



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
THURSDAY, AUGUST 15, 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. AGENDA APPROVAL
 - a. Approve Agenda ACTION
5. PRESENTATION & PROCLAMATION
 - a. Officer Lausen Sworn-in INFO
6. PUBLIC COMMENT

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

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

 - a. Claims ACTION
 - b. Resolution R-71-2024 Approving Pay Request No. 5 for the Highway 95 Water Main Replacement Project ACTION
 - c. Resolution R-70-2024 Approving Pay Request No. 7 for the Water Tower #1 Rehab Project ACTION
 - d. Approve Resignation of Liquor Store Clerk ACTION

- e. Members Cooperative Credit Union Development Agreement ACTION
- f. Approve the LG230 Conduct Off-Site Gambling Permit - Stacy Lions Club ACTION
- g. Resolution R-75-2024 - Amending the 2018 Comprehensive Land Use Map at 41499 Forest Blvd ACTION
- h. Ordinance 378-24 amending the official zoning map of the City of North Branch ACTION
- i. Ordinance 379-24 Amending the Zoning Code to define and allow Vocational Training Facilities as a Conditional Use in the I and I-2 zoning districts ACTION

8. PUBLIC HEARINGS

- a. Public Hearing for Sunrise Bluff 3rd Addition Variance for Buildable Acreage for Lot 9, Block 2, Sunrise Bluff 3rd Addition ACTION

9. STAFF REPORTS

- a. Resolution R-77-2024 - Approval of Sunrise Bluff 3rd Addition Preliminary Plat ACTION
- b. Resolution R-78-2024 Approving a Variance for Buildable Acreage for Lot 9, Block 2, Sunrise Bluff 3rd Addition ACTION
- c. Resolution R-76-2024 Approval of the Keller Acres Preliminary/Final Plat ACTION
- d. Finance 2nd Quarter Update INFO
- e. Municipal Liquor Selling THC and CBD Products Information ACTION
- f. Community Development Director Hiring Process ACTION
- g. EDA Commission Update VERBAL UPDATE
- h. Planning Commission Update VERBAL UPDATE
- i. PTOS Commission Update VERBAL UPDATE
- j. Personnel Policy Update Section 28 Family and Medical Leave Act ACTION
- k. Reminder of Upcoming Meetings INFO
- l. Resolution R-79-2024 Ride for the Joes 2024 Special Event & Street Closure ACTION

10. MAYOR/CITY COUNCIL

- a. Consideration to support the annual Sno-Barons Hay Days event ACTION
- b. Resolution in Opposition to any Display of the Minnesota State Flag ACTION
- c. Report on Closed Session Performance Evaluation for Linda Woulfe INFO

11. ADJOURNMENT

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



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 07/09/2024

Board & Commission: City Council

Subject: Approve Agenda

Council to approve the agenda as provided or with modification, with a motion, and second, before proceeding with the meeting.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Dan Meyer, Police Chief
Presenter: Dan Meyer, Police Chief
Date: 07/24/2024

Board & Commission: City Council

Subject: Officer Lausen Sworn-in

Police Chief Meyer will sworn-in Officer Lausen.

Voting Requirements:

INFO



Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 07/09/2024

Board & Commission: City Council

Subject: Claims

Council to approve monthly claims as presented.

Voting Requirements:

Voting Options Simple Majority

City of North Branch

ACH Checks

5513 to 5538 - \$886,848.26

Checks

89825 to 89939 - \$441,032.82

Credit Card Transactions

06.06.2024 to 07.05.2024 Transactions

Total paid to US Bank Paid 7.20.2024

\$65,205.16

Payroll

August 2, 2024 - \$104,919.11

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 08/02/2024 - 1:54PM
Batch: 00001.08.2024 - 08022024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1646 0802 AMER	Ameritas OTHER RETIREMENT	90.00	08/02/2024	Check Sequence: 1 101-00000-21705	ACH Enabled: False
	Check Total:	90.00			
Vendor: 2087 CUST 9645 CUST 9645 CUST 9645	Kathleen Barnes PM CUST 6945 USAGE PM CUST 6945 USAGE WATER/SEWER REFUND PM CUST 6945	-26.35 -20.84 172.94	08/02/2024 08/02/2024 08/02/2024	Check Sequence: 2 602-00000-11500 615-00000-11500 612-00000-11500	ACH Enabled: False
	Check Total:	125.75			
Vendor: 1092 For July	Central Pension Fund RETIREMENT	4,423.13	08/02/2024	Check Sequence: 3 101-00000-21705	ACH Enabled: False
	Check Total:	4,423.13			
Vendor: 2148 CUST 9753 CUST 9753 CUST 9753 CUST 9753	Sarah Dodge REFUND CUST 9753 REFUND CUST 9753 REFUND CUST 9753 REFUND CUST 9753	-0.98 104.76 50.00 -1.15	08/02/2024 08/02/2024 08/02/2024 08/02/2024	Check Sequence: 4 458-00000-11500 620-00000-11500 615-00000-11500 612-00000-11500	ACH Enabled: False
	Check Total:	152.63			
Vendor: 2089 CUST 11900 CUST 11900 CUST 11900	Gene L. Pierce Trust PM CUST 11900 WATER/SEWER REFUND PM CUST 11900 USAGE PM CUST 11900 USAGE	39.16 -8.12 -5.66	08/02/2024 08/02/2024 08/02/2024	Check Sequence: 5 612-00000-11500 615-00000-11500 602-00000-11500	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	25.38			
Vendor: 1908	GTG Properties, LLC			Check Sequence: 6	ACH Enabled: False
FOR AUG 2024	PYLON SIGN ADVERTISING	100.00	08/02/2024	609-48000-50340	
	Check Total:	100.00			
Vendor: 2085	Drew Halvin			Check Sequence: 7	ACH Enabled: False
CUST 12041	DEPOSIT REFUND PM CUST 12041	50.00	08/02/2024	615-00000-21400	
CUST 12041	DEPOSIT REFUND PM CUST 12041	0.03	08/02/2024	615-49550-50610	
	Check Total:	50.03			
Vendor: 1302	Law Enforcement Labor Services			Check Sequence: 8	ACH Enabled: False
AUG 2024	UNION DUES	846.00	08/02/2024	101-00000-21708	
	Check Total:	846.00			
Vendor: 2088	Audrey Lund			Check Sequence: 9	ACH Enabled: False
CUST 8585	WATER/SEWER REFUND PM CUST 8585	37.84	08/02/2024	615-00000-11500	
	Check Total:	37.84			
Vendor: 1989	MILES, TRAVIS			Check Sequence: 10	ACH Enabled: False
MILEAGE	MILEAGE REIMB FOR 6/26 TO 6/28 LOMC	158.12	08/02/2024	101-41110-50331	
RM 0722	HOTEL REIMB FOR 6/26 TO 6/28 LOMC	329.96	08/02/2024	101-41110-50331	
	Check Total:	488.08			
Vendor: 1404	MN Teamsters #320			Check Sequence: 11	ACH Enabled: False
AUG 2024	UNION DUES FOR AUG 2024	1,697.00	08/02/2024	101-00000-21708	
	Check Total:	1,697.00			
Vendor: 1482	Post Haste Business Solutions			Check Sequence: 12	ACH Enabled: False
132756	WITMER PUBLIC SAFETY RETURNS	77.42	08/02/2024	101-42280-50210	
133023	NAME PLATE -WC	16.99	08/02/2024	101-41400-50210	
	Check Total:	94.41			
Vendor: 2086	Parker Southworth			Check Sequence: 13	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
CUST 10935	PM CUST 10935 USAGE	-6.88	08/02/2024	615-00000-11500	
CUST 10935	PM CUST 10935 USAGE	-6.92	08/02/2024	602-00000-11500	
CUST 10935	WATER SEWER REFUND PM CUST 10935	103.76	08/02/2024	615-00000-11500	
	Check Total:	89.96			
Vendor: 2084	Nhan Tran			Check Sequence: 14	ACH Enabled: False
CUST 12180	WATER SEWER REFUND PM CUST 12180	35.07	08/02/2024	615-00000-21400	
	Check Total:	35.07			
	Total for Check Run:	8,255.28			
	Total of Number of Checks:	14			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 08/12/2024 - 2:13PM
Batch: 00002.08.2024 - 08122024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1817	911 Tech, Inc.			Check Sequence: 1	ACH Enabled: False
1613	COPFTO Annual Subscription	1,260.00	08/12/2024	101-42110-50433	
	Check Total:	1,260.00			
Vendor: 1005	Ace Solid Waste			Check Sequence: 2	ACH Enabled: False
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	102.31	08/12/2024	101-45500-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	245.56	08/12/2024	602-49450-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	169.13	08/12/2024	615-49550-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	65.02	08/12/2024	101-42280-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	140.44	08/12/2024	609-49750-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	308.52	08/12/2024	101-43000-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	97.57	08/12/2024	615-49550-50387	
10809112T067	FOR AUG SERVICE ACCT 3067-247698-001	190.35	08/12/2024	101-41940-50387	
	Check Total:	1,318.90			
Vendor: 2140	Alert 360 Opco, Inc.			Check Sequence: 3	ACH Enabled: False
19168278	MONITORING 09/01 TO 09/30/2024	41.87	08/12/2024	609-49750-50300	
	Check Total:	41.87			
Vendor: 1662	Amazon Capital Services			Check Sequence: 4	ACH Enabled: False
1RY6-WDLN-NCV4	2 CASES PLASTIC FORKS	39.98	08/12/2024	101-42110-50210	
	Check Total:	39.98			
Vendor: 2151	Robin & Wayne Amendolare			Check Sequence: 5	ACH Enabled: False
CUST 12380	WATER USAGE PM CUST 12380	-7.14	08/12/2024	615-00000-11500	
CUST 12380	SEWER USAGE PM CUST 12380	-6.91	08/12/2024	602-00000-11500	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
CUST 12380	REFUND PM CUST 12380	138.70	08/12/2024	612-00000-11500	
	Check Total:	124.65			
Vendor: 1025	Anderson and Koch Ford			Check Sequence: 6	ACH Enabled: False
501888	INS CLAIM CA 362205	3,063.58	08/12/2024	101-42110-50404	
	Check Total:	3,063.58			
Vendor: 1029	Artisan Beer Company			Check Sequence: 7	ACH Enabled: False
3697278	BEER	164.65	08/12/2024	609-48000-50252	
3699064	BEER	40.00	08/12/2024	609-49750-50252	
3699065	BEER	163.00	08/12/2024	609-48000-50252	
3700889	BEER	110.80	08/12/2024	609-48000-50252	
	Check Total:	478.45			
Vendor: 1036	AT & T Mobility			Check Sequence: 8	ACH Enabled: False
287294264933X08	MOBILE SERVICES FOR 287294264933	1,896.80	08/12/2024	101-42110-50300	
287294264933X08	MOBILE SERVICES FOR 287294264933	123.69	08/12/2024	615-49550-50380	
287294264933X08	MOBILE SERVICES FOR 287294264933	38.23	08/12/2024	609-49750-50243	
287294264933X08	MOBILE SERVICES FOR 287294264933	261.37	08/12/2024	101-42280-50321	
287294264933X08	MOBILE SERVICES FOR 287294264933	38.23	08/12/2024	609-48000-50243	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	44.72	08/12/2024	609-48000-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	190.54	08/12/2024	615-49550-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	28.60	08/12/2024	101-41310-50320	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	132.71	08/12/2024	101-41910-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	89.44	08/12/2024	609-49750-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	214.21	08/12/2024	602-49450-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	87.99	08/12/2024	620-49600-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	44.72	08/12/2024	101-41500-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	89.44	08/12/2024	101-42400-50321	
287294265529X08	FOR ACCT 287294205529 06/26 TO 07/25/2024	665.40	08/12/2024	101-43000-50321	
	Check Total:	3,946.09			
Vendor: 1038	Automatic Systems Co.			Check Sequence: 9	ACH Enabled: False
41979	WAS PUMP 2 REPAIRS 6/23/2024	549.55	08/12/2024	602-49450-50404	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
41980	WATER PLANT 1 REPAIRS 7/16/2024	590.00	08/12/2024	615-49550-50404	
41981	WATER PLANT 2 REPAIRS 7/31/2024	2,816.25	08/12/2024	615-49550-50404	
	Check Total:	3,955.80			
Vendor: 2023	Mike Becker			Check Sequence: 10	ACH Enabled: False
CUST 5225	USAGE PM CUST 5225	-19.41	08/12/2024	615-00000-11500	
CUST 5225	USAGE PM CUST 5225	-48.61	08/12/2024	602-00000-11500	
CUST 5225	REFUND PM CUST 5225	79.58	08/12/2024	612-00000-11500	
	Check Total:	11.56			
Vendor: 1049	Bellboy Corporation			Check Sequence: 11	ACH Enabled: False
0108637300	OPERATING SUPPLIES	228.04	08/12/2024	609-48000-50210	
0108700600	N/A SALES	178.08	08/12/2024	609-48000-50250	
0108700600	OPERATING SUPPLIES	64.16	08/12/2024	609-48000-50210	
0204354000	LIQUOR	886.20	08/12/2024	609-48000-50251	
0204436000	LIQUOR	295.75	08/12/2024	609-49750-50251	
0204436000	WINE	264.10	08/12/2024	609-49750-50253	
0204526600	LIQUOR	1,286.89	08/12/2024	609-48000-50251	
	Check Total:	3,203.22			
Vendor: 1052	Bernicks			Check Sequence: 12	ACH Enabled: False
10240934	BEER	2,167.15	08/12/2024	609-48000-50252	
10243492	BEER	1,143.85	08/12/2024	609-48000-50252	
10243492	N/A SALES	28.70	08/12/2024	609-48000-50250	
10246343	N/A SALES	222.22	08/12/2024	609-49750-50250	
10246343	LIQUOR	630.00	08/12/2024	609-49750-50251	
10246343	BEER	6,744.43	08/12/2024	609-49750-50252	
10246344	N/A SALES	16.80	08/12/2024	609-49750-50250	
10246345	BEER CREDIT	-315.64	08/12/2024	609-49750-50252	
10246352	N/A SALES	28.70	08/12/2024	609-48000-50250	
10246352	BEER	1,946.70	08/12/2024	609-48000-50252	
10249401	N/A SALES	174.90	08/12/2024	609-49750-50250	
10249401	BEER	6,792.20	08/12/2024	609-49750-50252	
10249402	BEER CREDIT	-24.00	08/12/2024	609-49750-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10249408	BEER	1,962.20	08/12/2024	609-48000-50252	
10249409	BEER	-8.46	08/12/2024	609-48000-50252	
	Check Total:	21,509.75			
Vendor: 2154	Aaron Blackledge			Check Sequence: 13	ACH Enabled: False
CUST 11156	SEWER USAGE PM CUST 11156	-12.65	08/12/2024	602-00000-11500	
CUST 11156	REFUND PM CUST 11156	95.14	08/12/2024	612-00000-11500	
CUST 11156	WATER REFUND PM CUST 11156	32.87	08/12/2024	615-00000-11500	
	Check Total:	115.36			
Vendor: 1899	BlueCross/Blue Shield Minnesota			Check Sequence: 14	ACH Enabled: False
FOR JULY 2024	VISION INSURANCE	117.62	08/12/2024	101-00000-21706	
	Check Total:	117.62			
Vendor: 1066	Breakthru Beverage MN			Check Sequence: 15	ACH Enabled: False
116810316	BEER	142.50	08/12/2024	609-48000-50252	
116815451	LIQUOR	2,955.93	08/12/2024	609-48000-50251	
116920375	BEER	1,168.00	08/12/2024	609-49750-50252	
116921265	N/A SALES	174.23	08/12/2024	609-48000-50250	
116921266	WINE	205.90	08/12/2024	609-48000-50253	
116921602	LIQUOR	1,931.15	08/12/2024	609-49750-50251	
116921603	WINE	526.60	08/12/2024	609-49750-50253	
117032365	BEER	142.50	08/12/2024	609-48000-50252	
117033808	LIQUOR	533.34	08/12/2024	609-48000-50251	
117034468	LIQUOR	1,113.38	08/12/2024	609-49750-50251	
117034469	N/A SALES	182.76	08/12/2024	609-49750-50250	
117034470	WINE	404.95	08/12/2024	609-49750-50253	
412584708	N/A SALES CREDIT	-27.70	08/12/2024	609-49750-50250	
	Check Total:	9,453.54			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 16	ACH Enabled: False
3011903	LIQUOR	14.75	08/12/2024	609-48000-50251	
3011903	N/A	146.68	08/12/2024	609-48000-50250	
3011903	BEER	143.40	08/12/2024	609-48000-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	304.83			
Vendor: 1085	Carlson Fire Extinguisher S&S			Check Sequence: 17	ACH Enabled: False
162163	10# ABC EXT RECHG	25.00	08/12/2024	101-42110-50404	
	Check Total:	25.00			
Vendor: 1905	Cemstone Products Co., Inc.			Check Sequence: 18	ACH Enabled: False
7529725	NORTHWOODS PARK GRANT- CONCRETE	1,600.00	08/12/2024	486-46500-50506	
7532872	NORTHWOODS PARK GRANT- CONCRETE	2,810.00	08/12/2024	486-46500-50506	
	Check Total:	4,410.00			
Vendor: 1111	City of St. Paul			Check Sequence: 19	ACH Enabled: False
59309	SEARCH & SEIZURE COURSE - KM	300.00	08/12/2024	101-42110-50332	
	Check Total:	300.00			
Vendor: 1113	Clifton Larson Allen LLP			Check Sequence: 20	ACH Enabled: False
L241485939	2023 AUDIT	7,967.65	08/12/2024	615-49550-50301	
L241485939	2023 AUDIT	1,454.00	08/12/2024	101-41500-50301	
	Check Total:	9,421.65			
Vendor: 1114	Coffee Mill Inc			Check Sequence: 21	ACH Enabled: False
266210	COFFEE	136.00	08/12/2024	101-42110-50210	
	Check Total:	136.00			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 22	ACH Enabled: False
2010664	N/A SALES	81.44	08/12/2024	609-48000-50250	
2010751	N/A SALES	102.08	08/12/2024	609-48000-50250	
2010837	N/A SALES	104.24	08/12/2024	609-48000-50250	
2010840	N/A SALES	334.32	08/12/2024	609-49750-50250	
	Check Total:	622.08			
Vendor: 1129	Dahlheimer Distributing			Check Sequence: 23	ACH Enabled: False
2237046	BEER	2,583.35	08/12/2024	609-48000-50252	
2237046	LIQUOR	377.45	08/12/2024	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2242761	BEER	4,260.69	08/12/2024	609-48000-50252	
2242761	LIQUOR	216.00	08/12/2024	609-48000-50251	
2242941	N/A SALES	419.25	08/12/2024	609-49750-50250	
2242954	N/A SALES	29.80	08/12/2024	609-48000-50250	
2243036	BEER	11,085.55	08/12/2024	609-49750-50252	
2243036	LIQUOR	104.60	08/12/2024	609-49750-50251	
2248428	LIQUOR	148.50	08/12/2024	609-48000-50251	
2248428	BEER	4,140.20	08/12/2024	609-48000-50252	
2248722	N/A SALES	48.70	08/12/2024	609-49750-50250	
2248723	LIQUOR	255.80	08/12/2024	609-49750-50251	
2248723	BEER	15,077.75	08/12/2024	609-49750-50252	
2248723	KEG CREDIT	-30.00	08/12/2024	609-00000-11560	
	Check Total:	38,717.64			
Vendor: 1133	Dell Marketing, L.P.			Check Sequence: 24	ACH Enabled: False
10762820995	POWER CORD	50.37	08/12/2024	101-43000-50207	
10764721117	2 CHROMEBOOKS	432.22	08/12/2024	101-41110-50207	
	Check Total:	482.59			
Vendor: 1143	Dr Pepper Snapple Group			Check Sequence: 25	ACH Enabled: False
4849200106	N/A SALES	177.80	08/12/2024	609-49750-50250	
4849200107	N/A SALES CREDIT	-2.63	08/12/2024	609-49750-50250	
	Check Total:	175.17			
Vendor: 1152	Ehlers			Check Sequence: 26	ACH Enabled: False
98626	TIF REPORTING 2023 REPORTS	994.58	08/12/2024	292-46500-50306	
98626	TIF REPORTING 2023 REPORTS	994.59	08/12/2024	323-46500-50306	
98626	TIF REPORTING 2023 REPORTS	994.59	08/12/2024	393-46500-50306	
98626	TIF REPORTING 2023 REPORTS	994.58	08/12/2024	291-46500-50306	
98626	TIF REPORTING 2023 REPORTS	994.58	08/12/2024	289-46500-50306	
98626	TIF REPORTING 2023 REPORTS	994.58	08/12/2024	281-46500-50306	
	Check Total:	5,967.50			
Vendor: 1166	Enterprise FM Trust			Check Sequence: 27	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
508722-080324	2020 DODG DURA 2024/08/01-08/31	455.36	08/12/2024	101-42110-50229	
	Check Total:	455.36			
Vendor: 1174 906560285	Evoquawater Technologies LLC CARTRIDGES	785.12	08/12/2024	Check Sequence: 28 602-49450-50210	ACH Enabled: False
	Check Total:	785.12			
Vendor: 1180 533180	Ferguson US Holdings, Inc 6 WATER METERS - 3"/1.5"/2"	9,230.00	08/12/2024	Check Sequence: 29 615-49550-50210	ACH Enabled: False
	Check Total:	9,230.00			
Vendor: 1182 745715931	Finance & Commerce 2024 STREET OVERLAY PUBLIC NOTICE	285.18	08/12/2024	Check Sequence: 30 101-41910-50351	ACH Enabled: False
	Check Total:	285.18			
Vendor: 1657 14583	Fire Catt CRITICAL ASSET TESTING	4,550.00	08/12/2024	Check Sequence: 31 101-42280-50404	ACH Enabled: False
	Check Total:	4,550.00			
Vendor: 1192 24005	Flying Star Products DRILL BIT SHARPENING	39.85	08/12/2024	Check Sequence: 32 101-43000-50210	ACH Enabled: False
	Check Total:	39.85			
Vendor: 2157 CUST 7930 CUST 7930 CUST 7930	Neal Foster SEWER USAGE PM CUST 7930 WATER USAGE PM CUST 7930 BALANCE REFUND USAGE PM CUST 7930	-33.79 -32.15 175.79	08/12/2024 08/12/2024 08/12/2024	Check Sequence: 33 602-00000-11500 615-00000-11500 612-00000-11500	ACH Enabled: False
	Check Total:	109.85			
Vendor: 1206 143402	Genesis Technology Communications, LLC PARKS WIFI	179.95	08/12/2024	Check Sequence: 34 101-45000-50321	ACH Enabled: False
	Check Total:	179.95			
Vendor: 2131	GMP Consultants			Check Sequence: 35	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
24-649	CITY ADMIN ADS AND MAILERS	4,410.45	08/12/2024	101-41310-50300	
	Check Total:	4,410.45			
Vendor: 1216	Gopher State One-Call, Inc.			Check Sequence: 36	ACH Enabled: False
4070640	189 BILLABLE READS JULY 2024	85.05	08/12/2024	615-49550-50300	
4070640	189 BILLABLE READS JULY 2024	85.05	08/12/2024	602-49450-50300	
4070640	189 BILLABLE READS JULY 2024	85.05	08/12/2024	612-49700-50300	
	Check Total:	255.15			
Vendor: 1221	Granicus, LLC			Check Sequence: 37	ACH Enabled: False
188166	AGENDA & MINUTES	434.26	08/12/2024	101-41400-50300	
	Check Total:	434.26			
Vendor: 1224	Gratitude Farms			Check Sequence: 38	ACH Enabled: False
FOR JULY	MONTHLY RATE FOR SERVICES	350.00	08/12/2024	101-42700-50310	
	Check Total:	350.00			
Vendor: 1246	Hohensteins, Inc.			Check Sequence: 39	ACH Enabled: False
734412	BEER	135.00	08/12/2024	609-48000-50252	
	Check Total:	135.00			
Vendor: 1251	Hose Pros, LLC			Check Sequence: 40	ACH Enabled: False
7834	WATER PLANT 1 REPAIR PARTS	135.48	08/12/2024	615-49550-50404	
8050	WATER PLANT 1 REPAIR PARTS	628.86	08/12/2024	615-49550-50404	
	Check Total:	764.34			
Vendor: 2164	Hydronic Distribution Center, Inc.			Check Sequence: 41	ACH Enabled: False
21392	DEHUMIDIFIERS WTP #2	10,800.00	08/12/2024	615-49550-50404	
	Check Total:	10,800.00			
Vendor: 2142	Insight Brewing Company, LLC			Check Sequence: 42	ACH Enabled: False
16575	BEER	447.74	08/12/2024	609-49750-50252	
	Check Total:	447.74			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 43	ACH Enabled: False
	ADVERTISING	70.00	08/12/2024	609-49750-50340	
1837726	2024 STREET OVERLAY BIDS	50.82	08/12/2024	101-41910-50351	
1837727	PLANNING COMM MEET	8.51	08/12/2024	101-41910-50351	
	Check Total:	129.33			
Vendor: 1268	IUOE Local #49			Check Sequence: 44	ACH Enabled: False
FOR SEPT	UNION DUES	455.00	08/12/2024	101-00000-21708	
	Check Total:	455.00			
Vendor: 2150	Kyle Jacobson			Check Sequence: 45	ACH Enabled: False
CUST 11952	DEPOSIT REFUND PM CUST 11952	50.00	08/12/2024	615-00000-21400	
CUST 11952	DEPOSIT INTEREST REFUND PM CUST 119	0.02	08/12/2024	615-00000-21400	
	Check Total:	50.02			
Vendor: 2162	Mitch Johansen			Check Sequence: 46	ACH Enabled: False
CUST 11984	DEPOSIT INTEREST REFUND PM CUST 119	0.05	08/12/2024	615-49550-50610	
CUST 11984	USAGE PM CUST 11984	-2.06	08/12/2024	612-00000-11500	
CUST 11984	DEPOSIT REFUND PM CUST 11984	50.00	08/12/2024	615-00000-21400	
CUST 11984	USAGE PM CUST 11984	-7.43	08/12/2024	602-00000-11500	
CUST 11984	USAGE PM CUST 11984	-8.58	08/12/2024	615-00000-11500	
	Check Total:	31.98			
Vendor: 1279	Johnson Brothers Liquor Co.			Check Sequence: 47	ACH Enabled: False
2585358	LIQUOR	642.56	08/12/2024	609-48000-50251	
2585359	WINE	243.64	08/12/2024	609-48000-50253	
2585360	LIQUOR	357.42	08/12/2024	609-48000-50251	
2590162	N/A SALES	49.82	08/12/2024	609-49750-50250	
2590163	WINE	509.10	08/12/2024	609-48000-50253	
2590164	LIQUOR	838.92	08/12/2024	609-49750-50251	
2590165	WINE	92.82	08/12/2024	609-49750-50253	
2590166	N/A SALES	49.82	08/12/2024	609-49750-50250	
2590167	LIQUOR	2,515.80	08/12/2024	609-49750-50251	
2590168	LIQUOR	1,271.98	08/12/2024	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2590169	WINE	1,019.30	08/12/2024	609-49750-50253	
2590170	WINE	185.64	08/12/2024	609-48000-50253	
2590171	LIQUOR	1,724.98	08/12/2024	609-48000-50251	
2590172	LIQUOR	2,068.42	08/12/2024	609-48000-50251	
2590173	WINE	293.46	08/12/2024	609-48000-50253	
2595288	N/A SALES	77.64	08/12/2024	609-49750-50250	
2595289	WINE	594.82	08/12/2024	609-49750-50253	
2595290	LIQUOR	655.28	08/12/2024	609-49750-50251	
2595291	LIQUOR	1.82	08/12/2024	609-49750-50251	
2595292	WINE	223.33	08/12/2024	609-48000-50253	
2595293	LIQUOR	1,125.38	08/12/2024	609-48000-50251	
2599764	WINE	167.28	08/12/2024	609-48000-50253	
2599768	LIQUOR	113.82	08/12/2024	609-48000-50251	
2599769	WINE	87.64	08/12/2024	609-48000-50253	
2599770	LIQUOR	103.32	08/12/2024	609-48000-50251	
	Check Total:	15,014.01			
Vendor: 2158	Doug Karsky			Check Sequence: 48	ACH Enabled: False
CUST 1241	WATER USAGE PM CUST 1241	-11.41	08/12/2024	615-00000-11500	
CUST 1241	SEWER USAGE PM CUST 1241	-8.09	08/12/2024	602-00000-11500	
CUST 1241	REFUND PM CUST 1241	96.64	08/12/2024	612-00000-11500	
	Check Total:	77.14			
Vendor: 1294	Kris Engineering, Inc.			Check Sequence: 49	ACH Enabled: False
40230	PLOW BLADES M1/M2/M4	6,614.44	08/12/2024	101-43000-50404	
	Check Total:	6,614.44			
Vendor: 1663	Kwik Trip			Check Sequence: 50	ACH Enabled: False
FOR JULY	MOTOR FUELS FOR JULY	55.37	08/12/2024	101-42280-50212	
	Check Total:	55.37			
Vendor: 1304	League Of Minnesota Cities			Check Sequence: 51	ACH Enabled: False
409415	2024 FALL SAFETY & LOSS CONTROL	30.00	08/12/2024	101-42280-50332	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	30.00			
Vendor: 1305	c/o Berkley Risk Administrators Company League Of MN Cities Ins. Trust-WC			Check Sequence: 52	ACH Enabled: False
23004	CLAIM 500957	384.51	08/12/2024	101-41500-50151	
	Check Total:	384.51			
Vendor: 1308	LegalShield			Check Sequence: 53	ACH Enabled: False
FOR AUG	LEGAL SERVICES - PAYROLL WITHHOLDIN	15.95	08/12/2024	101-00000-21712	
	Check Total:	15.95			
Vendor: 1316	Little Falls Machine			Check Sequence: 54	ACH Enabled: False
371466	TRUCK # M-4 PLOW HITCH	4,189.32	08/12/2024	101-43000-50404	
	Check Total:	4,189.32			
Vendor: 1327	Macqueen Equipment Inc.			Check Sequence: 55	ACH Enabled: False
26889	FLOW TESTS	2,700.00	08/12/2024	101-42280-50201	
	Check Total:	2,700.00			
Vendor: 1330	Main Street Hardware			Check Sequence: 56	ACH Enabled: False
156123	COVERS/HEAX HEAD	50.57	08/12/2024	101-42280-50401	
156652	CHARCOAL/LIGHTER FLUID	32.97	08/12/2024	101-42280-50401	
156886	HEX HEAD/SIGN/NUTS/BOLTS/FASTENERS	76.66	08/12/2024	101-42280-50401	
156889	NUTS/BOLTS/FASTENERS	7.95	08/12/2024	101-42280-50401	
	Check Total:	168.15			
Vendor: 1643	McDonald Distributing			Check Sequence: 57	ACH Enabled: False
5760526	BEER CREDIT	-29.75	08/12/2024	609-48000-50252	
5760527	BEER CREDIT	-20.80	08/12/2024	609-48000-50252	
757901	BEER	382.45	08/12/2024	609-48000-50252	
757901	WINE	164.40	08/12/2024	609-48000-50253	
758899	LIQUOR CREDIT	-27.40	08/12/2024	609-49750-50251	
759048	LIQUOR	687.30	08/12/2024	609-48000-50251	
759048	BEER	680.75	08/12/2024	609-48000-50252	
759084	LIQUOR	628.30	08/12/2024	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
760233	BEER	-208.00	08/12/2024	609-48000-50252	
760234	LIQUOR	59.50	08/12/2024	609-48000-50251	
760234	BEER	2,963.55	08/12/2024	609-48000-50252	
760234	N/A SALES	142.80	08/12/2024	609-48000-50250	
760237	BEER CREDIT	-98.00	08/12/2024	609-49750-50252	
760238	BEER	2,261.90	08/12/2024	609-49750-50252	
760238	LIQUOR	273.00	08/12/2024	609-49750-50251	
760239	LIQUOR	163.08	08/12/2024	609-49750-50251	
760240	BEER CREDIT	-39.48	08/12/2024	609-49750-50252	
761124	BEER	1,247.40	08/12/2024	609-49750-50252	
761404	BEER	3,093.25	08/12/2024	609-48000-50252	
761579	BEER CREDIT	-302.15	08/12/2024	609-48000-50252	
	Check Total:	12,022.10			
Vendor: 2153	McKinney			Check Sequence: 58	ACH Enabled: False
CUST 11927	SEWER USAGE PM CUST 11927	-10.01	08/12/2024	602-00000-11500	
CUST 11927	STORM SEWER CHARGES PM CUST 11927	-4.30	08/12/2024	612-00000-11500	
CUST 11927	WATER REFUND PM CUST 11927	35.66	08/12/2024	615-00000-11500	
	Check Total:	21.35			
Vendor: 1644	Mega Beer			Check Sequence: 59	ACH Enabled: False
IN-13400	BEER	292.30	08/12/2024	609-48000-50252	
	Check Total:	292.30			
Vendor: 1348	Metro Sales Inc.			Check Sequence: 60	ACH Enabled: False
2575192	COPY MACHINE LEASE	20.00	08/12/2024	101-43000-50219	
2575192	COPY MACHINE LEASE	40.00	08/12/2024	615-49550-50219	
2575192	COPY MACHINE LEASE	20.00	08/12/2024	602-49450-50219	
2575192	COPY MACHINE LEASE	20.00	08/12/2024	101-42280-50219	
2575192	COPY MACHINE LEASE	20.00	08/12/2024	609-49750-50219	
2575192	COPY MACHINE LEASE	79.00	08/12/2024	101-41940-50219	
2575192	COPY MACHINE LEASE	20.00	08/12/2024	609-48000-50219	
2575192	COPY MACHINE LEASE	40.00	08/12/2024	101-42110-50219	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	259.00			
Vendor: 1353	Midcontinent			Check Sequence: 61	ACH Enabled: False
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	113.39	08/12/2024	620-49600-50243	
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	113.00	08/12/2024	101-42280-50243	
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	113.00	08/12/2024	602-49450-50243	
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	113.00	08/12/2024	609-48000-50243	
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	113.00	08/12/2024	609-49750-50243	
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	113.00	08/12/2024	101-43000-50243	
16640100114175	FOR ACCT 166401001 7/25 TO 8/24/2024	226.00	08/12/2024	615-49550-50243	
	Check Total:	904.39			
Vendor: 1942	Milk and Honey, LLC			Check Sequence: 62	ACH Enabled: False
14209	BEER	206.00	08/12/2024	609-48000-50252	
	Check Total:	206.00			
Vendor: 1364	Minnesota Elevator, Inc.			Check Sequence: 63	ACH Enabled: False
1085742	AUGUST MONTHLY SERVICE	135.00	08/12/2024	101-41940-50300	
	Check Total:	135.00			
Vendor: 1376	MMUA			Check Sequence: 64	ACH Enabled: False
64117	PRE-EMP DRUG TEST - JM	41.25	08/12/2024	101-43000-50406	
64118	PRE-EMP DRUG TEST - CF/CL	82.50	08/12/2024	101-42110-50314	
	Check Total:	123.75			
Vendor: 1396	MN Peip - C/O MMB Fiscal Srvs			Check Sequence: 65	ACH Enabled: False
1421232	HEALTH FOR SEPT 2024	37,187.84	08/12/2024	101-00000-21706	
1421232	DENTAL FOR SEPT 2024	2,007.56	08/12/2024	101-00000-21718	
1421232	LIFE FOR SEPT 2024	655.20	08/12/2024	101-00000-21714	
	Check Total:	39,850.60			
Vendor: 1401	MN State Fire Chiefs Assn.			Check Sequence: 66	ACH Enabled: False
7783	2024 ANN. CONF. - PH & WB	725.00	08/12/2024	101-42280-50332	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	725.00			
Vendor: 1411	Moose Lake Brewing Co. LLC			Check Sequence: 67	ACH Enabled: False
SB30-002	BEER	54.00	08/12/2024	609-48000-50252	
SB31-002	BEER	28.00	08/12/2024	609-48000-50252	
SB31-003	BEER	21.00	08/12/2024	609-49750-50252	
	Check Total:	103.00			
Vendor: 1691	Motorola Solutions, Inc.			Check Sequence: 68	ACH Enabled: False
8281928379	COMMUNICATIONS	12,317.12	08/12/2024	101-42280-50320	
	Check Total:	12,317.12			
Vendor: 1421	N.B. Area Chamber Of Commerce			Check Sequence: 69	ACH Enabled: False
FALL HARV 24	FALL HARVEST FESTIVAL EVENT	60.00	08/12/2024	851-42110-50430	
	Check Total:	60.00			
Vendor: 1429	Napa Auto Parts			Check Sequence: 70	ACH Enabled: False
87601	SEALED BEAM	12.59	08/12/2024	101-42280-50404	
89262	GL BLAC (6F)	11.24	08/12/2024	101-42280-50404	
90507	RETAINER/PUSH RETAINER	17.08	08/12/2024	101-42280-50404	
	Check Total:	40.91			
Vendor: 1432	NCPERS Group Life Ins.			Check Sequence: 71	ACH Enabled: False
6616602092024	ADDL LIFE FOR SEPT 2024	64.00	08/12/2024	101-00000-21714	
	Check Total:	64.00			
Vendor: 2145	Nelson Electric Inc			Check Sequence: 72	ACH Enabled: False
66180	NEW CIVIL DEFENSE SIREN SERVICE	2,007.50	08/12/2024	101-42500-50500	
66215	WATER TREATMENT/TEMP POWER	3,150.00	08/12/2024	602-49450-50300	
	Check Total:	5,157.50			
Vendor: 2047	NEONLINK LLC			Check Sequence: 73	ACH Enabled: False
2882	PAYMENT FEES AND WEB PORTAL ACCES'	843.00	08/12/2024	615-49550-50300	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	843.00			
Vendor: 2152	New Direction IRA Inc			Check Sequence: 74	ACH Enabled: False
CUST 11929	SEWER USAGE PM CUST 11929	-11.75	08/12/2024	602-00000-11500	
CUST 11929	WATER USAGE PM CUST 11929	-16.52	08/12/2024	615-00000-11500	
CUST 11929	REFUND PM CUST 11929	211.20	08/12/2024	612-00000-11500	
	Check Total:	182.93			
Vendor: 2161	Chakkaphon Nochche			Check Sequence: 75	ACH Enabled: False
CUST 11569	USAGE PM CUST 11569	-1.21	08/12/2024	602-00000-11500	
CUST 11569	DEPOSIT REFUND PM CUST 11569	50.00	08/12/2024	615-00000-21400	
CUST 11569	USAGE PM CUST 11569	-6.23	08/12/2024	612-00000-11500	
CUST 11569	DEPOSIT INTEREST REFUND PM CUST 11569	0.06	08/12/2024	615-49550-50610	
	Check Total:	42.62			
Vendor: 1441	North Folk Winery			Check Sequence: 76	ACH Enabled: False
24-41	WINE	480.00	08/12/2024	609-48000-50253	
	Check Total:	480.00			
Vendor: 1770	North Shore Research Inc			Check Sequence: 77	ACH Enabled: False
1029	Live Alarm Mobile Subscriptions x14	1,008.00	08/12/2024	101-42110-50433	
	Check Total:	1,008.00			
Vendor: 2160	Tonya Pardun			Check Sequence: 78	ACH Enabled: False
CUST 10727	USAGE PM CUST 10727	-29.97	08/12/2024	615-00000-11500	
CUST 10727	USAGE PM CUST 10727	95.51	08/12/2024	612-00000-11500	
CUST 10727	USAGE PM CUST 10727	-33.28	08/12/2024	602-00000-11500	
	Check Total:	32.26			
Vendor: 1465	Paustis Wine Company			Check Sequence: 79	ACH Enabled: False
241417	WINE	615.50	08/12/2024	609-48000-50253	
242650	WINE	394.50	08/12/2024	609-49750-50253	
242650	N/A SALES	99.50	08/12/2024	609-49750-50250	
242655	WINE	699.50	08/12/2024	609-48000-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,809.00			
Vendor: 1474	Phillips Wine & Spirits, Inc.			Check Sequence: 80	ACH Enabled: False
6816938	WINE	131.82	08/12/2024	609-48000-50253	
6816939	LIQUOR	242.20	08/12/2024	609-48000-50251	
6816940	WINE	458.01	08/12/2024	609-48000-50253	
6820556	LIQUOR	793.57	08/12/2024	609-49750-50251	
6820557	WINE	475.83	08/12/2024	609-49750-50253	
6820558	LIQUOR	195.57	08/12/2024	609-48000-50251	
6824345	LIQUOR	149.60	08/12/2024	609-49750-50251	
6824346	WINE	274.92	08/12/2024	609-49750-50253	
6824347	WINE	250.92	08/12/2024	609-48000-50253	
6827858	LIQUOR	894.94	08/12/2024	609-48000-50251	
6827859	WINE	97.82	08/12/2024	609-48000-50253	
	Check Total:	3,965.20			
Vendor: 2019	Quadient, Inc			Check Sequence: 81	ACH Enabled: False
Q1435842	BILL STUFFER LEASE 8/25 TO 11/24/2024	137.99	08/12/2024	615-49550-50210	
Q1435842	BILL STUFFER LEASE 8/25 TO 11/24/2024	137.99	08/12/2024	612-49700-50210	
Q1435842	BILL STUFFER LEASE 8/25 TO 11/24/2024	137.99	08/12/2024	602-49450-50210	
	Check Total:	413.97			
Vendor: 2068	Quality Locksmith, Inc.			Check Sequence: 82	ACH Enabled: False
QLS28430	WATER TOWER 3 REKEY. 3 KEYS 2014 F150	589.36	08/12/2024	615-49550-50401	
	Check Total:	589.36			
Vendor: 2159	Robert Rawson			Check Sequence: 83	ACH Enabled: False
CUST 10237	USAGE PM CUST 10237	-35.19	08/12/2024	615-00000-11500	
CUST 10237	USAGE PM CUST 10237	-38.67	08/12/2024	602-00000-11500	
CUST 10237	REFUND PM CUST 10237	85.54	08/12/2024	612-00000-11500	
	Check Total:	11.68			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 84	ACH Enabled: False
14004	WKLY WASTEWATER LABS	142.10	08/12/2024	602-49450-50315	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
14112	WEEKLY LAB TESTING	158.20	08/12/2024	602-49450-50315	
63085	WKLY WASTEWATER LABS	158.20	08/12/2024	602-49450-50315	
63087	LOW LEVEL MERCURY LABS	212.20	08/12/2024	602-49450-50315	
	Check Total:	670.70			
Vendor: 2163	SBI Rents Inc.			Check Sequence: 85	ACH Enabled: False
1480	RENTAL UNIT - 1 YR	36,000.00	08/12/2024	602-49450-50300	
	Check Total:	36,000.00			
Vendor: 1520	Sealtech, Inc			Check Sequence: 86	ACH Enabled: False
1420	2024 Crack Repair VARIOUS CITY ROADS	57,420.00	08/12/2024	101-43000-50307	
	Check Total:	57,420.00			
Vendor: 2156	Terance Smith			Check Sequence: 87	ACH Enabled: False
CUST 8330	WATER USAGE PM CUST 8330	-45.83	08/12/2024	615-00000-11500	
CUST 8330	SEWER USAGE PM CUST 8330	-24.87	08/12/2024	602-00000-11500	
CUST 8330	BALANCE REFUND PM CUST 8330	96.26	08/12/2024	612-00000-11500	
	Check Total:	25.56			
Vendor: 1534	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 88	ACH Enabled: False
2505382	LIQUOR	2,502.51	08/12/2024	609-48000-50251	
2508173	WINE	501.40	08/12/2024	609-48000-50253	
2508173	LIQUOR	381.92	08/12/2024	609-48000-50251	
2508720	LIQUOR	5,670.77	08/12/2024	609-49750-50251	
2508721	WINE	1,283.83	08/12/2024	609-49750-50253	
2511565	LIQUOR	1,538.20	08/12/2024	609-49750-50251	
2511566	WINE	271.99	08/12/2024	609-49750-50253	
	Check Total:	12,150.62			
Vendor: 2155	St. Sauver			Check Sequence: 89	ACH Enabled: False
CUST 9060	WATER REFUND PM CUST 9060	84.07	08/12/2024	615-00000-11500	
CUST 9060	STORM SEWER CHARGES PM CUST 9060	-1.50	08/12/2024	612-00000-11500	
CUST 9060	SEWER USAGE PM CUST 9060	-8.85	08/12/2024	602-00000-11500	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	73.72			
Vendor: 1542	Staples			Check Sequence: 90	ACH Enabled: False
	OPERATING SUPPLIES	214.74	08/12/2024	609-48000-50210	
	Check Total:	214.74			
Vendor: 1550	Streichers			Check Sequence: 91	ACH Enabled: False
1702357	AMMO	6,262.69	08/12/2024	101-42110-50332	
1704838	UNIFORM ITEMS -DS	112.98	08/12/2024	101-42110-50237	
1704839	HANDCUFF HOLDER -KM	50.99	08/12/2024	101-42110-50237	
1705957	FLASHLIGHTS - AH	101.98	08/12/2024	101-42110-50237	
1711101	ALTERATION -TL	15.00	08/12/2024	101-42110-50237	
1712354	BOLT CARRIER/MARKING ROUND	249.95	08/12/2024	101-42110-50201	
1712922	HOLSTER/BOOTS -DS	235.00	08/12/2024	101-42110-50237	
	Check Total:	7,028.59			
Vendor: 1566	The Dama - MP Inc.			Check Sequence: 92	ACH Enabled: False
16798	LOCK BOXES	618.00	08/12/2024	208-42280-50210	
	Check Total:	618.00			
Vendor: 1297	US LBM Operating Co 3009, LLC			Check Sequence: 93	ACH Enabled: False
2565636-019	OPERATING SUPPLIES	46.98	08/12/2024	101-42280-50210	
	Check Total:	46.98			
Vendor: 1597	Vessco, Inc.			Check Sequence: 94	ACH Enabled: False
94883	WATER PLANT 2 REPAIRS 7/29/2024	1,050.00	08/12/2024	615-49550-50404	
	Check Total:	1,050.00			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 95	ACH Enabled: False
3474245	N/A SALES	220.20	08/12/2024	609-48000-50250	
3474314	N/A SALES	155.65	08/12/2024	609-49750-50250	
3474370	N/A SALES	210.65	08/12/2024	609-49750-50250	
	Check Total:	586.50			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1601	Vinocopia, Inc.			Check Sequence: 96	ACH Enabled: False
0355108-IN	WINE	458.00	08/12/2024	609-49750-50253	
0355262-IN	WINE	98.50	08/12/2024	609-49750-50253	
	Check Total:	556.50			
Vendor: 1611	Watson Company			Check Sequence: 97	ACH Enabled: False
144014	N/A SALES	1,471.92	08/12/2024	609-49750-50250	
	Check Total:	1,471.92			
Vendor: 1621	Windstream			Check Sequence: 98	ACH Enabled: False
11734875AUG	SERVICE 7/25 TO 8/24/2024	39.89	08/12/2024	609-49750-50321	
11734875AUG	SERVICE 7/25 TO 8/24/2024	39.89	08/12/2024	101-42110-50321	
11734875AUG	SERVICE 7/25 TO 8/24/2024	39.89	08/12/2024	101-42280-50321	
11734875AUG	SERVICE 7/25 TO 8/24/2024	111.76	08/12/2024	101-41940-50321	
11734875AUG	SERVICE 7/25 TO 8/24/2024	39.89	08/12/2024	602-49450-50321	
11734979	SERVICE 7/25 TO 8/24/2024	44.94	08/12/2024	602-49450-50321	
	Check Total:	316.26			
Vendor: 1622	Wine Merchants			Check Sequence: 99	ACH Enabled: False
7481911	WINE	404.78	08/12/2024	609-48000-50253	
7481912	WINE	568.48	08/12/2024	609-49750-50253	
7481913	WINE	351.14	08/12/2024	609-48000-50253	
	Check Total:	1,324.40			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 100	ACH Enabled: False
FOR JUNE 2024	2024 LOCAL ST OVERLAY R-025057-000-3	7,046.00	08/12/2024	101-43000-50482	
FOR JUNE 2024	SUNRISE MILLING REVIEW R-025530-000-2	580.00	08/12/2024	101-00000-21170	
FOR JUNE 2024	SUNRISE MILLING REVIEW R-025530-000-2	2,105.50	08/12/2024	101-00000-21167	
FOR JUNE 2024	MEMBERS CO-OP R-025883-000-1	2,237.00	08/12/2024	101-00000-21172	
FOR JUNE 2024	MEADOWS NORTH 4TH ADD R-020015-000-	4,602.00	08/12/2024	101-00000-21142	
FOR JUNE 2024	FOREST SRTS TRL R-021646-000-9	355.50	08/12/2024	486-46500-50303	
FOR JUNE 2024	2024 LOCAL ST OVERLAY R-025057-000-3	15,887.50	08/12/2024	401-43100-50303	
FOR JUNE 2024	INTERSTATE BUS PARK AUAR R-024131-000-	90.00	08/12/2024	201-46500-50303	
FOR JUNE 2024	MEADOWS NO. TOWNHOMES 2ND ADD R-	237.00	08/12/2024	101-00000-21164	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
FOR JUNE 2024	FOX RUN DEVELOPMENT R-021289-000-16	6,537.50	08/12/2024	101-00000-21140	
FOR JUNE 2024	MEADOWS RIDGE PLAN REVIEW R-024317	2,273.50	08/12/2024	101-00000-21165	
FOR JUNE 2024	RETAINER FEE R-023681-000-6	2,610.00	08/12/2024	101-41700-50303	
FOR JUNE 2024	SCHOOLSIDE VILL 4TH ADD R020200-000-5	10,213.00	08/12/2024	101-00000-21144	
FOR JUNE 2024	WATER TOWER 1 REHAB R-022305-000-15	2,148.00	08/12/2024	615-00000-16500	
FOR JUNE 2024	NO. NAT GAS PLAN REVIEW R-025529-000-	469.25	08/12/2024	101-00000-21168	
	Check Total:	57,391.75			
Vendor: 1638	Zoll			Check Sequence: 101	ACH Enabled: False
4025686	AED PADS	1,821.00	08/12/2024	101-42110-50210	
	Check Total:	1,821.00			
	Total for Check Run:	432,777.58			
	Total of Number of Checks:	101			

Accounts Payable

Check Detail

User: TiffaniFolstad
Printed: 08/12/2024 - 3:50PM



Check Number	Check Date	Amount
1033 - Associated Bank		
5536	07/15/2024	
Inv Assoc 7/15/24 Associated Monthly Bank Fee 7-15-2024		107.05
5536 Total:		107.05
1033 - Associated Bank Total:		107.05
1044 - Bank Charges, Miscellaneous		
5519	07/08/2024	
Inv RT 7-8-2024		57.68
5519 Total:		57.68
1044 - Bank Charges, Miscellaneous Total:		57.68
1118 - Commissioner Of Revenue (W/H)		
5533	08/02/2024	
Inv 0802 STATE STATE WITHHOLDING		7,526.91
5533 Total:		7,526.91
1118 - Commissioner Of Revenue (W/H) Total:		7,526.91
1152 - Ehlers		
5513	07/25/2024	
Inv 88407 2022A Ehlers Bond Payment 8-1-2024		13,700.00
5513 Total:		13,700.00
1152 - Ehlers Total:		13,700.00
1362 - Minnesota Dept of Revenue		
5527	07/19/2024	
Inv LS#1 June 24 Liquor Store Sales Tax June 2024		34,396.00
5527 Total:		34,396.00
5528	07/19/2024	
Inv Water June 24 Water Sales Tax June 2024		2,204.00
5528 Total:		2,204.00

Check Number	Check Date	Amount
1362 - Minnesota Dept of Revenue Total:		36,600.00
1365 - Minnesota Energy Resources		
5537	08/05/2024	
Inv 503985460-00004	INV 5118069853 FOR ACCT 503985460-00004	54.60
Inv 505590187-00001	INV 5110899597 FOR ACCT 505590187-00001	21.00
Inv 506279043-00003	INV 5120314837 FOR ACCT 506279043-00003	21.25
Inv 506279043-00004	INV 5114778548 FOR ACCT 506279043-00004	53.69
Inv 506279043-00005	INV 5115151250 FOR ACCT 506279043-00005	22.55
Inv 506279043-00006	INV 5114871487 FOR ACCT 506279043-00006	22.55
Inv 506279043-00007	INV 5114723922 FOR ACCT 506279043-00007	53.69
Inv 506279043-00008	INV 5117650900 FOR ACCT 506279043-00008	26.03
Inv 506279043-00009	INV 5115782771 FOR ACCT 506279043-00009	51.54
Inv 507851907-00001	INV 5114255696 FOR ACCT 5507851907-00001	27.42
5537 Total:		354.32
1365 - Minnesota Energy Resources Total:		354.32
1372 - Minnesota State Retirement		
5535	08/02/2024	
Inv 0802 MSRS	RETIREMENT	1,000.00
5535 Total:		1,000.00
1372 - Minnesota State Retirement Total:		1,000.00
1431 - Nationwide Retirement Solution		
5532	08/02/2024	
Inv 0802 NAT	RETIREMENT	5.00
5532 Total:		5.00
1431 - Nationwide Retirement Solution Total:		5.00
1468 - PERA (Payroll W/H)		
5534	08/02/2024	
Inv 0802 PERA	PERA	31,613.97
5534 Total:		31,613.97
1468 - PERA (Payroll W/H) Total:		31,613.97
1585 - United States Treasury		
5531	08/02/2024	
Inv 0802FED	FEDERAL WITHHOLDINGS	33,058.47
5531 Total:		33,058.47

Check Number	Check Date	Amount
1585 - United States Treasury Total:		33,058.47
1592 - US Postal Service		
5526	07/29/2024	
Inv USPS July 24	USPS Bulk Mailing Permit July2024	1,475.99
5526 Total:		1,475.99
1592 - US Postal Service Total:		1,475.99
1818 - Old National Bank		
5514	07/25/2024	
Inv 20004494542	2020A-Old Nat Bank July 2024 Bond Paymen	7,230.95
5514 Total:		7,230.95
1818 - Old National Bank Total:		7,230.95
1886 - US Bank - Bond Pymts		
5515	07/25/2024	
Inv 2604633	2013A US Bank July 2024 Bond Payment	1,000.00
5515 Total:		1,000.00
5516	07/25/2024	
Inv 2604801	2017B US Bank July 2024 Bond Payment	7,500.00
5516 Total:		7,500.00
5517	07/25/2024	
Inv 2604806	2017C US Bank July 2024 Bond Payment	44,506.25
5517 Total:		44,506.25
1886 - US Bank - Bond Pymts Total:		53,006.25
1941 - WEX, Inc.		
5520	07/08/2024	
Inv VEBA 7/8/2024	WEX VEBA 7/8/2024	18,933.63
5520 Total:		18,933.63
5521	07/31/2024	
Inv FSA July 2024	FSA Claims July 2024	1,226.56
5521 Total:		1,226.56
5522	07/08/2024	
Inv ER HSA 7/8/24	Employer HSA Contributions 7-8-2024	106.46
5522 Total:		106.46

Check Number	Check Date	Amount
5523	07/08/2024	
Inv EE HSA 7/8/24	Employee HSA Contributions 7-8-2024	5,394.33
5523 Total:		5,394.33
5524	07/23/2024	
Inv EE HSA 7/23/24	Employee HSA Contributions 7/23/2024	5,394.33
5524 Total:		5,394.33
5525	07/25/2024	
Inv WEX July 2024	WEX Monthly Charges July 2024	105.75
5525 Total:		105.75
1941 - WEX, Inc. Total:		31,161.06
1993 - Truist Government Finance		
5538	08/01/2024	
Inv 2017A 8/1/2024	2017A Water Bond 8/1/2024 Payment	669,502.00
5538 Total:		669,502.00
1993 - Truist Government Finance Total:		669,502.00
2096 - Xpress Solutions Inc		
5529	07/05/2024	
Inv XBP July 2024	Xpress Bill Pay Fees 7-5-2024	281.00
5529 Total:		281.00
2096 - Xpress Solutions Inc Total:		281.00
2146 - Bremer Bank		
5530	07/23/2024	
Inv Bremer June 24	Bremer Bank Fees July 2024	167.61
5530 Total:		167.61
2146 - Bremer Bank Total:		167.61
Total:		886,848.26

Fund	Dept #	Account	Amount	Vendor	Employee	Date
609	49750	50300	40.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20240704
609	48000	50300	40.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20240704
609	48000	50300	20.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20240704
609	49750	50300	20.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20240704
101	45000	50404	798.29	BARIBEAU IMPLEMENT SCF	RICHARD FAIRBANKS	20240613
101	43000	50210	0.99	APPLE.COM/BILL	RICHARD FAIRBANKS	20240625
101	43000	50224	250.68	BITUMINOUS ROADWAYS INC	RICHARD FAIRBANKS	20240702
101	43000	50224	214.96	BITUMINOUS ROADWAYS INC	RICHARD FAIRBANKS	20240703
101	43000	50210	82.90	ZIEGLER INC COLUMBUS	BRADY STERBENTZ	20240619
620	49600	50404	675.00	ZIEGLER INC COLUMBUS	BRADY STERBENTZ	20240619
615	49550	50210	5.99	LAMPERT LUMBER	BRADY STERBENTZ	20240620
101	45000	50210	7.99	PETERSON'S NORTH BRANCH	BRADY STERBENTZ	20240621
615	49550	50210	8.40	FAMILY DOLLAR	BRADY STERBENTZ	20240626
602	49450	50210	15.48	MENARDS CAMBRIDGE MN	BRADY STERBENTZ	20240703
101	41940	50401	460.80	MENARDS CAMBRIDGE MN	BRADY STERBENTZ	20240703
615	49550	50380	150.06	WSC*WINDSTREAM PMT&FEE	BRADY STERBENTZ	20240704
101	42280	50332	257.64	AMAZON MAR* 112-625841	PATRICK HEINEN	20240610
101	42280	50240	2,907.74	ACME TOOLS PLYMOUTH	PATRICK HEINEN	20240617
101	42280	50210	107.36	AMAZON MKTPL*L129Q0913	PATRICK HEINEN	20240617
101	42280	50210	138.28	AMAZON MKTPL*U67GQ1HW3	PATRICK HEINEN	20240618
101	42280	50210	44.30	AMAZON.COM*I82QO9NS3	PATRICK HEINEN	20240618
101	42280	50210	32.20	AMAZON MKTPL*R58HH1SA1	PATRICK HEINEN	20240619
101	42280	50210	51.48	AMAZON MKTPL*1X8K49ZJ3	PATRICK HEINEN	20240619
101	42280	50210	25.12	AMAZON.COM*0Z5TC63W3	PATRICK HEINEN	20240621
208	42280	50201	2,099.00	THE WEBSTaurant STORE INC	PATRICK HEINEN	20240703
615	49550	50210	606.80	ENVELOPES.COM	RAGINI VARMA	20240607
201	46500	50210	941.31	USPS.COM EVERY DOOR DTML	RAGINI VARMA	20240614
101	42280	50207	162.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240702
101	41940	50207	756.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240702
602	49450	50207	36.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240702
609	49750	50207	36.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240702
609	48000	50207	18.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240702
615	49550	50207	108.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240702
101	42400	50332	171.86	SUPER 8 MOTELS	ACCOUNTS PAYABLE	20240607
101	41940	50380	710.72	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	42110	50380	95.54	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	42280	50380	425.59	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	42500	50380	304.53	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	42800	50233	688.10	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	42800	50262	4,676.15	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	43000	50380	580.50	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	45000	50380	521.68	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	45500	50380	1,166.21	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610

602	49450	50380	8,139.88	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
609	48000	50380	615.97	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
609	49750	50380	881.92	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
615	49550	50380	4,505.56	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
620	49600	50380	2,583.10	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240610
101	41940	50321	879.86	ZULTY S INC	ACCOUNTS PAYABLE	20240612
609	48000	50321	93.43	ZULTY S INC	ACCOUNTS PAYABLE	20240612
609	49750	50321	163.96	ZULTY S INC	ACCOUNTS PAYABLE	20240612
609	49750	50380	79.83	NORTH BRANCH WATER & LIG	ACCOUNTS PAYABLE	20240624
101	45500	50380	37.98	NORTH BRANCH WATER & LIG	ACCOUNTS PAYABLE	20240624
615	49550	50210	14.40	AMAZON.COM*BI1LM6HV3	SHAWN WILLIAMS	20240607
101	42280	50404	716.54	ZIEGLER INC COLUMBUS	SHAWN WILLIAMS	20240607
101	45000	50210	170.82	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240610
612	49700	50404	39.48	SQ *FROST INC.	SHAWN WILLIAMS	20240610
101	41940	50300	42.96	CINTAS CORP	SHAWN WILLIAMS	20240612
602	49450	50237	46.28	CINTAS CORP	SHAWN WILLIAMS	20240612
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240612
609	48000	50300	42.65	CINTAS CORP	SHAWN WILLIAMS	20240612
101	43000	50237	90.97	CINTAS CORP	SHAWN WILLIAMS	20240612
101	43000	50210	14.99	AMAZON PRIME*2L1929H43	SHAWN WILLIAMS	20240613
602	49450	50404	71.98	O'REILLY 1540	SHAWN WILLIAMS	20240617
101	45000	50404	30.79	O'REILLY 1540	SHAWN WILLIAMS	20240618
101	43000	50210	200.00	AMERICAN FLAGPOLE & FLAG	SHAWN WILLIAMS	20240618
101	45000	50210	600.00	AMERICAN FLAGPOLE & FLAG	SHAWN WILLIAMS	20240618
620	49600	50210	288.60	AMERICAN FLAGPOLE & FLAG	SHAWN WILLIAMS	20240618
101	43000	50237	489.91	SAFE-FAST (LAX)	SHAWN WILLIAMS	20240619
602	49450	50237	317.00	SAFE-FAST (LAX)	SHAWN WILLIAMS	20240619
615	49550	50237	317.00	SAFE-FAST (LAX)	SHAWN WILLIAMS	20240619
101	45000	50237	317.00	SAFE-FAST (LAX)	SHAWN WILLIAMS	20240619
612	49700	50404	67.93	NAPA AUTO 0023892	SHAWN WILLIAMS	20240619
602	49450	50237	24.64	CINTAS CORP	SHAWN WILLIAMS	20240619
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240619
609	49750	50300	47.92	CINTAS CORP	SHAWN WILLIAMS	20240619
101	43000	50237	81.57	CINTAS CORP	SHAWN WILLIAMS	20240619
615	49550	50210	371.30	MENARDS FOREST LAKE MN	SHAWN WILLIAMS	20240620
615	49550	50210	75.38	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240620
612	49700	50404	15.29	NAPA AUTO 0023892	SHAWN WILLIAMS	20240620
101	42500	50404	543.16	NAPA AUTO 0023892	SHAWN WILLIAMS	20240620
615	49550	50210	1,574.67	HACH COMPANY	SHAWN WILLIAMS	20240621
101	43000	50210	74.85	CULLIGAN PINE CITY	SHAWN WILLIAMS	20240621
101	43000	50224	6,575.86	SHERWIN WILLIAMS 703211	SHAWN WILLIAMS	20240621
101	42500	50404	(45.65)	NAPA AUTO 0023892	SHAWN WILLIAMS	20240624
615	49550	50210	116.91	PIZZA PUB - NORTH BRAN	SHAWN WILLIAMS	20240624

620	49600	50210	244.40	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240624
615	49550	50404	62.26	EBAY O*05-11730-62893	SHAWN WILLIAMS	20240624
615	49550	50404	4,273.32	CORE & MAIN 901	SHAWN WILLIAMS	20240624
101	45000	50210	351.92	SQ *BRANCH NURSERY	SHAWN WILLIAMS	20240624
101	43000	50210	174.00	MHLTHFVEPIC6126726724	SHAWN WILLIAMS	20240624
101	43000	50406	70.00	MHLTHFVEPIC6126726724	SHAWN WILLIAMS	20240624
615	49550	50406	35.00	MHLTHFVEPIC6126726724	SHAWN WILLIAMS	20240624
602	49450	50406	35.00	MHLTHFVEPIC6126726724	SHAWN WILLIAMS	20240624
602	49450	50404	2,001.00	POWER PROCESS EQUIP 3611	SHAWN WILLIAMS	20240625
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240626
602	49450	50237	22.83	CINTAS CORP	SHAWN WILLIAMS	20240626
101	45500	50300	25.96	CINTAS CORP	SHAWN WILLIAMS	20240626
101	42280	50300	9.49	CINTAS CORP	SHAWN WILLIAMS	20240626
609	48000	50300	42.65	CINTAS CORP	SHAWN WILLIAMS	20240626
101	43000	50237	110.49	CINTAS CORP	SHAWN WILLIAMS	20240626
101	45000	50404	69.60	WINNICK SUPPLY	SHAWN WILLIAMS	20240627
101	42110	50404	5.74	NAPA AUTO 0023892	SHAWN WILLIAMS	20240627
615	49550	50404	593.32	SQ *HOSE PROS LLC	SHAWN WILLIAMS	20240627
602	49450	50404	10.79	NAPA AUTO 0023892	SHAWN WILLIAMS	20240628
602	49450	50210	25.00	REVEAL BY TACTACAM	SHAWN WILLIAMS	20240701
101	45000	50415	2,050.00	LAKESHORE RECYCLING SYST	SHAWN WILLIAMS	20240701
101	43000	50210	817.00	MAIN STREET HARDWARE	SHAWN WILLIAMS	20240701
620	49600	50300	261.69	PER MAR SECURITY	SHAWN WILLIAMS	20240701
620	49600	50300	120.00	PER MAR SECURITY	SHAWN WILLIAMS	20240701
602	49450	50237	22.83	CINTAS CORP	SHAWN WILLIAMS	20240703
615	49550	50300	11.80	CINTAS CORP	SHAWN WILLIAMS	20240703
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240703
609	49750	50300	47.92	CINTAS CORP	SHAWN WILLIAMS	20240703
101	43000	50237	99.58	CINTAS CORP	SHAWN WILLIAMS	20240703
101	42110	50210	23.95	SQ *POLICE BIKE STORE	DANIEL T MEYER	20240618
101	42110	50210	36.45	EXPRESSIVE PRINTING	DANIEL T MEYER	20240619
101	42110	50210	504.56	BELL SPORTS	DANIEL T MEYER	20240621
101	42110	50210	240.66	THE UPS STORE 5039	DANIEL T MEYER	20240624
101	42110	50300	8.97	CIOX HEALTH	DANIEL T MEYER	20240624
101	42110	50210	34.15	DOLLAR GENERAL #13499	DANIEL T MEYER	20240624
101	42110	50433	225.13	THOMSON WEST*TCD	DANIEL T MEYER	20240625
851	42110	50430	76.50	CANVA* I04193-82465990	DANIEL T MEYER	20240626
101	42110	50332	300.00	BCA TRAINING EDUCATION	DANIEL T MEYER	20240626
101	42110	50210	42.99	NORTH BRANCH COUNTY	DANIEL T MEYER	20240627
101	42110	50300	99.99	LEO WEB PROTECT INC.	DANIEL T MEYER	20240702
101	42110	50404	156.00	CK HOLIDAY # 06403	DANIEL T MEYER	20240703
101	42110	50433	36.92	GETSLING.COM	DANIEL T MEYER	20240708

Total	65,205.16
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Prepared By:
Shawn Williams, Public Works Director
Presenter: Shawn Williams, Public Works Director
Date: 07/19/2024

Board & Commission: City Council

Subject: Resolution R-71-2024 Approving Pay Request No. 5 for the Highway 95 Water Main Replacement Project

The Hwy. 95 Water main replacement project is under way and the contractor, Bituminous Roadways Inc. has submitted pay request #5 in the amount of \$631,064.83 for this project. All quantities and pricing for this pay request have been verified by WSB, the city engineer, as accurate. The project is going well and is on schedule with stage 3 of 3 of the project timeline. The project is ahead of schedule by one month and has been completed with minor punch list items remaining. Hwy. 95 was opened to traffic on August 13th.

Project Background:

The former Water and Light Commission approved this project at their February 15, 2023 meeting. The water main in Hwy. 95 is the original 6 inch cast iron pipe installed when North Branch Water and Light created the public water supply for the town in approximately the late 1940s and early 50's. At 73 years of age, the pipe has more than served its life expectancy and is time for replacement. There have been numerous breaks over the years, and it is in the utilities capital plan for replacement. The first step in the process is to authorize preparation of plans and specifications and approve a contract with the City's Engineering Firm WSB for the design and construction services. This will include an updated engineer's estimate for the project based on the best installation method, and a detailed timeline for the project.

Plans, specifications and authorization to advertise for bids were approved at the October 18th, 2023 meeting. Bids were received for the above referenced project on Thursday, November 9th, 2023 and were opened and read aloud. Five bids were received and are listed in the table below for your reference. The bids were verified for accuracy and the low bid was from Bituminous Roadways Inc. of Mendota Heights, MN. The engineers estimate for this project was \$3,207,748.50. The project would be awarded this fall with an early 2024 start of mid to end of May, the definitive date will be determined once we have

the pre-construction meeting with the contractor after notice of award has been given.

Contractor	Grand Total Bid
Bituminous Roadways, Inc.	\$3,089,821.85
Minger Construction Co. Inc.	\$3,329,649.70
Northdale Construction Company	\$3,346,725.98
Geislinger and Sons	\$3,416,860.45
Meyer Contracting Inc	\$3,558,265.51
 <i>Engineers Opinion of Construction Cost</i>	 <i>\$3,207,748.50</i>

Voting Requirements:

Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-71-2024

WHEREAS, the North Branch Water and Light Commission approved preparation of plans and specifications and ordering advertisement for bids for the 2023 Watermain Improvements-TH95 Project at their October 18th, 2023 meeting and Bituminous Roadways, Inc. is the lowest responsive bidder with their bid in the amount of \$3,089,821.85, and

WHEREAS, the contractor Bituminous Roadways Inc. has submitted pay request #5 in the amount of \$631,064.83 for this project. The quantities completed have been verified by WSB the city engineer, and agreed upon with the contractor as accurate for this request.

SOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH OF NORTH BRANCH, MINNESOTA, that the pay request #5 to Bituminous Roads Inc. is approved as presented for the amount of \$631,064.83.

Client: City of North Branch 6408 Elm Street North Branch, MN 55056-0910	Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120
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WSB Project No.: 022542-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$3,089,821.85	Original	\$3,089,821.85
Contract Changes	(\$12,815.32)	Additional	N/A
Revised Contract	\$3,077,006.53	Total	\$3,089,821.85

Work Certified To Date	
Base Bid Items	\$2,125,488.10
Contract Changes	\$327,566.47
Material On Hand	\$0.00
Total	\$2,453,054.57

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$664,278.77	\$2,453,054.57	\$122,652.73	\$1,699,337.01	\$631,064.83	\$2,330,401.84
Percent Retained: 5%			Percent Complete: 79.72%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Approved By Bituminous Roadways, Inc.

Signature

Signature

8/1/2024

8/1/2024

Date

Date

Approved By City of North Branch

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	04/01/24	\$176,490.00	\$8,824.50	\$167,665.50
2	04/28/24	\$385,171.70	\$19,258.59	\$365,913.11
3	06/04/24	\$603,441.23	\$30,172.06	\$573,269.17
4	07/01/24	\$623,672.87	\$31,183.64	\$592,489.23
5	08/01/24	\$664,278.77	\$33,213.94	\$631,064.83

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
local	\$2,453,054.57	\$122,652.73	\$1,699,337.01	\$631,064.83	\$2,330,401.84

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$631,064.83	\$3,077,006.53	\$3,089,821.85	\$2,330,401.84

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$94,500.00	1	0.5	\$47,250.00	1	\$94,500.00
2	2101.502	CLEARING	EACH	\$295.00	7	0	\$0.00	6	\$1,770.00
3	2101.502	GRUBBING	EACH	\$943.00	7	0	\$0.00	6	\$5,658.00
4	2102.503	PAVEMENT MARKING REMOVAL	L F	\$1.15	600	0	\$0.00	553	\$635.95
5	2104.502	REMOVE GATE VALVE & BOX	EACH	\$207.00	12	5	\$1,035.00	21	\$4,347.00
6	2104.502	REMOVE CURB STOP & BOX	EACH	\$207.00	45	23	\$4,761.00	55	\$11,385.00
7	2104.502	REMOVE HYDRANT	EACH	\$330.00	8	3	\$990.00	8	\$2,640.00
8	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$347.00	1	0	\$0.00	2	\$694.00
9	2104.502	SALVAGE SIGN	EACH	\$118.00	8	1	\$118.00	5	\$590.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.00	130	0	\$0.00	48	\$288.00
11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.00	4570	0	\$0.00	1734	\$3,468.00
12	2104.503	REMOVE WATER MAIN	L F	\$4.00	1380	40	\$160.00	530.5	\$2,122.00
13	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$10.00	288	0	\$0.00	392	\$3,920.00
14	2104.503	REMOVE CURB	L F	\$12.50	640	0	\$0.00	0	\$0.00
15	2104.503	REMOVE CURB & GUTTER	L F	\$12.50	1400	0	\$0.00	2486	\$31,075.00
16	2104.503	REMOVE WATER SERVICE PIPE	L F	\$2.00	980	611	\$1,222.00	1246	\$2,492.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
17	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$21.00	130	52	\$1,092.00	152.7	\$3,206.70
18	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$19.00	110	0	\$0.00	6	\$114.00
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$15.00	130	0	\$0.00	90	\$1,350.00
20	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$9.25	7070	0	\$0.00	4837.43	\$44,746.23
21	2104.518	REMOVE CONCRETE WALK	S F	\$2.00	12030	-253	(\$506.00)	12089	\$24,178.00
22	2106.507	EXCAVATION - COMMON	C Y	\$47.00	1600	430	\$20,210.00	1490	\$70,030.00
23	2106.507	EXCAVATION - SUBGRADE	C Y	\$55.50	330	0	\$0.00	36	\$1,998.00
24	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$33.00	330	21.9	\$722.70	49.1	\$1,620.30
25	2106.601	DEWATERING	LS	\$122,000.00	1	0.2	\$24,400.00	1	\$122,000.00
26	2112.604	SUBGRADE PREPARATION	S Y	\$3.00	7070	1418.55	\$4,255.65	5886.43	\$17,659.29
27	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$180.00	120	0	\$0.00	6	\$1,080.00
28	2123.610	UTILITY CREW	HOURL	\$1,060.00	20	0	\$0.00	17.75	\$18,815.00
29	2130.523	WATER (DUST CONTROL)	MGAL	\$104.00	60	0	\$0.00	0	\$0.00
30	2211.509	AGGREGATE BASE CLASS 5	TON	\$32.00	2970	622.99	\$19,935.68	2369.39	\$75,820.48
31	2331.603	JOINT ADHESIVE	L F	\$0.90	6820	0	\$0.00	0	\$0.00
32	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.00	1220	300	\$300.00	625	\$625.00
33	2360.504	TYPE SP 9.5 WEAR CRS MIX(2,C) 3.0" THICK	S Y	\$40.00	130	0	\$0.00	0	\$0.00
34	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$106.00	3680	1385.85	\$146,900.10	2365.12	\$250,702.72
35	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	\$98.50	34	0	\$0.00	0	\$0.00
36	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$70.00	84	0	\$0.00	38.5	\$2,695.00
37	2503.503	24" RC PIPE SEWER DES 3006 CL IV	L F	\$138.00	40	0	\$0.00	0	\$0.00
38	2503.503	33" RC PIPE SEWER DES 3006 CL III	L F	\$387.00	18	0	\$0.00	0	\$0.00
39	2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	\$2,385.00	10	5	\$11,925.00	14	\$33,390.00
40	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$778.00	10	0	\$0.00	9	\$7,002.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
41	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,130.00	8	0	\$0.00	1	\$1,130.00
42	2503.603	TELEWISE SANITARY SEWER	L F	\$4.00	5800	0	\$0.00	1060	\$4,240.00
43	2503.608	DUCTILE IRON FITTINGS	LB	\$17.00	1680	358	\$6,086.00	3091	\$52,547.00
44	2504.503	2" TYPE K COPPER PIPE (BORING)	LF	\$123.00	0	0	\$0.00	0	\$0.00
45	2504.601	TEMPORARY WATER SERVICE	LS	\$62,910.00	1	0.34	\$21,389.40	1	\$62,910.00
46	2504.602	IRRIGATION SYSTEM REPAIR	EACH	\$353.00	10	0	\$0.00	6	\$2,118.00
47	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$2,455.00	10	0	\$0.00	9	\$22,095.00
48	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$281.00	0	0	\$0.00	0	\$0.00
49	2504.602	HYDRANT	EACH	\$8,705.00	9	3	\$26,115.00	9	\$78,345.00
50	2504.602	ABANDON WATER SERVICE	EACH	\$1,240.00	1	0	\$0.00	0	\$0.00
51	2504.602	1" CORPORATION STOP	EACH	\$777.00	0	0	\$0.00	0	\$0.00
52	2504.602	2" CORPORATION STOP	EACH	\$1,735.00	0	0	\$0.00	0	\$0.00
53	2504.602	6" GATE VALVE & BOX	EACH	\$3,055.00	14	4	\$12,220.00	16	\$48,880.00
54	2504.602	8" GATE VALVE & BOX	EACH	\$4,005.00	16	3	\$12,015.00	15	\$60,075.00
55	2504.602	10" GATE VALVE & BOX	EACH	\$5,720.00	2	0	\$0.00	2	\$11,440.00
56	2504.602	1" CURB STOP & BOX	EACH	\$1,000.00	0	0	\$0.00	0	\$0.00
57	2504.602	2" CURB STOP & BOX	EACH	\$2,070.00	0	0	\$0.00	0	\$0.00
58	2504.603	1" TYPE K COPPER PIPE (BORING)	LF	\$106.00	0	0	\$0.00	0	\$0.00
59	2504.603	8" PVC WATERMAIN (PIPE BURSTING)	LF	\$88.50	2191	0	\$0.00	3161	\$279,748.50
60	2504.603	1" TYPE K COPPER PIPE	L F	\$104.00	0	0	\$0.00	0	\$0.00
61	2504.603	2" TYPE K COPPER PIPE	L F	\$121.00	0	0	\$0.00	0	\$0.00
62	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$101.00	290	40	\$4,040.00	324.5	\$32,774.50
63	2504.603	10" WATERMAIN DUCTILE IRON CL 52	L F	\$103.00	40	0	\$0.00	48.5	\$4,995.50
64	2504.603	8" PVC WATERMAIN	L F	\$88.50	1408	36	\$3,186.00	337.5	\$29,868.75

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
65	2504.603	8" PVC WATERMAIN (DIRECTIONAL DRILLED)	L F	\$95.00	458	0	\$0.00	540	\$51,300.00
66	2504.603	18" STEEL CASING PIPE	L F	\$449.00	160	0	\$0.00	0	\$0.00
67	2504.604	4" POLYSTYRENE INSULATION	S Y	\$75.00	100	0	\$0.00	70.62	\$5,296.50
68	2506.502	ADJUST FRAME & RING CASTING	EACH	\$1,065.00	13	1	\$1,065.00	6	\$6,390.00
69	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LF	\$1,360.00	4.4	0	\$0.00	8	\$10,880.00
70	2519.507	CLSM LOW DENSITY	C Y	\$306.00	90	0	\$0.00	0	\$0.00
71	2521.518	4" CONCRETE WALK	S F	\$10.00	9590	4709	\$47,090.00	9831	\$98,310.00
72	2521.518	6" CONCRETE WALK	S F	\$15.50	2300	824	\$12,772.00	1734	\$26,877.00
73	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$37.50	1080	1264	\$47,400.00	2270	\$85,125.00
74	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$41.00	320	0	\$0.00	168	\$6,888.00
75	2531.503	CONCRETE CURB DESIGN V4	L F	\$44.00	640	0	\$0.00	0	\$0.00
76	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$95.00	70	106	\$10,070.00	106	\$10,070.00
77	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$110.00	60	0	\$0.00	47	\$5,170.00
78	2531.604	7" CONCRETE VALLEY GUTTER	S Y	\$177.00	110	180	\$31,860.00	180	\$31,860.00
79	2531.618	TRUNCATED DOMES	SF	\$70.50	240	120	\$8,460.00	240	\$16,920.00
80	2545.602	ADJUST HANDHOLE	EACH	\$1,265.00	1	0	\$0.00	0	\$0.00
81	2563.601	TRAFFIC CONTROL	LS	\$60,320.00	1	0.2	\$12,064.00	0.9	\$54,288.00
82	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$7,895.00	1	0	\$0.00	0	\$0.00
83	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$147.00	48	0	\$0.00	42	\$6,174.00
84	2564.602	INSTALL SALVAGED SIGN	EACH	\$177.00	8	3	\$531.00	5	\$885.00
85	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	\$1,515.00	7	5	\$7,575.00	5	\$7,575.00
86	2565.616	TEMPORARY SIGNAL SYSTEM A	SYS	\$140,000.00	1	0	\$0.00	0	\$0.00
87	2565.616	TEMPORARY SIGNAL SYSTEM C	SYS	\$138,500.00	1	0	\$0.00	1	\$138,500.00
88	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,395.00	1	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
89	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$252.00	40	0	\$0.00	29	\$7,308.00
90	2573.503	SILT FENCE, TYPE MS	L F	\$2.50	500	0	\$0.00	0	\$0.00
91	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$2.50	3360	0	\$0.00	500	\$1,250.00
92	2574.507	COMMON TOPSOIL BORROW	C Y	\$53.50	430	40	\$2,140.00	80.25	\$4,293.38
93	2574.508	FERTILIZER TYPE 3	LB	\$1.00	110	0	\$0.00	50	\$50.00
94	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$4.00	200	0	\$0.00	0	\$0.00
95	2575.505	SEEDING	ACRE	\$295.00	1.05	0	\$0.00	0	\$0.00
96	2575.508	SEED MIXTURE 21-111	LB	\$1.00	60	0	\$0.00	0	\$0.00
97	2575.508	SEED MIXTURE 21-112	LB	\$1.00	60	0	\$0.00	0	\$0.00
98	2575.508	SEED MIXTURE 25-151	LB	\$5.00	70	0	\$0.00	50	\$250.00
99	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	\$2.00	3130	0	\$0.00	200	\$400.00
100	2575.523	WATER	MGAL	\$177.00	50	0	\$0.00	0	\$0.00
101	2582.503	4" DOUBLE SOLID LINE MULTI COMPONENT	L F	\$1.50	1510	0	\$0.00	0	\$0.00
102	2582.503	4" SOLID LINE PAINT (WR)	L F	\$0.30	20570	0	\$0.00	15557	\$4,667.10
103	2582.503	6" SOLID LINE PAINT (WR)	L F	\$0.90	660	0	\$0.00	610	\$549.00
104	2582.503	4" DBLE SOLID LINE PAINT (WR)	L F	\$0.70	11333	0	\$0.00	9146	\$6,402.20
105	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.70	2810	0	\$0.00	840	\$588.00
106	2582.503	4" BROKEN LINE MULTI COMP	L F	\$0.70	120	0	\$0.00	70	\$49.00
107	2582.518	PAVT MSSG MULTI COMP GR IN	S F	\$14.00	90	0	\$0.00	62	\$868.00
108	2582.518	CROSSWALK MULTI COMP GR IN	S F	\$10.00	2170	0	\$0.00	252	\$2,520.00
109	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	\$3,000.00	1	0	\$0.00	0	\$0.00
Bid Totals:							\$550,849.53		\$2,125,488.10

Project Category Totals		
Category	Amount This Voucher	Amount To Date
SCHEDULE A. WATERMAIN IMPROVEMENTS	\$550,849.53	\$2,125,488.10
SCHEDULE B. PROVISIONAL ITEMS	\$0.00	\$0.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	110	2563.601	ADDITIONAL TRAFFIC CONTROL	LS	\$4,312.50	1	1	\$4,312.50	1	\$4,312.50
CO	2	111	2504.503	2" PE PIPE (BORING)	LF	\$114.17	450	36	\$4,110.12	299	\$34,136.83
CO	2	112	2504.602	CONNECT TO EXISTING WATER SERVICE	EA	\$281.00	53	21	\$5,901.00	50	\$14,050.00
CO	2	113	2504.602	1" CORPORATION STOP	EACH	\$784.75	18	18	\$14,125.50	18	\$14,125.50
CO	2	114	2504.602	2" CORPORATION STOP	EACH	\$1,741.27	35	3	\$5,223.81	31	\$53,979.37
CO	2	115	2504.602	1" CURB STOP & BOX	EACH	\$1,014.16	18	18	\$18,254.88	18	\$18,254.88
CO	2	116	2504.602	2" CURB STOP & BOX	EACH	\$2,069.11	35	3	\$6,207.33	32	\$66,211.52
CO	2	117	2504.603	1" PE PIPE (BORING)	LF	\$102.37	590	494	\$50,570.78	494	\$50,570.78
CO	2	118	2504.603	1" PE PIPE	LF	\$100.37	80	55	\$5,520.35	73	\$7,327.01
CO	2	119	2504.603	2" PE PIPE	LF	\$112.17	550	26	\$2,916.42	609	\$68,311.53
CO	3	120	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	(\$2.08)	3680	2365.12	(\$4,919.45)	2365.12	(\$4,919.45)
CO	4	121	2564.518	2 BUSINESS ACCESS SIGNS 48"x24"	SF	\$41.00	16	16	\$656.00	16	\$656.00
CO	4	122	2021.501	MOBILIZATION FOR SPEED LIMIT SIGNS	LS	\$550.00	1	1	\$550.00	1	\$550.00
Contract Change Totals:								\$113,429.24		\$327,566.47	

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
2	CO	Additional Traffic Control Material Cost Reduction	\$112,830.19	\$326,967.42
1	CO	ADDITIONAL TRAFFIC CONTROL	\$4,312.50	\$4,312.50
3	CO	Credit from Virgin to Recycle Mix on Final Lift	(\$4,919.45)	(\$4,919.45)
4	CO	Add business access signs & mobilization for speed limit signs.	\$1,206.00	\$1,206.00

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

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



August 1, 2024

Mr. Shawn Williams
City of North Branch
6408 Elm Street
North Branch, MN 55056

Re: TH 95 Watermain Improvement Project
City of North Branch, MN
WSB Project No. 022542-000

Dear Mr. Williams:

Please find enclosed Construction Pay Voucher No. 5 for the above referenced project in the amount of \$631,064.83. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of North Branch approve Construction Pay Voucher No. 5 for Bituminous Roadways, Inc.

The amount indicated above reflects work certified through July 31, 2024, with a 5% retainage applied. Please include one executed copy with the payment to Bituminous Roadway, Inc. and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at 612.388.9652. Thank you.

Sincerely,

WSB

Justin Messner, PE
Director of Municipal Services

Attachments



Prepared By:
Shawn Williams, Public Works Director
Presenter: Shawn Williams, Public Works Director
Date: 07/19/2024

Board & Commission: City Council

Subject: Resolution R-70-2024 Approving Pay Request No. 7 for the Water Tower #1 Rehab Project

Background Information:

Osseo Construction Company LLC has submitted pay request #7 for the Water Tower 1 rehab project. WSB, our engineer, has reviewed and verified the pay request for accuracy and recommends payment for the amount of \$54,205.10 as presented. I am asking the council to consider this request, and if so inclined, do so in the form of a motion. Attached are the pay request documents for your review. The project schedule has now been pushed out 30 days, to July 22, 2024 as the completion date. This delay is from the recent rains prohibiting exterior work.

Below is the project background for your reference.

At the February 15th 2023 the former North Branch Water and Light Meeting, the commission approved requesting RFP's for the water tower 1 rehabilitation project. Then at the May 17th meeting the commission approved WSB to design plans and specifications for the project, next the project was advertised for bids, and at the June 28th meeting the commission awarded the low bid to Osseo Construction Co. LLC. for the amount of \$773,760.00

Financial/Budget Impacts:

This is a planned and budgeted capital project funded within the water utilities 2023 budget.

Deadline:

Approval at this meeting to meet the contract payment requirements.

Staff Recommendation:

Approval as presented.

Requested Commission Action:

Approval of pay request #7 as presented.

Voting Requirements:

Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-70-2024

Resolution R-67-2024 Approving Pay Request #7 for the Water Tower 1 Rehabilitation Project

WHEREAS, pursuant to North Branch Water and Light Commission Authorization on February 15th, 2023 by awarding the 2023 Water Tower #1 Rehabilitation Project to Osseo Construction Co. LLC for the amount of \$773,760.00, and

WHEREAS, Osseo Construction Co. LLC has submitted Pay Request #7 for the 2023 Water Tower #1 rehabilitation project for the amount of \$54,205.10 and all pay items have been verified by WSB the City's Engineer as accurate.

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

Water Tower No. 1 Rehabilitation Project pay request #7 in the amount of \$54,205.10 to Osseo Construction Co. LLC be approved as presented.



August 6, 2024

Mr. Shawn Williams
City of North Branch
P.O. Box 910
North Branch, MN 55056

Re: Application for Payment No. 7
Water Tower No. 1 Rehabilitation
City of North Branch
WSB Project No. 022305-000

Dear Mr. Williams:

Please find attached Application for Payment No. 7 from Osseo Construction Co. LLC for the construction of the Water Tower No. 1 Rehabilitation. We reviewed this application and find it acceptable for payment. Note that this application includes the deduct for additional construction administration and inspection services by WSB and Badger State Inspection (BSI) *to date* per Change Order No. 1, which will continue to accrue on future applications. We recommend making a payment of \$54,205.10 to Osseo Construction Co. LLC. If you are in agreement, please sign the application and process it for payment.

Sincerely,

WSB

Jon Christensen
Project Manager
jchristensen@wsbeng.com
(612) 437-7967

cc: Justin Messner, WSB
Steve Nelson, WSB
Kelly Mulhern, BSI

APPLICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

Owner:
City of North Branch
PO Box 910
North Branch, MN 55056
CONTRACTOR:
Osseo Construction Co. LLC
PO Box 143, 14248 10th Street
Osseo, WI 54758

PROJECT: Water Tower No. 1
Rehabilitation

APPLICATION NO: 7

PERIOD TO: 8/2/2024

PROJECT #: 022305-000
CONTRACT #:
CONTRACT DATE:

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ GENERAL CONTRACTOR
☐ SUBCONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	773,760.00
2. Net change by Change Orders	\$	(67,363.70)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	706,396.30
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	556,691.30
5. RETAINAGE:		
a. <u>5%</u> of Completed Work (Column D + E)	\$	27,834.57
b. <u> </u> % of Stored Material (Column F)	\$	n/a
Total Retainage (Lines 5a + 5b or Total in Column I)	\$	27,834.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	528,856.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	474,651.64
8. CURRENT PAYMENT DUE	\$	54,205.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	177,539.57

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from The Osseo Construction Co. LLC, and that current payment shown herein is now due.


Contractors Signature

8/6/2024
Date


Engineers Signature

08/06/2024
Date

Owners Signature

Date

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor	\$54,636.30	(\$91,750.00)
Total approved this Month		(\$30,250.00)
TOTALS	\$54,636.30	(\$122,000.00)
NET CHANGES by Change Order	\$54,636.30	(\$122,000.00)

CONTINUATION SHEET							PAGE 2 OF 2 PAGES			
							APPLICATION NO:		7	
							APPLICATION DATE:		8/6/2024	
In tabulations below, amounts are stated to the nearest dollar.							PERIOD TO:		8/2/2024	
Use Column I on Contracts where variable retainage for line items may apply.						CONTRACTOR'S PROJECT NO:				
	A	B	C	D	E	F	G		H	I
	ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
	NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
				APPLICATION		STORED	AND STORED		(C - G)	RATE)
				(D + E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
	1	Mobilization & Site Maintenance	\$50,000.00	\$22,500.00	\$0.00	N/A	\$22,500.00	45.00%	\$27,500.00	\$1,125.00
	2	Construct new precast concrete altitude valve vault including appurtenant work necessary to connect and integrate altitude valve with existing NBWL SCADA system. CO2 - additional dewatering and watermain realignment work as detailed in the C&L Excavating reports.	\$184,042.30	\$184,042.30	\$0.00	N/A	\$184,042.30	100.00%	\$0.00	\$9,202.12
	3	Remove existing chain link fence and gate and install new 8' tall chain link fence and gate as shown. CO2 Increase by \$10,500 for additional fencing.	\$25,500.00	\$2,500.00	\$0.00	N/A	\$2,500.00	9.80%	\$23,000.00	\$125.00
	4	Provide miscellaneous grinding.	\$6,000.00	\$6,000.00	\$0.00	N/A	\$6,000.00	100.00%	\$0.00	\$300.00
	5	Provide miscellaneous welding.	\$4,500.00	\$2,250.00	\$0.00	N/A	\$2,250.00	50.00%	\$2,250.00	\$112.50
	6	Seal weld the inside unwelded seams around the roof manway and the drywell tube collar. Seal weld the overlapped plate joint of the dollar plates. See photos 2 through 5 in Appendix A.	\$7,500.00	\$7,500.00	\$0.00	N/A	\$7,500.00	100.00%	\$0.00	\$375.00
	7	Seal weld the dollar plate to roof plates, the overlapping roof plate seams, both sides of the intermittently welded roof rafters, and the overlapped roof plates to the upper torus plates. See photos 2 through 5 in Appendix A.	\$20,000.00	\$20,000.00	\$0.00	N/A	\$20,000.00	100.00%	\$0.00	\$1,000.00
	8	Replace the overflow diffuser plate. Radius all edges by grinding. See photo 6 in Appendix A.	\$2,500.00	\$2,500.00	\$0.00	N/A	\$2,500.00	100.00%	\$0.00	\$125.00
	9	Remove the rigid safety climb pipe from the interior wet ladder. Furnish and install a Self-Retracting Lifeline (SRL) and seal welded bracket to the roof plates. See photo 2 in Appendix A.	\$3,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	100.00%	\$0.00	\$150.00
	10	Remove approximately eight (8) painter rigging tabs by air arch gouging, cutting torch, or grinding. Repair the surface by welding and grinding to a smooth plate condition.	\$2,400.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$2,400.00	\$0.00

11	Furnish and install two (2) 1-inch x 1/2-inch bars on the inlet/outlet pipe opening.	\$500.00	\$500.00	\$0.00	N/A	\$500.00	100.00%	\$0.00	\$25.00
12	Remove the complete Cathodic Protection (C.P.) System from the interior roof plates, including equipment laying on the bowl plates. Seal weld a 10-inch diameter cover plate over the twelve (12) roof openings both interior and exterior. See BSI Drawing No. 4 in Appendix B.	\$4,200.00	\$4,200.00	\$0.00	N/A	\$4,200.00	100.00%	\$0.00	\$210.00
13	Seal weld on the interior of the roof vent and in the inlet/outlet pipe extension a 2" x 3 x 1/4-inch Stainless Steel plate with threaded bolt hole. This plate will be used for Low-Voltage Holiday Testing.	\$500.00	\$500.00	\$0.00	N/A	\$500.00	100.00%	\$0.00	\$25.00
14	Temporarily remove, store, and protect the Kasco Mixer from the interior wet area. Contractor shall be the responsible to repair or replace any damage they cause to the unit. Reinstall the mixer per manufacturer's instructions by welding new mounting brackets on the drywell tube next to the ladder. See photo 8 in Appendix A. See BSI Drawing 15 in Appendix B for reference only.	\$2,500.00	\$2,000.00	\$0.00	N/A	\$2,000.00	80.00%	\$500.00	\$100.00
15	Seal weld the unwelded plate seams on the underside of the drywell tube compression rings.	\$4,000.00	\$4,000.00	\$0.00	N/A	\$4,000.00	100.00%	\$0.00	\$200.00
16	Complete sandblasting and recoating of the interior wet surfaces per the specifications. See photos 2 through 10 in Appendix A. The existing coating Dry Film Thickness (DFT) on the roof structural members and roof plates varies from 10 to 15 mils DFT. The existing coating DFT on the shell plates varies from 9.8 to 18.6 mils DFT, with an average of 12 mils plus DFT.	\$90,000.00	\$49,500.00	\$36,000.00	N/A	\$85,500.00	95.00%	\$4,500.00	\$4,275.00
17	Seal weld (interior and exterior) the coupling for the electrical under the cover plate of the drywell tube.	\$3,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	100.00%	\$0.00	\$150.00
18	Complete the following to convert the top landing into a condensate ceiling: Install a 3- inch by 3-inch by 1/4-inch (3" x 3" x 1/4") rolled angle around the perimeter of the top landing. Plug weld the existing drain holes and grind smooth on both sides of the floor. Add a four-inch by one-quarter-inch (4" x 1/4") curb around the overflow and inlet and outlet pipe penetrations. See BSI Drawing 18 in Appendix B.	\$7,500.00	\$7,500.00	\$0.00	N/A	\$7,500.00	100.00%	\$0.00	\$375.00

19	Install a three-inch (3") condensate ceiling drain with a connecting line with a one-way check valve to the overflow pipe on both the upper and lower condensation floors. The drain lines shall be sloped to the overflow pipe. See BSI Drawing 16 in Appendix B.	\$6,000.00	\$6,000.00	\$0.00	N/A	\$6,000.00	100.00%	\$0.00	\$300.00
20	Remove the 18-inch x 24-inch oval manway in the lower section of the drywell tube. Furnish and install a new 24-inch diameter pressure style manway with repad and interior davit arm. See BSI Drawing 10 in Appendix B.	\$12,000.00	\$12,000.00	\$0.00	N/A	\$12,000.00	100.00%	\$0.00	\$600.00
21	Furnish and install a 3-inch diameter drain valve and piping that connects to the overflow pipe as directed by the Engineer. Install a General Construction Stainless Steel drain valve. See BSI Drawing 19 in Appendix B. Install a flexible connection in the overflow pipe for the new Frost-Free Drain Valve.	\$6,500.00	\$5,875.00	\$0.00	N/A	\$5,875.00	90.38%	\$625.00	\$293.75
22	Furnish and install a new 24-inch diameter pressure style manway with repad in the bowl plates as directed by the Engineer and a ladder from the upper platform for access to this manway. This manway should be located 180 degrees from the drywell tube manway. See BSI Drawing 10 in Appendix B.	\$12,000.00	\$12,000.00	\$0.00	N/A	\$12,000.00	100.00%	\$0.00	\$600.00
23	Remove the existing pole style safety climb system on all the interior dry ladders. Furnish and install a new cable style safety system on all interior ladders. The system shall be made by DBI Sala or an approved equivalent. The system shall also include two large DBIS Sala ExoFit NEX Harnesses (Item No. F1C-1113082) Two Lad Safe Cable Sleeves (Item No. F1C-6116540), Two 2'6" shockwave double lanyard (Item No. F1C-1244321) and One Web rebar positioning Assembly (Item No. F1C-1231380).	\$8,500.00	\$7,500.00	\$0.00	N/A	\$7,500.00	88.24%	\$1,000.00	\$375.00

24	Furnish and install two (2) 16-inch diameter round bolted manways in the center of the floor of both landings. Manway curb shall extend four inches (4") above platform floors. Include a new neoprene/rubber flat gasket for the bolted manway. All seams shall be seal welded top and bottom. The manways shall be similar to that shown in BSI Drawing 11 with bolted plate cover. Remove, relocate, and weld into new location the "C-Channel" on the underside of both condensation platforms as directed by the Engineer.	\$8,000.00	\$8,000.00	\$0.00	N/A	\$8,000.00	100.00%	\$0.00	\$400.00
25	Furnish and install a 4-foot high section of transition ladder welded next to each of the two (2) dry riser platform manways as directed by the Engineer.	\$3,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	100.00%	\$0.00	\$150.00
26	Temporarily remove, store, and protect the inlet/outlet pipe insulation. Contractor shall replace at their own cost all insulation damaged by their misuse. After the coating has been cured and inspected on the inlet/outlet pipe, reinstall the insulation and install a new aluminum jacket. Install new aluminum jacket from the bottom upward to wick away water.	\$5,000.00	\$2,500.00	\$0.00	N/A	\$2,500.00	50.00%	\$2,500.00	\$125.00
27	Furnish and weld install Coaxial brackets spaced 4-feet apart on the interior of the drywell tube. See BSI drawing 42A in Appendix B.	\$4,000.00	\$4,000.00	\$0.00	N/A	\$4,000.00	100.00%	\$0.00	\$200.00
28	Furnish and install ten (10) brackets spaced 8-feet apart on the interior of the dry riser for attaching electrical conduit. See BSI Drawing 41 in Appendix B.	\$3,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	100.00%	\$0.00	\$150.00
29	Furnish and install a 2-inch diameter Sch40 messenger pipe from the tower cone to the bottom of the drywell tube for antenna cable support. Install 8" diameter penetrations at each landing, each penetration shall be seal welded and include a 4" curb. Remove any old conduits or brackets as directed and plug weld or install plates for each of the landing penetrations.	\$10,000.00	\$10,000.00	\$0.00	N/A	\$10,000.00	100.00%	\$0.00	\$500.00
30	Remove the sump pump and piping from the valve pit in its entirety. See photos 20 and 27 in Appendix A.	\$1,000.00	\$1,000.00	\$0.00	N/A	\$1,000.00	100.00%	\$0.00	\$50.00

31	Remove the existing 1-inch condensation drain line that runs from the first landing and exits out the tower cone. Seal weld a three-eighths-inch by four inch (3/8"x4") diameter round plate on both sides of the cone. See photo 20 in Appendix A.	\$2,500.00	\$2,500.00	\$0.00	N/A	\$2,500.00	100.00%	\$0.00	\$125.00
32	After exterior reconditioning, replace all damaged, lose or missing concrete grout under the base plate with non-shrink 3000 PSI grout. After painting is completed and allowed to cure, apply a bead of urethane caulk around the entire perimeter of the interior and exterior seams between the grout and base plate using Sikaflex-1A or approved equal. Apply finish coat over the caulk after the caulking has cured.	\$3,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$3,000.00	\$0.00
33	Remove existing electrical panel and upper electrical meter of the two existing electrical meters. Install new electrical panel as specified in Section 09 92 00.	\$20,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$20,000.00	\$0.00
34	Remove and replace all interior light fixtures, electrical conduit, and electrical outlets with new LED light fixtures, including seven (7) light fixtures and eight (8) electrical outlets.	\$15,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	20.00%	\$12,000.00	\$150.00
35	Complete sandblasting and recoating of the interior dry surfaces, including the inlet/outlet and overflow pipes of the tower and the vault/pit piping, per the specifications. See photos 11 through 28 in Appendix A. The existing coating DFT on the interior of the drywell tube varies from 8 to 14 mils with an average of 12 mils DFT, on the interior of the cone and bowl plates varies from 12 to 15 mils with an average of 13.5 mils DFT, and on the interior of the dry riser is from 8.8 to 14.6 mils with an average of 12.5 mils DFT.	\$52,000.00	\$28,600.00	\$18,200.00	N/A	\$46,800.00	90.00%	\$5,200.00	\$2,340.00
36	Remove the existing roof vent. Furnish and install a new 24-inch diameter frost free aluminum mushroom vent with removable cover that is compliance with AWWA D100-11 and Minnesota Department of Health regulations. See photo 30 in Appendix A and BSI Drawing 6 in Appendix B.	\$11,000.00	\$10,000.00	\$0.00	N/A	\$10,000.00	90.91%	\$1,000.00	\$500.00
37	Install a Handhold/Lanyard attachment safety bracket on the drywell tube exterior cover.	\$1,000.00	\$1,000.00	\$0.00	N/A	\$1,000.00	100.00%	\$0.00	\$50.00

38	Remove the exterior screen around the drywell tube, including all nuts and bolts. Furnish and install a 2-inch x ¼-inch plate the same diameter of the drywell tube exterior cover and seal welded both interior and exterior. Furnish and install a 1 1/2-inch x ¼-inch plate around the edge of the drywell tube cover by seal welding. After finish coating the exterior install a 6-inch x 1/8-inch exterior grade rubber membrane with steel banning. See photo 29 in Appendix A.	\$4,000.00	\$4,000.00	\$0.00	N/A	\$4,000.00	100.00%	\$0.00	\$200.00
39	Furnish and install manway stops on all the roof access manways. See BSI Drawing 12 in Appendix B.	\$6,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	50.00%	\$3,000.00	\$150.00
40	Furnish and install three (3) 4" diameter schedule 40 coax cable penetrations at the top of the drywell tube cover. Include rubber boots for a water tight finish. See BSI Drawing 43 in Appendix B.	\$1,800.00	\$1,800.00	\$0.00	N/A	\$1,800.00	100.00%	\$0.00	\$90.00
41	Remove the existing roof hand railing. Furnish and install a 16' diameter 2-½" Sch40 pipe style handrail with post every 4' Include seal welded 24" angle iron vertical cable brackets with ½" holes every 3" up each post for current and future cable support. See BSI Drawing 14 in Appendix B.	\$18,000.00	\$18,000.00	\$0.00	N/A	\$18,000.00	100.00%	\$0.00	\$900.00
42	Furnish and install two antenna coax cable trays from the drywell tube to the new roof handrail as directed by the engineer. After installation plug weld all existing cable in the drywell manway collar or install cover plates over the holes, seal welding both interior and exterior.	\$2,000.00	\$2,000.00	\$0.00	N/A	\$2,000.00	100.00%	\$0.00	\$100.00
43	Replace the existing SCADA antenna mount with a new bracketed style mount with 4" schedule 40 cable penetration and rubber boot for a watertight fit. Remove Line Item per C02.	\$0.00	\$0.00	\$0.00	N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
44	Remove the existing aviation light and post. Furnish and install a new LED light and a new 10-foot aviation light bracket/post to the new handrail, including all cable, conduit, and connections required for proper operation. See photo 32 in Appendix A and BSI Drawing 8 in Appendix B.	\$5,000.00	\$4,000.00	\$0.00	N/A	\$4,000.00	80.00%	\$1,000.00	\$200.00

	45	After exterior reconditioning, replace all damaged, loose or missing concrete grout under the base plate with non-shrink 3000 PSI grout. After painting is completed and allowed to cure, apply a bead of urethane caulk around the entire perimeter of the interior and exterior seams between the grout and base plate using Sikaflex-1A or approved equal. Apply finish coat over the caulk after the caulking has cured.	\$3,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$3,000.00	\$0.00
	46	Modify the overflow pipe to include a 45 degree bend downward 18" from the ground. Add a splash pad if needed. Add 304SS No. 4 screen and screen retainer. See BSI Drawing 43 in Appendix B.	\$7,500.00	\$7,500.00	\$0.00	N/A	\$7,500.00	100.00%	\$0.00	\$375.00
	47	Remove the existing nameplate and mounting plate, repair surface by welding and grinding to a smooth condition. Furnish and install a new SS Nameplate bracket that sticks out 6" from the wall seal weld the complete exterior plate seam. Furnish and install a new nameplate (include the year last painted and by Contractor).	\$3,000.00	\$3,000.00	\$0.00	N/A	\$3,000.00	100.00%	\$0.00	\$150.00
	48	Remove the existing Dead-Bolt lock. Furnish and install an adjustable door handle so that it closes the tower entrance door tight without any gaps. See photos 23 and 24 in Appendix A.	\$2,500.00	\$2,500.00	\$0.00	N/A	\$2,500.00	100.00%	\$0.00	\$125.00
	49	Provide full exterior containment system with a roof bonnet and ground cover to contain blasting and painting operations.	\$30,000.00	\$30,000.00	\$0.00	N/A	\$30,000.00	100.00%	\$0.00	\$1,500.00
	50	Complete sandblasting and recoating of the exterior per the specifications. See photos 29 through 40 in Appendix A.	\$110,360.00	\$66,216.00	\$33,108.00	N/A	\$99,324.00	90.00%	\$11,036.00	\$4,966.20
	51	Replace the lettering NORTH BRANCH with the North Branch Logo in Appendix E (same as Tower No. 2 west of I-35) at three (3) locations with the size, layout, and orientation as directed by Owner and Engineer.	\$18,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$18,000.00	\$0.00
	52	Disinfection	\$1,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$1,000.00	\$0.00
	54	Deduct \$2000+\$4250=\$6250 for one additional week of inspection and construction services each by BSI and WSB to date per CO1. Second additional week of inspection and construction services (additional \$6250).	(\$12,500.00)	(\$12,500.00)	\$0.00	N/A	(\$12,500.00)	100.00%	\$0.00	(\$625.00)

	55	Deduct for additonal weeks of inspection and construction services each by BSI (\$6500) and WSB (\$2000). Pay App 4 is 1 week of WSB and 2 weeks of BSI (\$15,000 total). Pay App 5 is 2 weeks of WSB and 4.5 weeks of BSI (\$33,250). Pay App 6 is 1 week of WSB and 4 weeks of BSI (\$28,000 total). Pay App 7 is .5 weeks of WSB and 4.5 weeks of BSI (\$30,250 total).	(\$106,500.00)	(\$76,250.00)	(\$30,250.00)		(\$106,500.00)	100.00%	\$0.00	(\$5,325.00)
	56	CO2 - New SCADA Antenna on the roof as detailed in C02 attachment for SCADA Pricing, Option 2	\$7,194.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$7,194.00	\$0.00
	57	CO3 - Provide 49 additional hours of miscellaneous grinding	\$4,900.00	\$4,900.00	\$0.00	N/A	\$4,900.00	100.00%	\$0.00	\$245.00
		GRAND TOTALS	\$706,396.30	\$499,633.30	\$57,058.00	\$0.00	\$556,691.30	78.81%	\$149,705.00	\$27,834.57



Prepared By:
Carla Golden, Liquor Operations Director
Presenter: Carla Golden, Liquor Operations Director
Date: 08/06/2024

Board & Commission: City Council

Subject: Approve Resignation of Liquor Store Clerk

Liquor Operations Director Carla Golden recommends accepting the resignation of Amy Haefs effective August 7, 2024. Amy has been an outstanding employee for North Branch Liquors. Amy provided a two-week notice, and is leaving the city in good standing.

Staff Recommendation

The City Staff recommend accepting the resignation.

Recommended City Council Action

Motion to accept resignation.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/09/2024

Board & Commission: City Council

Subject: Members Cooperative Credit Union Development Agreement

Overview / Background

The Members Cooperative Credit Union received a Preliminary Plat and Final Plat approval for Members Cooperative Credit Union (Plat) on July 30 in Resolution 73-2024. Members Cooperative Credit Union purchased the former Minnco bank location, 38807 9th Avenue (PID: 16.00398.00) and the two (2) adjacent vacant lots, 6160 Maple Street (PID: 1600399.00) and 6174 Maple Street (PID: 16.00400.00). The Applicant is seeking an additional access to Maple Street that will include remote drive-thru teller lanes. The second lot will become a vacant, marketable lot after the removal of the existing structure and driveway. The Credit Union is planning to construct a sidewalk on the second lot to complete the connection between Main Street and Maple Street.

With the creation of the new lot and the planned site improvements, a development agreement is required for construction oversight and collection of fees. The City requires security and escrow for grading and erosion control, stormwater facilities, and connections to City utilities.

The agreement is in the process of being finalized and will be provided by the end of the day on Wednesday August 14, 2024.

Recommended City Council Action

Move to approve the Development Agreement with the Members Cooperative Credit Union for the Members Cooperative Credit Union Plat, subject to review by the City Attorney and staff as to form.

Voting Requirements:

Voting Options Simple Majority

DEVELOPMENT AGREEMENT

MEMBERS COOPERATIVE CREDIT UNION

THIS AGREEMENT (the “Agreement”) is entered into on this the 15 day of August, 2024 by and between Members Cooperative Credit Union, a Minnesota state chartered credit union, located at P.O. BOX 161527, Duluth, MN 55816 (the “Developer”), and the City of North Branch, a Minnesota municipal corporation, located at 6408 Elm Street, North Branch, Minnesota 55056 (“City”); (collectively the “parties”).

RECITALS

- A. Developer is the fee owner of real property located in the City of North Branch, Minnesota, as legally described on the attached Exhibit A (the “Subject Property”), and which Subject Property shall be referred to hereafter as Members Cooperative Credit Union (the “Development”).
- B. This Agreement applies to the Development, which consists of 1.207 gross acres, according to the recorded plat thereof and as legally described in Exhibit A.
- C. The proposed Development of the Subject Property shall consist of an existing bank and associated public improvements, including but not limited to: stormwater management facilities, sidewalk, and grading and erosion control facilities, as required for the proposed Development pursuant to the Approved Plans, as attached hereto and incorporated herein by reference as set forth in Exhibit C, and pursuant to the terms and conditions contained this Agreement and the City of North Branch City Code (the “City Code”), as applicable.
- D. The Preliminary and Final Plat for the Development was approved by the City Council on July 30, 2024, pursuant to Resolution No. 73-2024, collectively referred to hereafter as “City Approvals.”

- E. The terms and conditions of the City Approvals are incorporated into this Agreement by reference. The proposed Development of the Subject Property shall be in conformance with the City Code, City Approvals, and this Agreement. Developer agrees to comply with the requirements as set forth by this Agreement and City Approvals, and shall be obligated to complete all development-related improvements, as further described and secured herein below.
- F. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the Development of the Subject Property, including but not limited to, the execution and recording of certain instruments. This Agreement shall replace and supersede all previous oral agreements and understandings, previous development and early start agreements and related amendments thereto, and previous negotiations between the parties in relation to the Subject Property.
- G. The City requires the Developer perform work and install certain on and off-site improvements within the Subject Property, as stated in the Approved Plans and this Agreement, as described in Section 1.01, and which work and improvements typically consist of the following: stormwater management facilities, sidewalk, grading and erosion control facilities, and trees and landscaping. Said improvements to the Subject Property shall be referred to herein as the "Improvements."

AGREEMENT

NOW THEREFORE, in consideration of each party's promises as set forth in this Agreement, each party does mutually agree as follows:

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS; EASEMENTS AND RIGHTS OF ENTRY

1.01 Right to Proceed. Unless separate written approval has been given by the City for the Development, the Developer may not grade or otherwise disturb the earth, remove trees or structures, construct public or private utilities, streets, buildings and/or any other public or private improvements until all of the following conditions have been satisfied:

- a. This Agreement has been fully executed by the City and Developer and recorded with Chisago County;
- b. The Plat has been recorded with Chisago County;
- c. The City has received the required Escrow and Security for the Development and Improvements as provided in Exhibit B, which is attached hereto and incorporated herein by reference;
- d. The site plan and construction plans for the Development on the Subject Property have been reviewed for compliance with City standards and are approved by the City Engineer;
- e. A certificate of liability and property damage has been provided to the City; and
- f. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.

- g. If required, Developer has provided all documents as required for the Development and/or as stated herein, including but not limited to: general warranty deed for park land dedication, easement agreements, declarations of restrictive covenants, etc.

1.02 Developer Responsibility. Before commencing construction of the Improvements, the Developer shall submit all required plans and specifications to the City for review and approval, with such approval being provided in writing to the Developer. Developer agrees to construct and fully pay for the Improvements required for Development of the Subject Property, as described in plans and specifications approved by of the City Engineer (the "Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include: Grading, Erosion Control, Storm Water/SWPPP, and Street and Utility dated _____, with a final revision date of _____, and approved by the City Engineer on _____, all as attached hereto and incorporated herein by reference as Exhibit C. The Improvements shall be constructed in accordance with City specifications, including all relevant City Code regulations, the zoning ordinance, subdivisions regulations, utility and street construction standards, this Agreement, and the Approved Plans.

- a. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans to the City Engineer and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval. No work shall commence on the Development of the Subject Property or the required Improvements until the Developer obtains a building permit(s) for the Development and the Improvements and pays all costs and fees required in connection with the procurement of the building permit(s) or such other permits as are required by City Code.
- b. All labor and work will be in conformance with the Approved Plans, must comply with the policies, rules, regulations, standards, and ordinances of the City, and performed in the best and most worker-like manner. Any deviation from the Approved Plans must be pre-approved in writing by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed.
- c. Developer shall be solely responsible for all costs of constructing the required Improvements, and all costs incurred by it and City in conjunction with this Agreement, which costs are estimated and listed for the required Security in the attached Exhibit B. The costs of constructing the Improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs and fees relating to the construction of the Improvements and the Development as required by City Code, including but not limited to sanitary sewer availability charges, water availability charges, instillation of street and traffic control signs, etc. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.

1.03 Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for construction inspection and material testing for the

Improvements. Developer must notify the City Engineer at least 48 hours in advance, not including weekend days or holidays, for inspection service or scheduling of tests to be performed. Costs incurred by the City for the inspection activities will be recovered through the escrow described in Article Two.

1.04 Unsatisfactory Labor or Material. The City Engineer shall not reject as defective and/or unsuitable any material or labor delivered consistent with the Approved Plans. In the event that the City Engineer reasonably rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer. In the event that the City Engineer reasonably rejects as defective or unsuitable any labor supplied by the Developer, then the labor must be completed again to the specifications and with the approval of the City Engineer at the sole cost and expense of the Developer.

1.05 Records and Data. Upon request by the City Engineer, Developer will provide requested copies of bids, change orders, suppliers, subcontractors, or related matters, relating to the Improvements and to the work to be performed by the Developer. The parties acknowledge that this Agreement and related documents are subject to the Requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

1.06 Final Inspection/Acceptance. Upon completion of the Improvements and all work required following inspections by the City Engineer, the City Engineer and representatives of the Developer's contractor and/or engineer will promptly make a final inspection of the Improvements to determine that the Improvements were installed pursuant to the Approved Plans. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer, to the extent applicable, to comply with the Approved Plans, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor(s). Before final payment is made to the contractor by the Developer, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans, and the Developer's engineer shall submit a written statement attesting to the same. Final approval and acceptance of the development and Improvements shall be in writing from the City (the "Final Approvals"). The City will not unreasonably delay action on such resolution. The written approval and acceptance will also accept any Improvements, which are to be transferred to the City upon proper completion.

1.07 As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CADD format, for City records.

1.08 Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the Development of Subject Property, including, but not limited to: streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the Development of the Subject Property by the Developer, its contractors or subcontractors, employees, or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when

occurring as a direct result of the construction that takes place by said Developer, its contractors or subcontractors, employees, or assigns. In the event the Developer fails to timely maintain or repair the damaged public property referred to aforesaid, after first receiving 72 hours written notice of the nature of the default or damage, the City may undertake making or causing it to be repaired or maintained. The City may in such event(s) draw down on the security, escrow, Letter of Credit, or any other cash deposits or security made by Developer to pay such costs, if the Developer fails to timely complete the repairs or does not complete the repairs to the City's satisfaction.

1.09 Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair, at Developer's expense, including, but not limited to snow plowing, mowing, weed control, and grading of the Improvements until such Improvements are completed and accepted by the City, and issuance of the Final Approvals by the City. Developer, at Developer's expense, shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed upon Developer by this paragraph.

1.10 Demolition. If required of the Development, the Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property identified for removal/demolition prior to commencement of the Improvements.

1.11 License to Developer. The City hereby grants to the Developer a temporary license (the "License") over, under and across the rights-of-way dedicated to the public in the Members Cooperative Credit Union Final Plat for purpose of construction of the Improvements. The License will commence with the filing of the Members Cooperative Credit Union Final Plat with Chisago County, and shall terminate upon acceptance of the Improvements and issuance of Final Approvals.

1.12 Access License to the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City in conjunction with this Agreement. The right of entry conveyed by the Developer to the City shall continue until the City accepts the Improvements and issues the Final Approvals. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency. The City shall following expiration of the license have the right to enter the Subject Property to perform inspections as authorized by City Code.

1.13 Time of Performance. Except as otherwise provided in this Agreement, the Developer shall install all required Improvements and other work required by this Agreement by December 31, 2024. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

1.14 Grading Plan. The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to the Approved Plans, City Code and applicable law. Within thirty (30) days after completion of the grading, the Developer shall

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

ARTICLE TWO DEVELOPMENT STANDARDS AND REQUIREMENTS

2.01 Development Standards. The Approved Plans reflect the City Approvals of the proposed Development under the applicable City Code and planning requirements. Development standards, including, but not limited to, setbacks, lot dimensions, architecture guidelines when necessary, must be satisfied by the Developer and/or assigned to a qualified subcontractor, and must be completed in a satisfaction according to the applicable Zoning District or Planned Unit Development regulations of the City Code, as applicable. The Developer and/or assigned may build no more or less than the number of units as shown on the Approved Plans, unless the Approved Plans are amended following review and approval by the City.

2.02 Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat and Approved Plans, unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Subject Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

2.03 Public Sidewalks. The Developer shall be responsible for constructing all public and private sidewalks along new and existing public and private streets, as shown on the Approved Plans, and connecting those sidewalks to the existing adjacent system of public sidewalks where applicable. All constructed sidewalks must comply with the requirements of the City Code.

2.04 Park/Public Land Dedication. To meet the Park / Public Land Dedication requirements, the Developer may be required and/or agree to provide a land dedication, cash payment in lieu of land dedication, and/or combination of both. The Developer shall pay a cash contribution in the amount as stated in Exhibit B; payment shall be made in lieu of land dedication in satisfaction of the City's Park/Public Land Dedication requirements. If Developer is required and/or agrees to a combination of both land dedication and cash payment to satisfy the Park/Public Land Dedication requirement, Developer and City shall negotiate the amount of land and cash payment due to the City. The

Developer shall follow the language for land dedication and cash payment as stated herein.

2.05 Required Permits. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Development, including but not limited to the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Development and the Improvements before proceeding with construction of the Development and the Improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following: Minnesota Department of Health for Watermains, MN/DOT for State Highway Access, County Road Access and Work in County Road Right-of-Way, NPDES Permit for Stormwater Management, MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal, Wetlands permits as applicable, DNR for Dewatering, and City of North Branch Building Permits, as applicable.

ARTICLE THREE FINANCIAL GUARANTY AND REQUIRED PAYMENTS

3.01 Development Fees. All fees as further set out in Exhibit B must be paid in full to the City prior to the City execution and delivery of the Final Plat to Developer for recording.

3.02 Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit, cash escrow agreement, or combination thereof (the "Security"), approved by the City in the amount of 125% of the estimated project costs for the Improvements as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 30 days' written notice to the City of the proposed termination or expiration of the Security. Failure of the Developer to post a substitute Security within five (5) days after notice by the City shall constitute a default that shall be grounds for drawing on the letter of credit. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10% of the original amount until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City's issuance of the Final Approvals. Upon failure of the Developer to complete the Improvements in accordance with this Agreement or otherwise perform under this Agreement, the City may, after providing five (5) days written notice to the Developer, declare the Developer to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work.

3.03 Escrow. In addition to the required Security, the Developer shall also submit a cash escrow ("Escrow") to the City in an amount as required by Exhibit B. This Escrow is to be used by the City staff to charge costs of services or materials incurred by the City in connection activities required

under this Agreement as set forth on the attached Exhibit B, including but not limited to engineering fees, administration, construction observation, consultant fees, and attorney's fees. The City will bill costs incurred related to the Development against and reimburse itself from the deposited escrow no more often than monthly. The City shall provide notice of the funds drawn down from the deposited escrow to Developer containing the itemized costs incurred by the City. The City will provide written notice to the Developer if the Escrow is insufficient to cover ongoing and projected City expenses associated with the Development. Developer shall pay additional escrow as determined by the City within ten (10) days of written notice. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security, pursuant to this Article or to issue the Developer a stop work order. The City shall return any unused Escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements and issuance of the Final Approvals by the City. If the City requires an escrow agreement for this purpose, Developer shall enter into and execute such an escrow agreement with the City in the form required by the City. The Developer shall deposit the full escrow with the City prior to the final plat being recorded or building permit issuance. No construction of Improvements will be authorized until the Escrow has been paid to the City.

ARTICLE FOUR OTHER REQUIREMENTS

4.01 Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor or subcontractor, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement to be performed by the Developer. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance arising from or related to this Agreement, Developer's performance or non-performance under this Agreement, or the completion of or failure to complete the work required by this Agreement, including the work of City staff and employees. The Developer further agrees that it will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property and/or Development. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes, Sections § 466.04 and § 604.02. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

4.02 Insurance. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Final Approvals and the City has accepted the Improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. The Developer must keep the insurance in force at all times that construction on the Development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering

any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

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

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

4.03 Building Permits and Occupancy. Except as otherwise provided for in this Agreement, building permits shall only be issued upon execution of this Agreement by the City and Developer and all amounts due and the Security and Escrow required under this Agreement are timely paid to the City, and the Final Plat is recorded and a receipt of said recording is provided to the City Clerk. Prior to recording of the Final Plat, permits for grading and erosion control may be issued in conjunction with an approved Early Grading Agreement and grading permit, and payment of the required Security and Escrow by Developer to the City as identified in Exhibit B. The City's approval of the final plat or this Agreement does not include approval of building permits for any structures to be constructed within the Subject Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Subject Property.

4.04 Construction Management of Project Area. During construction of the Improvements and the Development, the Developer and its contractors and subcontractors shall minimize the impacts from construction on the surrounding public and private properties. Developer shall provide a map of the Construction Area, defining the limits of the project area and shall erect any construction fencing as necessary to demarcate the project area limits. All parking of the Developer and its contractors and subcontractors, and storage of construction materials, shall occur wholly within the project area, unless otherwise approved by the City. No fill, excavated material or construction materials shall be stored in any public rights-of-way

4.05 Construction Hours; Noise; Dust. Developer will comply with all requirements of the City

pertaining to the hours and days during which construction activities may take place. Construction hours are 7:00 a.m. to 9:00 p.m. Monday through Saturday. The Developer shall provide dust control to the satisfaction of the City Engineer or their designated representative.

4.06 Street Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 72-hours verbal notice to the Developer or Developer's owner's representative, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the Escrow, Security and/or any other cash deposit to pay such costs.

4.07 Erosion Control. Prior to initiating site grading, the erosion control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (the "SWPPP") shall be implemented by the Developer and inspected and approved by the City Engineer. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (the "MPCA") Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The Developer shall be responsible for compliance with the erosion control plan, pursuant to the Approved Plans. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice to the Developer or Developer's owner's representative. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not, within the stated time period, respond to said unsatisfactory condition, City has the right to enter upon the Subject Property and correct said condition. City shall be entitled to reimbursement of all of its costs and expenses including, but not limited to legal, fiscal and engineering, and may draw on Developer's Escrow and Security. No development, utility or street construction will be allowed and no building permits will be issued unless the final plat and Approved Plans for the Development, as applicable, are in full compliance with the approved erosion control plan.

4.08 Covenants and Agreement for Maintenance of Stormwater Facilities. In order to provide stormwater management and control to meet the City's stormwater permitting requirements, City Code and law and regulations of the State of Minnesota, as applicable, and to promote water quality and volume control to the City's stormwater systems and water bodies, the Developer and City agree that it is reasonable for the City to require the Developer and all subsequent owners of the Development and Subject Property to construct, inspect, operate, repair, maintain and replace, City required stormwater facilities, at the sole cost and expense of the Developer. The Developer and City shall enter into a Stormwater Maintenance Agreement that shall contain the terms and conditions, as required by the City, and covenants and declarations specific to the Development for the installation of and ongoing operation, repair, maintenance and replacement of such stormwater facilities at the sole cost and expense of the Developer and the Developer's successors

and assigns.

4.09 Ownership of Improvements. Upon completion of the work and construction of the Improvements as required by this Agreement, and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become the property of the City of North Branch without further notice or action upon City acceptance thereof. Upon receipt of affidavits of completion by the Developer and Developer's owner's representative(s), the City Engineer shall accept the completed Improvements and the City shall issue a Certificate of Acceptance/Certificate of Completion.

4.10 Other Approvals. In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Development plans, if required. It is the responsibility of the Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements.

4.11 Final Plat. The Developer shall record the Final Plat for Members Cooperative Credit Union in the land records for Chisago County, Minnesota within 30 days of its release by the City to the Developer. Developer shall provide a copy of said recorded Final Plat to the City Clerk.

4.12 Additional Work or Materials Costs. All Improvements that Developer is required to complete pursuant to this Agreement shall be designed and constructed according to City Code, City standards and specifications, and completed at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

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

Improvements), the development of the Subject Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Development or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

4.14 Taxes, Assessments and Other Charges. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all property taxes and special assessments for the Subject Property and any others referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of the Subject Property. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection ("WAC") charges, City sewer connection charges, City storm water connection charges, building permit fees and plat review fees, which shall be paid by Developer.

ARTICLE FIVE DEFAULT AND REMEDIES

5.01 Default by Developer. In the event of default by the Developer as to any of the work to be performed hereunder by the Developer, its successors or assigns, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance, and does not, within that 72-hour period, diligently proceed to remedy such default to the City's reasonable satisfaction. The City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against the Developer to collect the sums covered by this Agreement and/or draw upon the financial guaranty posted in conformance with Article Three of this Agreement. In the event the City draws from the financial guaranty sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section § 429.081. Notwithstanding any provision contained in this Article, the City may exercise any remedies which may be available to it at law or in equity in the event of a default by Developer under this Agreement.

5.02 Complete Improvements – Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates and draw upon the Security as provided in Article Three to reimburse itself for such costs incurred to remedy such default and invoice the Developer for any costs incurred in excess of the Security, with payment

of such invoiced amounts required by the Developer within 30 days of the date of the City's invoice.

5.03 Denial of Permits. Breach of any term of this Agreement by the Developer and/or failure to comply with City Code shall be grounds for denial of any permits, including but not limited to: grading permits, building permits, occupancy permits, etc., within the Development until such breach is corrected by the Developer to the City's reasonable satisfaction.

5.04 Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

5.05 Attorney Fees. The Developer will pay the City's costs and expenses, including but not limited to engineering and attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or Letter of Credit or other Security furnished by the Developer as provided herein.

5.06 Termination. If Developer fails to: a) acquire fee simple title to all of the subject Property, and b) record this Agreement and the final plat in the office of the Chisago County Recorder, as applicable and as provided herein, within one (1) year after approval of the final plat or this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of the final plat shall be null and void, subject to the following: i) All costs, fees and other amounts previously paid to the City in connection with the final plat, the Improvements, this Agreement and the Development shall belong to and be retained by the City; ii) the obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination; iii) the indemnifications of Developer shall survive and continue after such termination; and iv) the parties shall be released from all other obligations and liabilities under this Agreement not specified above. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.

5.07 No City Obligation to Construct Improvement. The City shall have no obligation to construct the Improvements and Developer shall have no right to construct the Improvements or construct the Development on the Subject Property unless the Developer acquires fee simple title to the Development Property and records this Agreement and the final plat in the office of the Chisago County Recorder as required herein within one (1) year after approval of the final plat by the City Council.

ARTICLE SIX MISCELLANEOUS PROVISIONS

6.01 Amendment. Any modification or amendment to this Agreement must be in writing and signed by both parties.

6.02 Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

6.03 Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Chisago County, Minnesota contemporaneously with recording the Final Plat of Members Cooperative Credit Union and corresponding Final Plat Resolution No. 73-2024. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

6.04 Release. Upon completion of the Improvements, the City's issuance of the Final Approval, and satisfaction of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond as required by Section 1.07 of this Agreement, the City agrees to execute a Certificate of Completion or other recordable instrument releasing the Development from the terms of this Agreement.

6.05 Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

6.06 Notices. All notices, certificates or other communications required to be given to City or Developer hereunder shall be sufficiently given: i) on the same day of personally delivered, ii) one (1) day after being deposited with a nationally recognized overnight courier service, or iii) two (2) business days after mailing by First Class or Certified or Registered mail, return receipt requested, with postage fully prepaid and addressed as follows:

CITY:

City of North Branch
6408 Elm Street
North Branch, MN 55374
Telephone: (651) 674-8113
Attn: Community Development

DEVELOPER:

Members Cooperative Credit Union
Attn: Marisa Jarema
P.O. Box 161527
Duluth, MN 55816
(218) 625-8919
Marisa.jarema@membersccu.org

With a copy to:

Members Cooperative Credit Union
Attn: Simone Suri, General Counsel

P.O. Box 161527
Duluth, MN 55816
218-878-3640
simone.suri@membersccu.org

The City and Developer, by notice given hereunder, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

6.07 No Third Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

6.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Subject Property.

6.09 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

6.10 Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

6.11 Supersedes and Replaces. The parties understand and agreed that this Agreement supersedes and replaces all oral agreements, previous development agreements, and negotiations between the parties in relation thereto.

6.12 Title Representation and Consents. The Developer represents, covenants and warrants with the City, its successors and assigns, that the Developer is well seized in fee title of the Subject Property; that there are no unrecorded interests in the Subject Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

6.13 Compliance with Laws. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the Development of the Subject Property and Improvements.

6.14 Recitals and Exhibits. The recitals and exhibits hereto are made a part hereof and incorporated herein by reference.

6.15 City Code Adopted by Reference. The provisions of the City Code, Chapters 54, 58, and 66

are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement, or by the final plat as approved by the City, as applicable. In the event that a provision of this Agreement is inconsistent with or in conflict with the City Code, the City Code shall govern.

6.16 Expiration of Agreement. This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon issuance of the Certificate of Completion by the City, this Agreement shall terminate.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed on the date and year first written above.

CITY OF NORTH BRANCH

By: _____
Kevin Schieber
Its Mayor

By: _____
Linda Woulfe
Its Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

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

Notary Public

DEVELOPER:

Members Cooperative Credit Union, a Minnesota state chartered credit union

Marisa Jarema
Its: Vice President of Retail Management

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by Marisa Jarema, Vice President of Retail Management, Members Cooperative Credit
Union, a Minnesota state chartered credit union, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of North Branch
6408 Elm Street
North Branch MN 55056
(651) 674-8113

EXHIBIT A

**SUBJECT PROPERTY & DEVELOPMENT AREA
LEGAL DESCRIPTION**

Current Legal Description

Lots 8, 9, 10, 11, 12 and Lot 13, Block 34, North Branch, Chisago County, Minnesota.

PID# 16.00398.00, 16.00399.00, 16.00400.00

Proposed Legal Description

Lot 1 and Lot 2, Block 1, Members Cooperative Credit Union, Chisago County, Minnesota.

EXHIBIT B
FINANCIAL SECURITY & ESCROW

2024 EXHIBIT B
Members Cooperative Credit Union

DEVELOPMENT INFORMATION		
Property - Acres (Total)	1.21	Lot 1 and Lot 2
Property - Acres	0.37	Lot 2
Property - Square Feet	52,576.9	Lot 1 and Lot 2
Units		Used for SAC/WAC
Lots	2.0	Lots/Blocks + Outlots

SECTION 1: DEVELOPMENT FEES	COST	PER	DUE	NOTES
Water Trunk	6,350.00	Per Acre	2,349.50	
Sanitary Sewer Trunk	4,966.40	Per Acre	1,837.57	
Storm Sewer Trunk	-	Per Acre	-	
Park Dedication	1,800.00	Per Unit	2,170.00	Lot 2 (0.37 ac)
Subdivision GIS Data Entry Fee	-	Per Acre	-	
Subtotal Platting Fees			6,357.07	
[List Credits, If Applicable]			-	
Total Platting Fees			6,357.07	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	DUE	NOTES
Administrative	-	Construction Improvements (3%)
Subtotal Administrative and Development Related Costs	-	
[List Credits, If Applicable]	-	
Total Administrative and Development Related Costs	-	

SECTION 3: IMPROVEMENT COSTS	SECURITY	CASH	NOTES
Development Escrow			
Engineering - Onsite Field Inspection	-	1,770.00	City Engineer - Contract
Engineering - Plan Review	-	6,800.00	City Engineer - Contract
Environmental	-	-	Wetland Engineer - Contract
Legal	-	-	City Attorney - Contract
Planning	-	-	Planning Staff
Non-Public Improvements			
Landscaping	-	-	
Construction - Site (Grading)	-	-	Grading + Erosion Control+Removals
Construction - Storm Ponding	-	-	
Wetland Mitigation			
Wetland Mitigation	-	-	
Public Improvements Dedicated to the City			
Landscaping	1,153.67	-	
Construction - Streets/Sidewalk	19,224.00	-	Streets+Mobilization (per Eng Est)
Construction - Utility Improvements (Storm Sewer)	-	-	Storm Sewer (per Eng Est)
Construction - Utility Improvements (Water Main)	-	-	Water (per Eng Est)
Construction - Utility Improvements (Sanitary Sewer)	-	-	Sanitary Sewer (per Eng Est)
Subtotal Improvement Costs	20,377.67	8,570.00	
[List Credits, if Applicable]	-	-	
Total Improvement Costs	20,377.67	8,570.00	

SECTION 4: LOC / ESCROW / FEES REQUIRED	SECURITY	DUE	NOTES
Cash & Escrow			
Section 1: Platting Fees	-	6,357.07	Cash
Section 2: Administrative Fees	-	-	Cash
Section 2: Development Related Costs	-	-	Development Related Items
Section 3: Cash Escrow	-	9,427.00	Cash (110%)
Security			
Section 3: Letter of Credit - Improvements	25,472.09	-	Public / Non-Public Improvements (125%)
Section 3: Letter of Credit - Wetland Mitigation	-	-	Public / Non-Public Improvements (125%)
Total Letter of Credit and Cash Required	25,472.09	15,784.07	

EXHIBIT C
APPROVED PLANS

MEMBERS COOPERATIVE CREDIT UNION



www.htg-architects.com
Minneapolis
Bismarck

1010 Mainstreet, Suite 100
Hopkins, MN. 55343
Tel: 952.278.8880

PROJECT

MEMBERS COOPERATIVE
CREDIT UNION

REMODEL

38807 9TH AVE,
NORTH BRANCH, MN

ISSUED SET	BID SET	07/18/2024
REVISIONS		
DATE	NO.	
07/18/24	1	BID SET

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

Brian J. Field
BRIAN J. FIELD, P.E.

57224
REG. NO. 07/18/2024
DATE



ANDERSON

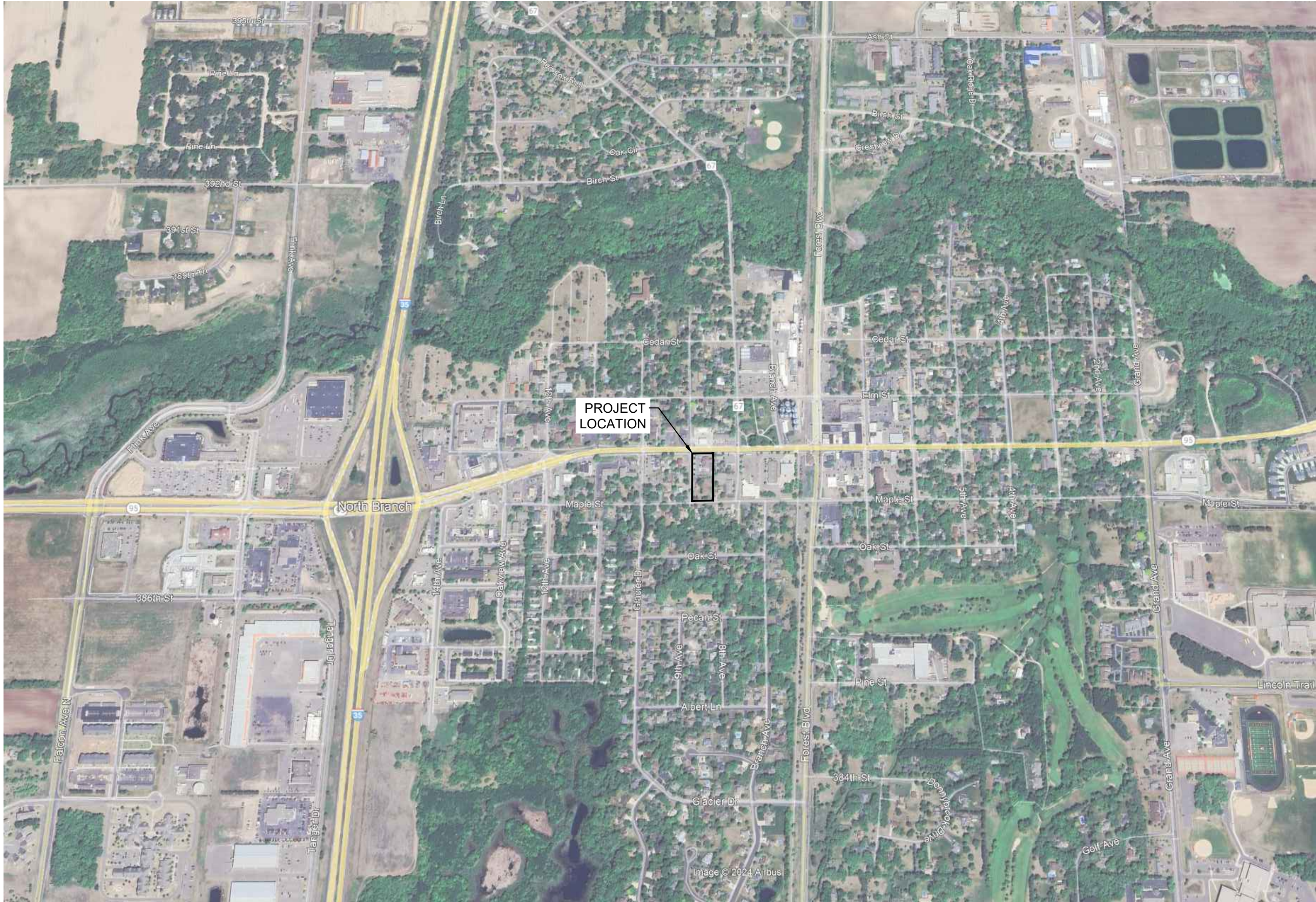
13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

COVER SHEET

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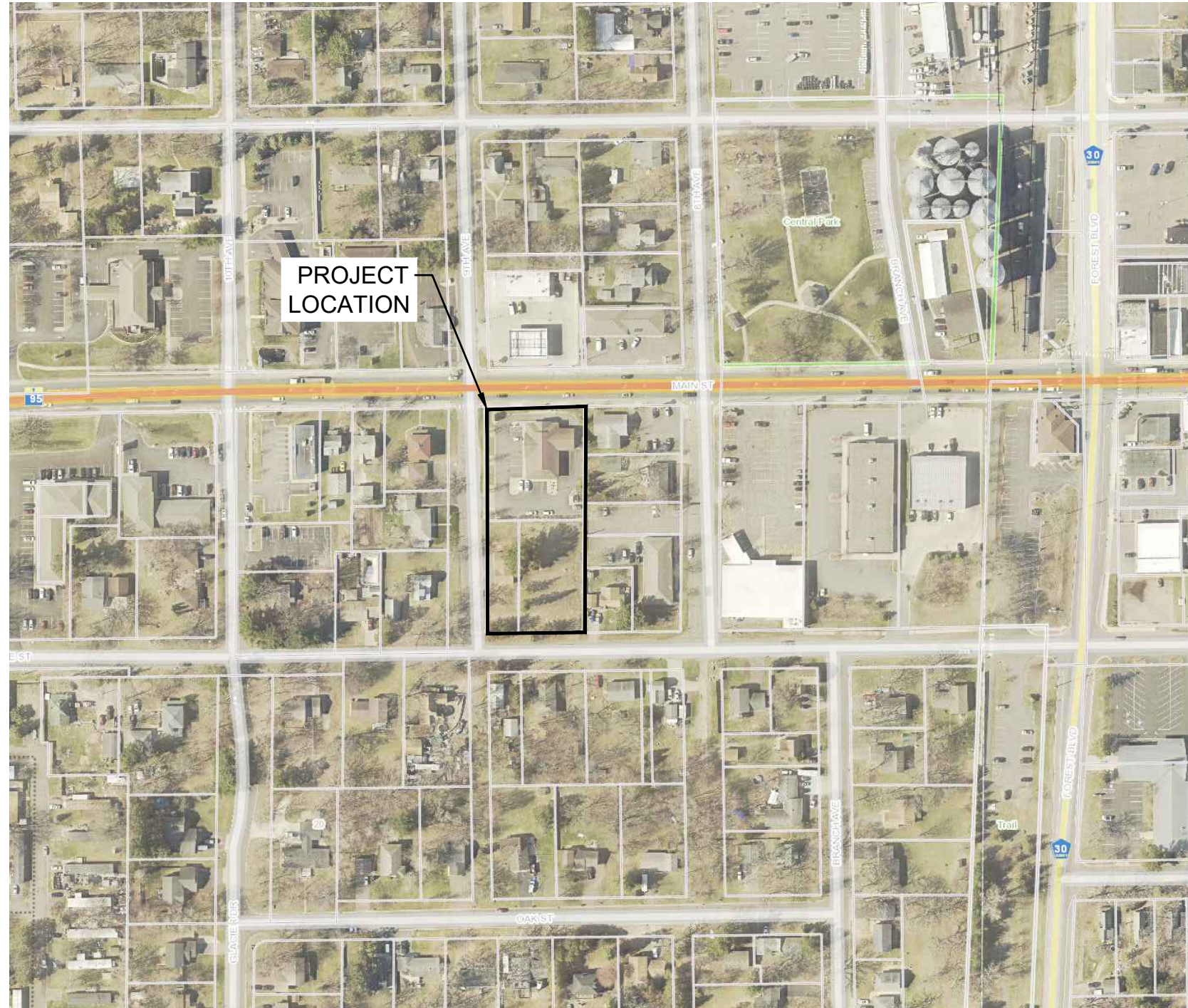
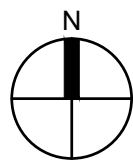
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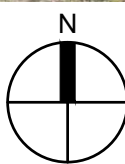
VICINITY MAP

N.T.S.



LOCATION MAP

N.T.S.



OWNER

MEMBERS COOPERATIVE CREDIT UNION
NORTH BRANCH, MN 55056

SURVEY/ENGINEER

ANDERSON ENGINEERING OF MN, LLC
13605 1ST AVENUE NORTH, SUITE 100
PLYMOUTH, MN 55441
BRIAN J. FIELD, P.E.

ARCHITECT

HTG ARCHITECTS
1010 MAINSTREET, SUITE 100
HOPKINS, MN 55343
KYLE PEDERSON

SHEET INDEX

GENERAL

G1 COVER SHEET

ARCHITECTURAL

A1.1 SITE PLAN
D1.1 DEMOLITION PLANS
A2.1 FLOOR PLANS
A3.1 EXTERIOR ELEVATIONS
A4.1 PHOTOMETRIC PLAN

CIVIL

C1 PRELIMINARY PLAT
C2 EXISTING CONDITIONS
C3 DEMOLITION PLAN
C4 GRADING & DRAINAGE PLAN
C5 EROSION & SEDIMENT CONTROL PLAN
C6 UTILITY & PAVING PLAN

C7 CIVIL DETAILS 1
C8 CIVIL DETAILS 2

L1 PLANTING PLAN
L2 PLANTING NOTES & DETAILS



1010 Mainstreet, Suite 100
Hopkins, MN. 55343
Tel: 952.278.8880

**MEMBERS COOPERATIVE
CREDIT UNION**

38807 9TH AVE,
NORTH BRANCH, MN

[illegible]

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

Erin J. Trill

BRIAN J. FIELD, P.E.

57224
REG. NO

07/18/2024
DATE

ANDERSON

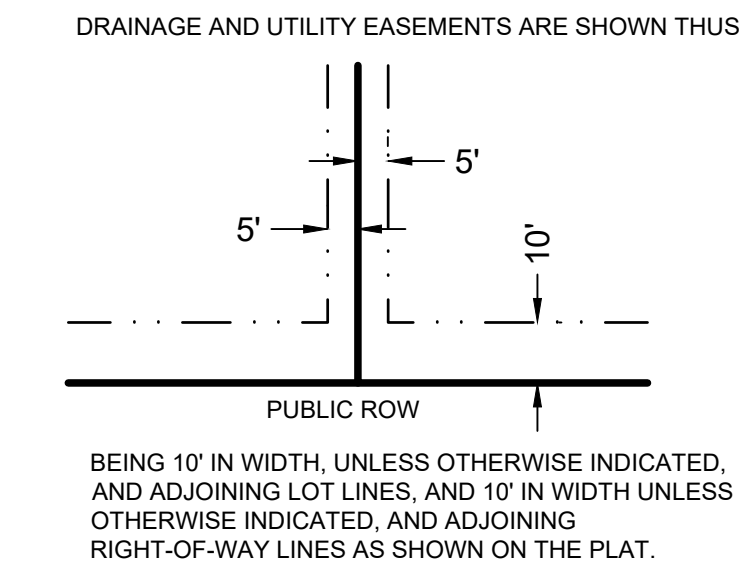
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P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

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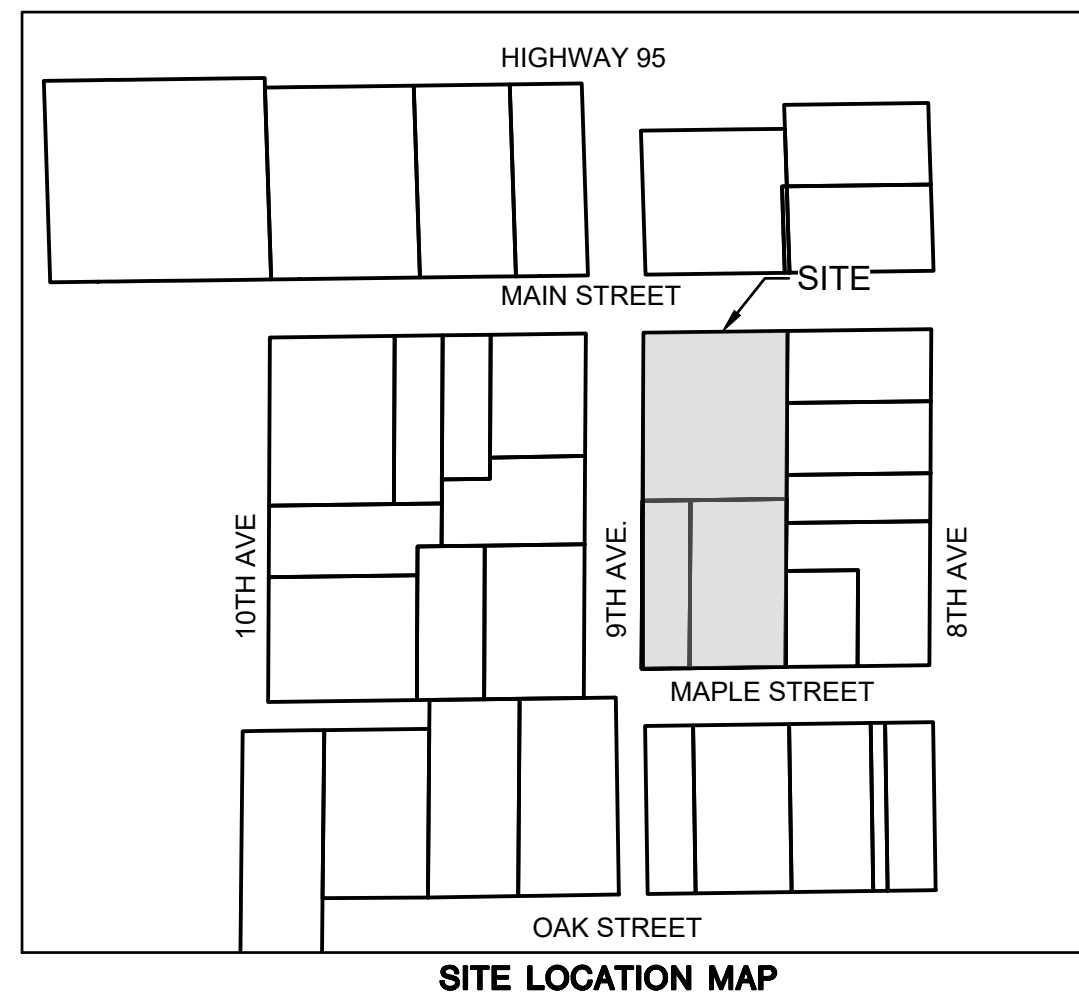
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1 DRAINAGE & UTILITY EASEMENTS

**OWNER**

MEMBERS COOPERATIVE CREDIT UNION
NORTH BRANCH, MN 55056

SURVEY/ENGINEER

ANDERSON ENGINEERING OF MN, LLC
13605 1ST AVENUE NORTH, SUITE 100
PLYMOUTH, MN 55441
BRIAN J. FIELD, P.E.

ARCHITECT

HTG ARCHITECTS
1010 MAIN STREET, SUITE 100
HOPKINS, MN 55343
KYLE PEDERSON

EXISTING

PROPERTY ADDRESS: 38807 9TH AVE
NORTH BRANCH, MN 55056

LEGAL DESCRIPTION: LOT 8, LOT 11, AND LOT 12, BLOCK 34
NORTH BRANCH, CHISAGO COUNTY,
MINNESOTA.

PID: 160039800 = 0.603 AC
 160039900 = 0.201 AC
 160040000 = 0.403 AC

TOTAL SITE AREA: 1.207 AC

ZONING: B3

BUILDING AREA: 3,649 SF (FF), 960 SF (LL), 4,609 SF TOTAL

PROPOSED

PROPERTY ADDRESS: 38807 9TH AVE
NORTH BRANCH, MN 55056

LEGAL DESCRIPTION: LOT 1, BLOCK 1, MEMBERS COOPERATIVE CREDIT UNION
LOT 2, BLOCK 1, MEMBERS COOPERATIVE CREDIT UNION

LOT DIMENSIONS:

BLOCK 1, LOT 1	=	0.837 AC
BLOCK 1, LOT 2	=	0.370 AC

TOTAL SITE AREA: 1.207 AC

<u>LOT SIZE</u>	<u>MINIMUM</u>	<u>LOT 1</u>	<u>LOT 2</u>
LOT AREA:	5,000 SF	36,457 SF	16,122 SF
LOT WIDTH:	50 FT	57.68 FT	92.56 FT
LOT DEPTH:	100 FT	150.19 FT	173.23 FT

COMPREHENSIVE BUSINESS PLAN:

ZONING: B - BUSINESS

PARKING REQUIREMENTS: 1 PER 250 SF GROSS FLOOR AREA
4609 / 250 = 18

PARKING PROVIDED:	REGULAR:	23 STALLS (9X20)
	HANDICAP:	1 (VAN ACCESSIBLE)
	TOTAL:	24 STALLS

SETBACK REQUIREMENTS

BUILDING FRONT / SIDE / REAR: 15 FEET
PARKING: 5 FEET

AREA SUMMARY	
AREA	ACRES
TOTAL AREA	1.207
DISTURBED	0.758
EXISTING IMPERVIOUS	0.520
NEW / RECONSTRUCTED IMP.	0.207
FUTURE IMP. (LOT 2)*	0.193
TOTAL IMPERVIOUS (LOT 1&2)	0.803

NOTE:
*PLANNED IMPERVIOUS SURFACE FOR
LOT 2 TO BE 85% LOT AREA

PROPERTY ADDRESS:

LEGAL DESCRIPTION:

NOTES:

- 
- HTG
architects

Minneapolis
Bismarck

PROJECT

REMODEL

ISSUED SET BID SET 07/18/2024

REVISIONS

[illegible]

Nicholas Hillmer

NICHOLAS HILLMER

# 45774	06/05/2024
REG. NO.	DATE



ANDERSON

13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
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Anderson Engineering of Minnesota, LLC

EXISTING CONDITIONS

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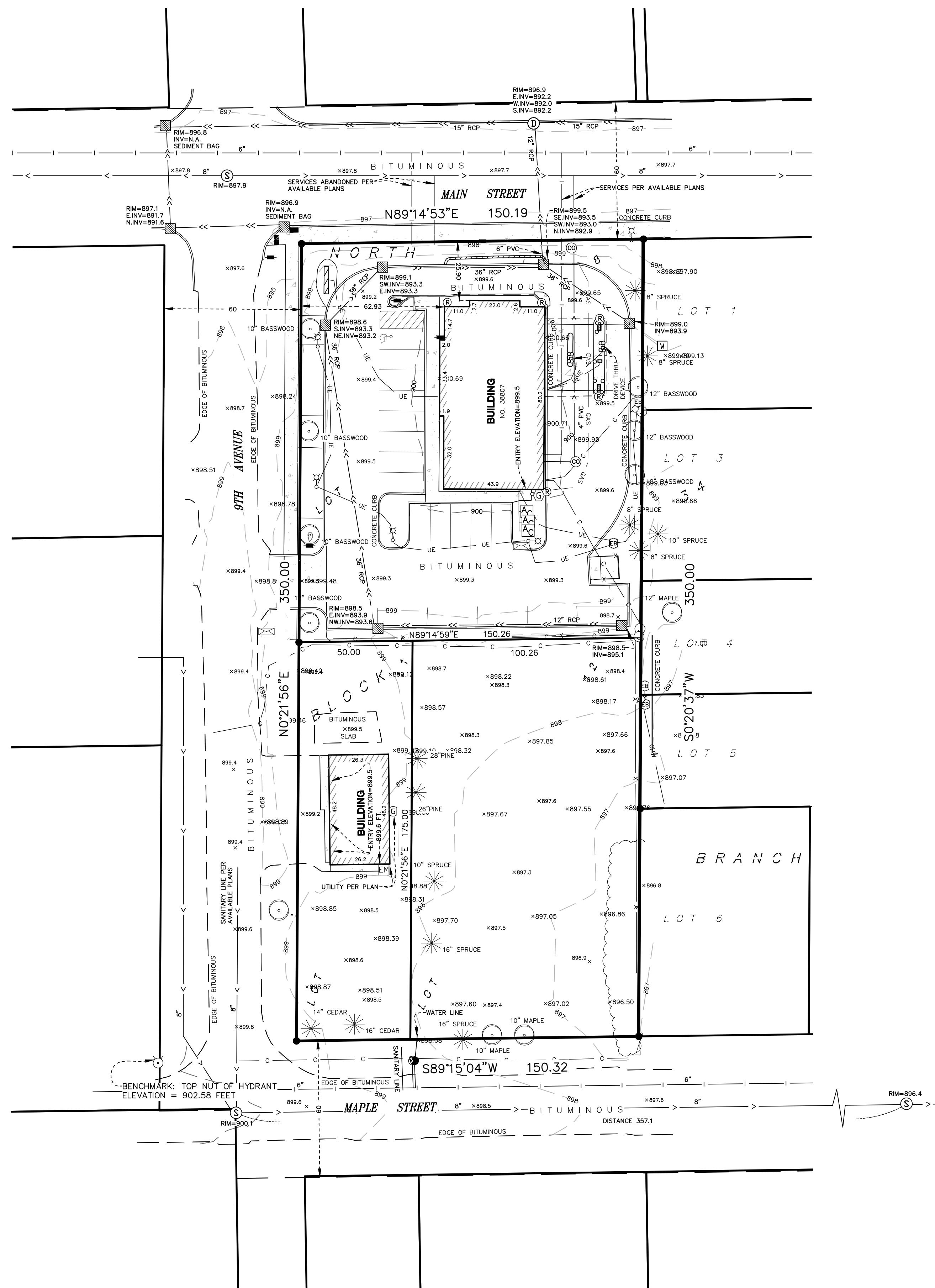
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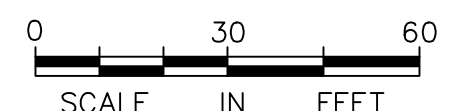
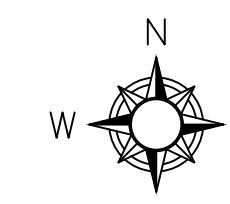
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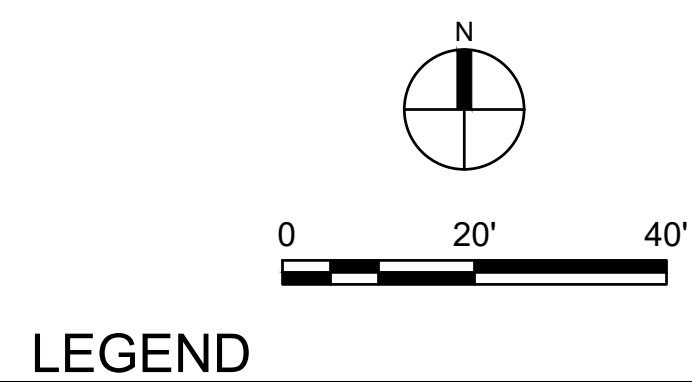
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LEGEND

- | | |
|--|------------------------|
| | AIR CONDITIONER |
| | CATCH BASIN |
| | CLEAN OUT |
| | COMMUNICATION PEDESTAL |
| | CURB STOP |
| | ELECTRIC BOX |
| | GAS METER |
| | HANDICAP PARKING |
| | IRRIGATION CONTROL BOX |
| | LIGHT POLE |
| | MAILBOX |
| | POWER POLE |
| | ROOF DRAIN |
| | SANITARY MANHOLE |
| | FOUND IRON MONUMENT |
| | CONIFEROUS TREE |
| | DECIDUOUS TREE |
| | COMMUNICATION |
| | FENCE |
| | GAS MAIN |
| | OVERHEAD WIRES |
| | SANITARY SEWER |
| | STORM SEWER |
| | UNDERGROUND ELECTRIC |
| | WATER MAIN |
| | CONCRETE SURFACE |
| | TREE LINE |
| | WALL |





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Hopkins, MN. 55343
Tel: 952.278.8880

PROJECT

**MEMBERS COOPERATIVE
CREDIT UNION**

REMODEL

38807 9TH AVE,
NORTH BRANCH, MN

[illegible]

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

Erin J. Friel

BRIAN J. FIELD, P.E.

# 57224	07/18/202
REG. NO.	DATE



ANDERSON

13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

DEMOLITION PLAN

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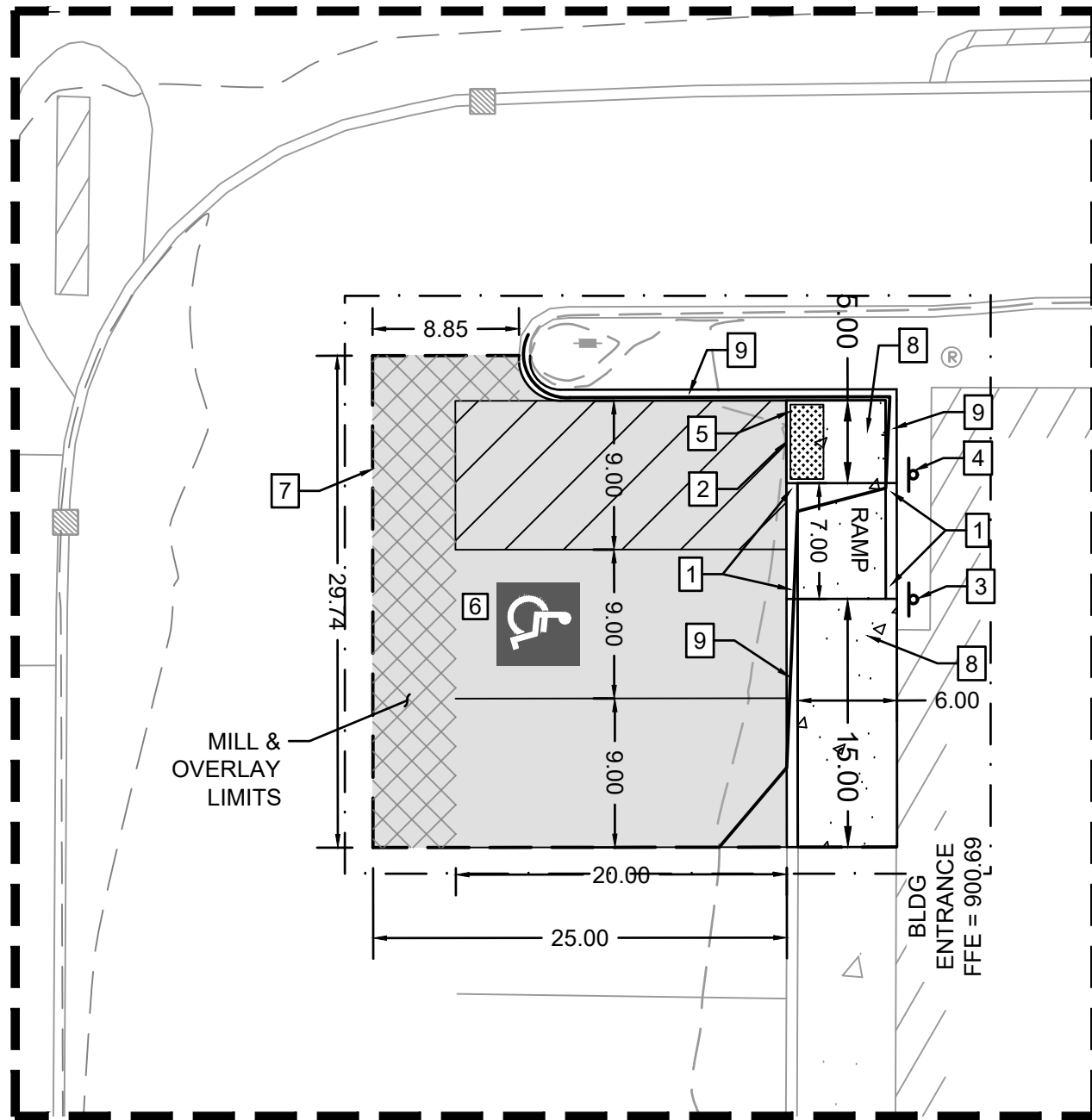
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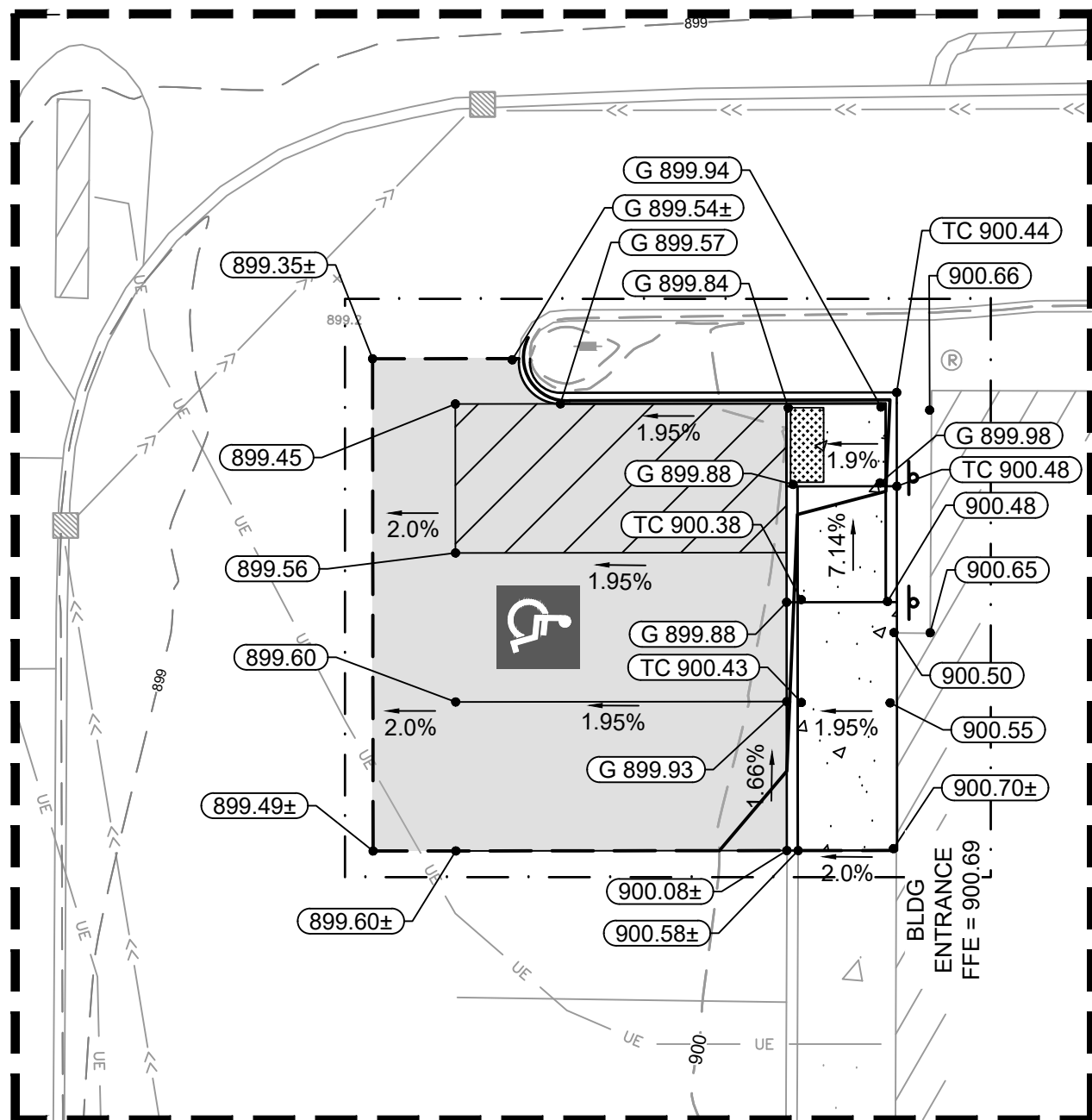
1. ALL TREE REMOVALS MUST BE REVIEWED WITH THE OWNER AND ENGINEER BEFORE BEGINNING REMOVAL OPERATIONS.
2. THE CONTRACTOR SHALL SALVAGE AND REINSTALL STREET AND TRAFFIC SIGNS IN CONFLICT WITH CONSTRUCTION ACTIVITIES AS INDICATED OR DIRECTED BY THE ENGINEER. ANY DAMAGE TO SIGNS DURING CONSTRUCTION REQUIRES THE CONTRACTOR TO PROVIDE NEW SIGNS AT NO ADDITIONAL COST TO THE OWNER.
3. COORDINATION OF UTILITY REMOVAL WORK MUST BE CARRIED OUT BY THE CONTRACTOR IN CONSULTATION WITH THE APPROPRIATE UTILITY OWNER.
4. IF UNKNOWN CONTAINERS OR TANKS ARE ENCOUNTERED, THE CONTRACTOR MUST IMMEDIATELY CONTACT THE ENGINEER. PROPER DISPOSAL OF ALL CONTAINERS OR TANKS MUST BE CARRIED OUT AT A REGULATED/PERMITTED FACILITY.
5. THE CONTRACTOR IS TO SAWCUT FULL DEPTH AT PAVEMENT REMOVAL LIMITS AND AS REQUIRED TO ENSURE A SMOOTH FIT/TRANSITION ALONG MATCHING PAVEMENT AREAS.
6. CLEARING AND GRUBBING OPERATIONS MUST ADHERE TO THE FOLLOWING GUIDELINES:
 - A. PROTECT ALL TREES AND PLANTS NOT DESIGNATED FOR REMOVAL.
 - B. CONDUCT OPERATIONS TO AVOID DAMAGE TO PROTECTED TREES AND VEGETATION.
 - C. CUT, REMOVE, AND DISPOSE OF TREES, BRUSH, SHRUBS, WINDFALLS, LOGS, STUMPS, ROOTS, FALLEN TIMBER, AND OTHER VEGETATION.
 - D. BACKFILL DEPRESSIONS WITH NATIVE SOILS OR SUITABLE FILL MATERIAL AS REQUIRED BY DESIGN OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER, AND COMPACT BACKFILL AS DIRECTED.
 - E. DISPOSE OF DEBRIS ACCORDING TO APPLICABLE REGULATIONS.
 - F. CONSIDER BENEFICIAL USE DESIGNATIONS FOR UNADULTERATED WOOD, WOOD CHIPS, BARK, AND SAWDUST.
 - G. NO BURYING OF CLEARED AND GRUBBED WASTE WITHIN THE CONSTRUCTION LIMITS.
7. UNLESS OTHERWISE STATED, THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DEMOLITION WITHIN ALL AREAS OF PROPOSED IMPROVEMENTS. REMOVAL LIMITS ARE INDICATED ON THE DRAWINGS IN ANTICIPATED LOCATIONS. THE CONTRACTOR IS RESPONSIBLE FOR REMOVALS NECESSARY TO CONSTRUCT NEW IMPROVEMENTS AND MEET DESIGN REQUIREMENTS. ALL FACILITIES TO BE REMOVED MUST BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE FILL MATERIAL, AS PER THE SPECIFICATIONS AND ENGINEER'S DIRECTIVES.
8. THE CONTRACTOR MUST REVIEW FEATURES NOT SPECIFICALLY IDENTIFIED ON THE PLAN TO DETERMINE SALVAGE OR REMOVAL THAT MAY CONFLICT WITH CONSTRUCTION, IN CONSULTATION WITH THE ENGINEER.
9. THE CONTRACTOR IS REQUIRED TO OBTAIN PERMITS NECESSARY FOR DEMOLITION, REMOVAL, AND DISPOSAL.
10. MATERIALS REMOVED OR DEMOLISHED BY THE CONTRACTOR BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE STATED. THE CONTRACTOR IS RESPONSIBLE FOR LOADING, HAULING, AND PROPERLY DISPOSING OF MATERIALS IN COMPLIANCE WITH APPLICABLE REGULATIONS. THE SITE MUST BE LEFT IN A CONDITION SATISFACTORY TO THE OWNER AND ENGINEER.
11. THE CONTRACTOR MUST SALVAGE AND REINSTALL FENCES IN CONFLICT WITH CONSTRUCTION ACTIVITIES AS NOTED OR DIRECTED BY THE ENGINEER. IF FENCES ARE DAMAGED DURING CONSTRUCTION, THE CONTRACTOR MUST PROVIDE NEW FENCES, SATISFACTORY TO THE OWNER, AT NO ADDITIONAL COST.
12. THE CONTRACTOR MUST DOCUMENT EXISTING CONDITIONS THROUGH PHOTOS OR VIDEOS BEFORE CONSTRUCTION BEGINS. THIS INCLUDES ITEMS DESIGNATED TO REMAIN THAT MIGHT BE MISCONSTRUED OR DAMAGE CAUSED BY CONSTRUCTION OPERATIONS. ADEQUATELY DETAILED PHOTOGRAPHS OR VIDEO RECORDINGS, ALONG WITH PLANS AND NOTATIONS, MUST BE SUBMITTED TO THE ENGINEER AND OWNER BEFORE CONSTRUCTION BEGINS. ANY DAMAGE TO EXISTING PAVEMENT, CURBING, STRIPING, OR OTHER SITE FEATURES MUST BE REPLACED BY THE CONTRACTOR TO THE OWNER'S SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.

KEY NOTES

- | | | | |
|---|--|----|---|
| 1 | REMOVE EXISTING FENCE. | 8 | EXISTING DRIVE-UP CANOPY AND COLUMNS TO REMAIN. |
| 2 | REMOVE EXISTING TRASH ENCLOSURE AND FENCE. | 9 | REMOVE EXISTING ELECTRICAL METER |
| 3 | REMOVE EXISTING BRUSH TO PROPERTY LINE | 10 | REMOVE EXISTING GAS METER. |
| 4 | FULL DEPTH SAW CUT LINE. | 11 | REMOVE EXISTING GAS LINE. ABANDON TO CITY REQUIREMENTS. |
| 5 | REMOVE EXISTING INLET. | 12 | FIELD VERIFY UTILITY SERVICES HAVE BEEN ABANDONED TO CITY REQUIREMENTS. |
| 6 | REMOVE EXISTING BOLLARD. PROTECT EXISTING GAS METER IN-PLACE. | 13 | COORDINATE WITH UTILITY OWNER TO LOWER CABLE LINE AS-NEEDED. |
| 7 | REMOVE EXISTING BOLLARDS, ATM'S, AND CONCRETE ISLAND AS NEEDED FOR PARKING STALLS. | | |

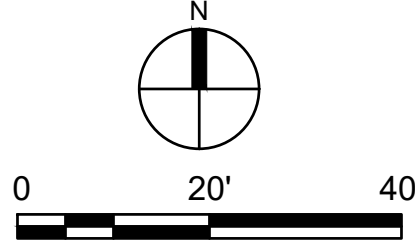
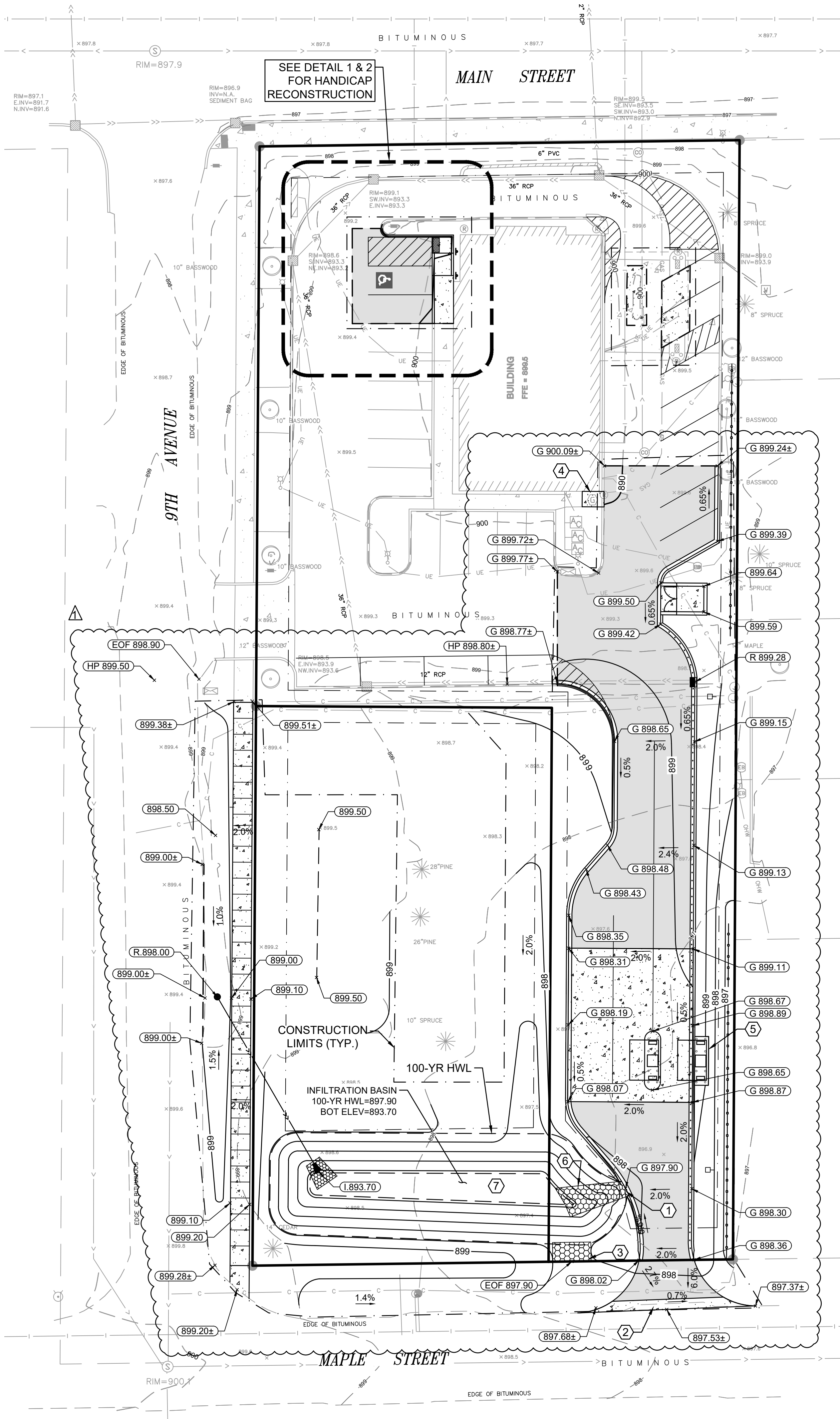


1 HANDICAP DIMENSION PLAN
SCALE: 1" = 10'



2 HANDICAP GRADING ENLARGEMENT
SCALE: 1" = 10'

- KEY NOTES**
- 1 VARIABLE HEIGHT CONCRETE CURB & GUTTER. TAPER CURB HEAD TO MATCH RAMP ELEVATION.
 - 2 0" HEIGHT FLUSH CONCRETE CURB
 - 3 HANDICAP STALL SIGN TO COMPLY WITH 2020 MINNESOTA ACCESSIBILITY CODE 502.7. (SEE DETAIL 7/C7)
 - 4 NO PARKING SIGN, MUTCD R8-3. INSTALL MINIMUM OF 60" TO MAXIMUM OF 66" MEASURED FORM HEAD OF ACCESS AISLE PAVEMENT ELEVATION TO BOTTOM OF SIGN PER 2020 MINNESOTA ACCESSIBILITY CODE 502.4.4.
 - 5 J* PERFORMED JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 6"-8" FROM THE BACK OF CURB.
 - 6 WHITE REFLECTIVE PAINT RECTANGLE CENTERED AROUND ACCESSIBILITY PARKING SYMBOL. LINE TO BE 3" WIDE. OVER A WIDTH OF 36" AND HEIGHT OF 41" PER 2009 MUTCD CODE FIGURE 3B.20.
 - 7 BITUMINOUS EDGE TO MATCH EXISTING CONCRETE LIP ELEVATION. RECOMPACT EXISTING SUBGRADE TO 100% PROCTOR. MILL & OVERLAY APPROXIMATELY 5' BEYOND HC STALLS. (SEE DETAIL 2/C7).
 - 8 5' X 5' RAMP LANDING. SLOPES WITHIN RAMP LANDINGS TO NOT EXCEED 2.00% IN ANY DIRECTION.
 - 9 FULL HEIGHT B612 CONCRETE CURB & GUTTER.



LEGEND

- | | |
|-----|-------------------------|
| --- | PROPERTY LIMITS |
| --- | CONSTRUCTION LIMITS |
| --- | EXISTING MINOR CONTOUR |
| --- | EXISTING MAJOR CONTOUR |
| --- | PROPOSED MINOR CONTOUR |
| --- | PROPOSED MAJOR CONTOUR |
| --- | EXISTING SPOT ELEVATION |
| --- | DRAINAGE ARROW |
| --- | PROPOSED CONCRETE C&G |
| --- | TIP OUT CURB |

SPOT ELEVATION KEY

- | | |
|-----|------------------------------|
| ± | EXISTING GRADE |
| G | GUTTER FLOW LINE |
| TC | TOP OF CURB ELEVATION |
| HP | HIGH POINT ELEVATION |
| R | RIM ELEVATION |
| EOF | EMERGENCY OVERFLOW ELEVATION |

GRADING NOTES

1. PROPOSED SPOT ELEVATIONS ARE TO TOP OF FINISHED SURFACE UNLESS OTHERWISE NOTED IN LEGEND.
2. ALL CONSTRUCTION OF HANDICAP STALLS, ROUTES, & CURB RAMPS TO COMPLY WITH THE 2020 MN ACCESSIBILITY CODE.
3. CONTRACTION JOINTS SHALL BE CONSTRUCTION ALONG ALL GRADE BREAKS. ALL GRADE BREAKS SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.
4. TO ENSURE RAMPS & LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS MAY BE CAST SEPARATELY.
5. ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.
6. TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.
7. FOUR FOOT MIN WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL.
8. THE CONTRACTOR MUST CONSTRUCT/GRADE SIDEWALKS AND ACCESSIBLE ROUTES, INCLUDING CROSSING DRIVEWAYS. IN ACCORDANCE WITH CURRENT ADA STATE AND NATIONAL STANDARDS. IMMEDIATE WRITTEN NOTIFICATION TO THE ENGINEER IS REQUIRED IF ADA CRITERIA CANNOT BE MET AT ANY LOCATION.
9. IMPORTED SUITABLE FILL MATERIAL NEEDED MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE BRINGING IT ON THE SITE.
10. THE CONTRACTOR MUST COORDINATE REQUIRED SOIL TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.
11. THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATING AND DISPOSING OF UNSUITABLE OR CONTAMINATED SOILS DISCOVERED ONSITE IN ACCORDANCE WITH APPLICABLE REGULATIONS AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
12. EXISTING TOPSOIL ON-SITE VARIES IN DEPTH. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SURFACE VEGETATION, TOPSOIL, AND OTHER UNSUITABLE MATERIAL FROM IMPERVIOUS AREAS AND OTHER DESIGNATED AREAS BEFORE PLACING SUITABLE FILL MATERIAL, AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
13. EXCAVATE, COMPACT EMBANKMENT/SUITABLE FILL, AND BACKFILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND WITH MN/DOT SPEC 2106 SPECIFIED DENSITY METHOD. THE CONTRACTOR MUST MEET MOISTURE CONTENT/CONTROL REQUIREMENTS IN ACCORDANCE WITH MN/DOT 2106. THE GEOTECHNICAL REPORT, AND SITE TESTING REQUIREMENTS.
14. ONSITE EMBANKMENT MATERIAL FREE OF ORGANIC SOIL AND DEBRIS MAY BE CONSIDERED FOR REUSE AS SUITABLE FILL MATERIAL IN PERVIOUS AREAS BUT MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER.
15. THE CONTRACTOR SHOULD PROMPTLY BACKFILL SUBGRADE AND TRENCH EXCAVATIONS AFTER EXCAVATION.
16. THE CONTRACTOR IS RESPONSIBLE FOR QUANTIFYING SOIL IMPORT OR EXPORT AND CONDUCTING THEIR OWN QUANTITY TAKEOFFS FROM THE DRAWINGS. ADDITIONAL ON-SITE EXCAVATION OR OFF-SITE IMPORT MAY BE NECESSARY TO ACHIEVE FINAL GRADES, AND THE CONTRACTOR MUST COORDINATE THESE ACTIONS WITH THE OWNER AND ENGINEER. THE SUITABILITY OF OFFSITE IMPORT MATERIAL MUST BE VERIFIED BY THE GEOTECHNICAL ENGINEER. ANY EXCESS MATERIAL, UNLESS NOTED OTHERWISE, BELONGS TO THE CONTRACTOR AND SHOULD BE MOVED AND DISPOSED OF OFFSITE IN ACCORDANCE WITH APPLICABLE LAWS.
17. GRADING DISCREPANCIES IN EXISTING OR PROPOSED GRADES MUST BE REPORTED IN WRITING TO THE ENGINEER BEFORE PLACING PAVEMENT. THE CONTRACTOR SHOULD OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING BEFORE PLACEMENT TO ENSURE ADEQUATE DRAINAGE.
18. EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON SITE SURVEY DATA. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS BEFORE INSTALLATION OF IMPROVEMENTS AND MUST NOTIFY THE ENGINEER IN WRITING OF ANY FIELD DISCREPANCIES. THE CONTRACTOR IS RESPONSIBLE FOR REWORK OF ANY DISCREPANCIES THAT ARE NOT COMMUNICATED TO THE ENGINEER IN WRITING AT NO ADDITIONAL COST TO THE OWNER.
19. THE PROPOSED CONTOURS PERTAIN TO THE FINISHED SURFACE GRADE, UNLESS OTHERWISE INDICATED.
20. THE CONTRACTOR IS RESPONSIBLE FOR MEETING GRADING/COMPACTION REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT AND SPECIFICATIONS FOR THE PROJECT.
21. IMPORTED SUITABLE FILL MATERIAL MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE BRINGING IT ON THE SITE.
22. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DEWATERING MEASURES AS REQUIRED OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
23. COMPACTION TESTING SHALL FOLLOW THE FREQUENCY OUTLINED IN THE GEOTECHNICAL REPORT OR MNDOT SCHEDULE OF MATERIALS CONTROL, WHERE NO FREQUENCY IS PROVIDED, CONSULT THE ENGINEER FOR MINIMUM REQUIREMENTS.
24. GRADING ELEVATIONS SHALL CONFORM TO MNDOT SPEC 2106.3.1.

KEY NOTES

- | | | | |
|---|--|---|---|
| 1 | INSTALL 5' WIDE CURB CUT. | 6 | INSTALL 10 CY MNDOT 3601 CL III RIP-RAP FROM CURB CUT TO BOTTOM OF INFILTRATION BASIN. |
| 2 | INSTALL 3' WIDE CONCRETE VALLEY GUTTER PER DETAIL. | 7 | LIMIT COMPACTION OF POND BOTTOM. USE TRACKED EQUIPMENT AND MINIMIZE TRAFFIC TO PROMOTE INFILTRATION. SCARIFY TOP 24" OF BASIN BOTTOM WITH DEEP TOOTHED BUCKET. PLACE TOP SOIL AND SEEDING MIX PER PLANTING PLAN WITHIN BASIN. |
| 3 | INSTALL 8 CY OF MNDOT 3601 CL III RIP-RAP AT 10' WIDE EMERGENCY OVERFLOW. | 8 | INSTALL 5 CY MNDOT 3601 CL III RIP-RAP |
| 4 | INSTALL APPROXIMATELY 6 LF OF CONCRETE SIDE WALK TO EXTEND TO EXISTING CURB. | | |
| 5 | EXTRA DEPTH CONCRETE SECTION. | | |



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CREDIT UNION**

REMODEL

**38807 9TH AVE,
NORTH BRANCH, MN**

ISSUED SET BID SET 07/18/2024
REVISIONS

DATE	NO.	BID SET
07/18/24	1	BID SET

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

Brian J. Field, P.E.

57224 REG. NO. 07/18/2024 DATE



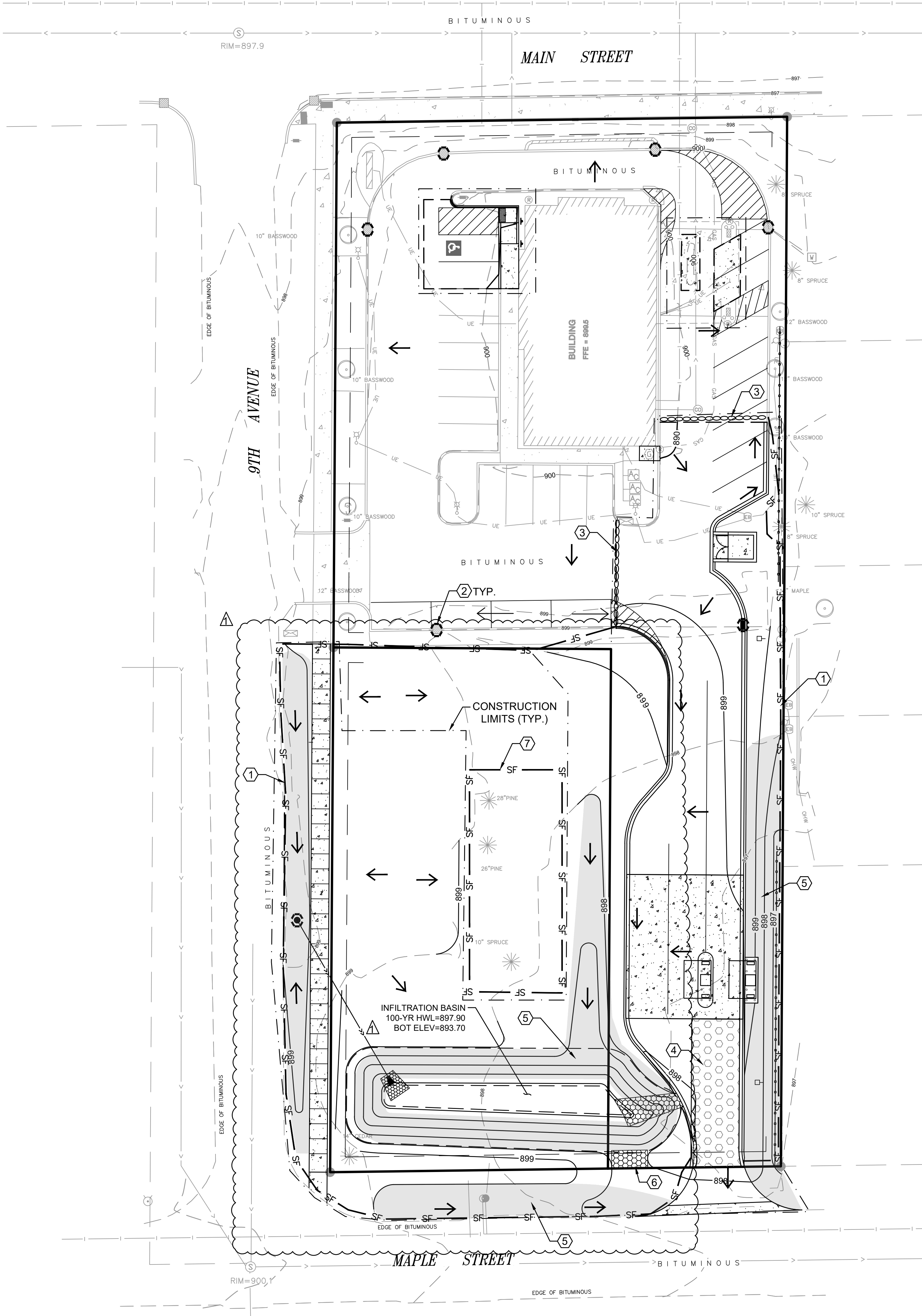
**GRADING &
DRAINAGE PLAN**

DRAWN BY: SL CHECKED BY: BF

C4

231139 - AE PROJ # 17989

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EROSION CONTROL NOTES

1. GRADING CONTRACTORS SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES CALLED FOR ON THESE PLANS AND SPECIFICATIONS, WHICH MAY INCLUDE SILT FENCE, SEDIMENTATION BASINS OR TEMPORARY SEDIMENT TRAPS, SHALL BE CONSTRUCTED AND SERVICEABLE IN THE FOLLOWING ORDER:
 - A. ROCK CONSTRUCTION ENTRANCES A MINIMUM OF 50 FEET
 - B. SILT FENCE
 - C. TEMPORARY CULVERTS
 - D. TEMPORARY SEDIMENTATION BASINS AND OUTFALL FACILITIES
 - E. SORMWATER POND CONSTRUCTION
 - F. COMMON EXCAVATION AND EMBANKMENT (GRADING)
 - G. SEED AND MULCH OR SOD
 - H. BIO-ROLL BARRIERS IN FINISHED GRADED AREAS
 - I. INLET AND OUTLET FACILITIES SUBSEQUENT TO STORM SEWER WORK
3. GRADING CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY AND NPDES PHASE II PERMITTING REQUIREMENTS AS WELL AS EROSION CONTROL MEASURES AS MAY BE SHOWN ON THESE PLANS OR SPECIFICATIONS. GRADING CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED TO PROTECT ADJACENT PROPERTY.
4. ALL EROSION CONTROL FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR DURING GRADING OPERATIONS. ANY TEMPORARY FACILITIES WHICH ARE TO BE REMOVED AS CALLED FOR ON THESE PLANS AND SPECIFICATIONS SHALL BE REMOVED BY THE GRADING CONTRACTOR WHEN DIRECTED BY THE ENGINEER. THE GRADING CONTRACTOR SHALL RESTORE THE SUBSEQUENTLY DISTURBED AREA IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
5. THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROLLED FILLS WILL BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
6. ALL DISTURBED AREAS, EXCEPT AREAS TO BE PAVED AND/OR SPECIFICALLY DESIGNED BY A LANDSCAPE PLAN, SHALL BE COVERED WITH A MINIMUM 6" OF TOP SOIL OR AS INDICATED IN SPECIFICATIONS OR LANDSCAPING PLAN. ALL DISTURBED AREAS SHALL BE SEEDD & MULCHED AT THE PRESCRIBED RATES WITHIN 72 HOURS OF FINAL GRADING UNLESS OTHERWISE NOTED.

SEED MIX: MNDOT NO. 25-141 59# / ACRE
MULCH: TYPE 1 2 TONS / ACRE (DISK ANCHORED)
FERTILIZER: TYPE 3 22-5-10 350# / ACRE
ALL EXPOSED SOIL AREAS WITH A CONTINUOUS POSITIVE SLOPE WITHIN 200 LINEAL FEET OF ANY SURFACE WATER, MUST HAVE TEMPORARY EROSION PROTECTION OR PERMANENT COVER FOR THE EXPOSED SOIL AREAS YEAR ROUND, ACCORDING TO THE FOLLOWING TABLE OF SLOPES AND TIME FRAMES:

TYPE OF SLOPE	TIME	(Maximum time an area can remain open when the area is not actively being worked)
STEEPER THAN 3:1	7 DAYS	
10:1 TO 3:1	4 DAYS	
FLATTER THAN 10:1	21 DAYS	

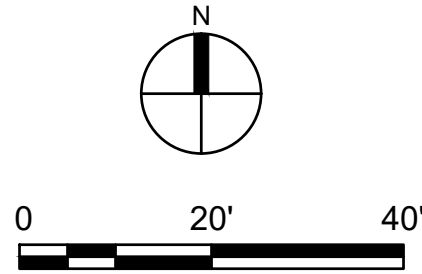
7. THE EXISTING TOPOGRAPHY AND CONTOUR ELEVATIONS SHOWN ON THE PLAN WERE TAKEN FROM A PLAN FURNISHED BY OWNER.
8. CONTRACTORS GRADING AND EROSION CONTROL OPERATIONS SHALL TAKE PLACE WITHIN THE CONSTRUCTION LIMITS.
9. IT IS REQUIRED THAT SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES BE CLEANED DAILY FROM PAVED ROADWAY SURFACES THROUGHOUT THE DURATION OF CONSTRUCTION.
10. PROVIDE TEMPORARY SEDIMENTATION BASINS AS DIRECTED BY THE ENGINEER.
11. ALL REQUIREMENTS OF THE LOCAL WATERSHED DISTRICT SHALL BE SATISFIED PER THE APPROVED PERMIT.
12. ALL EROSION & SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN AND IMPLEMENTED IN THE FIELD AS DIRECTED BY THE ENGINEER SHALL CONFORM TO THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS: BEST MANAGEMENT PRACTICES FOR MINNESOTA".
13. DEWATERING AND / OR BASIN DRAININGS DISCHARGE SHALL BE DIRECTED TO SEDIMENTATION BASINS WHEREVER POSSIBLE. ALL DISCHARGE POINTS SHALL BE ADEQUATELY PROTECTED FROM EROSION & SCOUR THROUGH USE OF APPROVED ENERGY DISSIPATION DEVICES.
14. ALL SOLID WASTE / CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH MPCA REQUIREMENTS. HAZARDOUS MATERIALS SHALL BE STORED / DISPOSED OF IN COMPLIANCE WITH MPCA REGULATIONS.
15. CONTRACTOR SHALL USE RAPID STABILIZATION METHODS PER MNDOT 2575 AS NEEDED DURING THE COURSE OF THE WORK TO MAINTAIN CONFORMANCE WITH THE CITY AND NPDES II PERMIT REQUIREMENTS. THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREA, TO PREVENT OFF SITE SEDIMENTATION AND / OR TO COMPLY WITH PERMIT REQUIREMENTS. THE WORK MAY BE PERFORMED AT ANY TIME DURING THE CONTRACT AND DURING NORMAL WORKING HOURS. THIS WORK WILL BE CONDUCTED ON SMALL AREAS THAT MAY OR MAY NOT BE ACCESSIBLE WITH NORMAL EQUIPMENT. THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE MNDOT STANDARDS SPECIFICATIONS, THE DETAILS SHOWN IN THE PLANS, AND THE FOLLOWING:

THERE ARE FIVE STABILIZATION METHODS APPROVED FOR THESE OPERATIONS. THESE METHODS MAY BE CONDUCTED INDEPENDENTLY OR IN COMBINATION.

METHOD	RAPID STABILIZATION
1	TYPE 1 MULCH WITH DISC ANCHORING
2	TYPE 3 MULCH WITH TYPE HYDRAULIC MULCH
3	TYPE HYDRAULIC MULCH WITH SEED MIXTURE 22-11
4	CATEGORY 3 EROSION CONTROL BLANKET WITH SEED MIXTURE
5	RIPRAP CLASS II WITH GEOTEXTILE TYPE III

THESE EFFORTS WILL BE INCIDENTAL TO THE EROSION CONTROL BID ITEM.

16. CHANGE OF COVERAGE: FOR STORM WATER DISCHARGES FROM CONSTRUCTION PROJECTS WHERE THE OWNER OR OPERATOR CHANGES, (E.G., AN ORIGINAL DEVELOPER SELLS PORTIONS OF THE PROPERTY TO VARIOUS BUILDERS) THE NEW OWNER OR OPERATOR MUST SUBMIT A SUBDIVISION REGISTRATION WITHIN 7 DAYS OF ASSUMING TRANSFERS, SALE OR CLOSING ON THE PROPERTY.
17. INDIVIDUAL SITE BUILDERS SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL NECESSARY EROSION CONTROL MEASURES AS MAY BE REQUIRED. REQUIRED ECM'S SHALL CONSIST OF BUT NOT BE LIMITED TOT HE FOLLOWING:
 - A. STAKED FIBER LOG ROLLS AT BACK OF ALL CURB EXCEPT AT CONSTRUCTION / DRIVEWAY ENTRANCE.
 - B. SILT FENCE ON ALL DOWN GRADIENT SLOPES FROM CONSTRUCTION AREA. SILT FENCE SHALL HAVE THE BOTTOM DUG IN WITH SOIL FIRMLY COMPACTED.
 - C. ROCK CONSTRUCTION ENTRANCE HAVING 1" TO 2" CLEAR ROCK OVER GEOTEXTILE FABRIC.
 - D. STREET CLEANING AS MAY BE REQUIRED SHOULD VEHICLE TRACKING OCCUR. INDIVIDUAL SITE BUILDERS ARE REQUIRED TO MAINTAIN ECM'S UNTIL SUCH TIME AS INDIVIDUAL YARDS/VEGETATION ARE ESTABLISHED.
18. CONTRACTOR SHALL PROVIDE A TEMPORARY SEDIMENTATION BASIN ON SITE FOR CONSTRUCTION WASH OUT USE. TEMPORARY BASIN SHALL BE LOCATED AS TO PROVIDE EASY ACCESS FOR CONSTRUCTION VEHICLES AND CONCRETE TRUCKS AS NECESSARY.
19. INLET SEDIMENTATION CONTROL IS TO BE PROVIDED TO ALL STORM SEWER CATCH BASIN THROUGHOUT CONSTRUCTION. MEASURES APPLIED SHALL COMPLY WITH BEST MANAGEMENT PRACTICES FOR MINNESOTA AND APPLICATION OF NPDES PHASE II AS APPROPRIATE FOR PHASE OF CONSTRUCTION.
20. CONTRACTOR SHALL PREVENT SOIL LOSS DURING CONSTRUCTION DUE TO WIND EROSION THROUGHOUT CONSTRUCTION. DUST SHALL BE SUPPRESSED THOUGH THE APPLICATIONS OF WATER, AS DEEMED NECESSARY BY THE CONTRACTOR, OR THROUGH EQUIVALENT BMP'S AS APPROVED BY THE ENGINEER.
21. IF LEED ACCREDITATION IS APPLICABLE, CONTRACTOR SHALL DOCUMENT THE IMPLEMENTATION OF THE EROSION AND SEDIMENTATION CONTROL PLAN THROUGH DATE-STAMPED PHOTOS AND INSPECTION LOGS / REPORTS. REPORTS SHALL INCLUDE AT A MINIMUM DESCRIPTION OF ALL EMPLOYED BMP'S (INCLUDING BOTH MEASURES TO PREVENT SOIL LOSS DUE TO RUNOFF AND SOIL LOSS DUE TO WIND EROSION), BMP'S DEEMED UNNECESSARY DUE TO SITE CONDITIONS, CORRECTIVE ACTIONS TAKEN IN RESPONSE TO PROBLEMS, AND ANY ADDITIONAL INFORMATION RELEVANT TO THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PLAN AS IT WAS ESTABLISHED AT THE TIME OF CONSTRUCTION.



LEGEND

	PROPERTY LIMITS
	CONSTRUCTION LIMITS
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	DRAINAGE ARROW
	PROPOSED BIOROLL
	SILT FENCE
	INLET SEDIMENT PROTECTION
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET

KEY NOTES

- ① INSTALL PERIMETER SILT FENCE AND MAINTAIN THROUGHOUT CONSTRUCTION PER DETAIL ERO-001 / C7.
- ② INSTALL AND MAINTAIN SEDIMENT INLET PROTECTION PER DETAIL ERO-002 / C7
- ③ INSTALL BIO-ROLL WITHIN PAVED AREAS
- ④ INSTALL TEMPORARY ROCK CONSTRUCTION ENTRANCE (MIN 50' LONG), AT ALL SITE ENTRANCES PER DETAIL 5/C8.
- ⑤ AREAS WITH SLOPES STEEPER THAN 4:1 AND WITHIN SWALES, TO HAVE EROSION CONTROL BLANKET AND SEED MEETING MNDOT SPEC 3885 CATEGORY 3 OR 3N. SEE DETAIL ERO-006 / C7.
- ⑥ RIP-RAP OVERFLOW PER SHEET C4
- ⑦ INSTALL SILT FENCE AROUND TREES TO REMAIN PER DETAIL ERO-001 / C7



STORMWATER POLLUTION PREVENTION PLAN SCHEDULE OF INSTALLATION & MAINTENANCE

ITEM	INSTALLATION	INSPECTION & MAINTENANCE	REMOVAL
SILT FENCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT & MAINT. AFTER EACH RUN-OFF EVENT. REMOVE SEDIMENTS AS REQUIRED.	AFTER TRIBUTARY DRAINAGE AREA IS RESTORED.
ROCK CONST. ENTRANCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.
OUTLET SKIMMER STRUCTURE	AFTER POND GRADING IS COMPLETED.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PERMANENT.
RIP-RAP & FILTER	UPON COMPLETION OF POND GRADING, CONC. SWALE CONST. AND OUTLET INSTALLATION.	INSPECT & MAINTAIN AT LEAST ANNUALLY AND AFTER HEAVY RAINFALL EVENT.	PERMANENT.
DETENTION POND	DURING EARTHWORK OPERATIONS.	AFTER HEAVY RAINFALL EVENTS. REMOVE SEDIMENTS AS NEEDED.	PERMANENT.
SEED & MULCH	AFTER POND GRADING IS COMPLETED.	INSPECT & MAINTAIN AFTER HEAVY RAINS. REPLACE WASH-OUT AREAS IMMEDIATELY	NO REMOVAL NECESSARY.
INLET PROTECTION	UPON INLET CONSTRUCTING	WHEN 1/3 CAPACITY OF BMP IS REACHED	AFTER TRIBUTARY AREAS ARE FULLY RESTORED



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DATE	NO.	
07/18/24	1	BID SET

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

BRIAN J. FIELD, P.E.

57224
REG. NO. 07/18/2024
DATE



EROSION &
SEDIMENT
CONTROL PLAN

DRAWN BY: SL CHECKED BY: BF

C5

PROJECT

**MEMBERS COOPERATIVE
CREDIT UNION**

REMODEL

38807 9TH AVE,
NORTH BRANCH, MN

[illegible]

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Erin J. Thiel

BRIAN J. FIELD, P.E

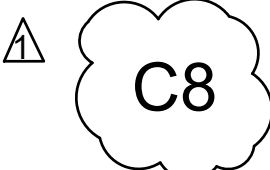
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REG. NO.	DATE



CIVIL DETAILS 2

DRAWN BY: SL

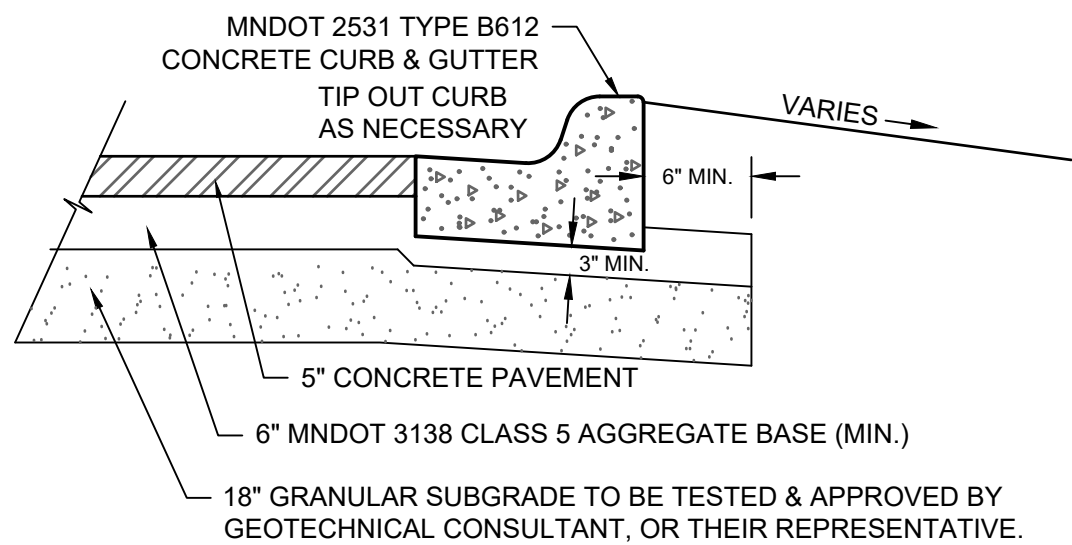
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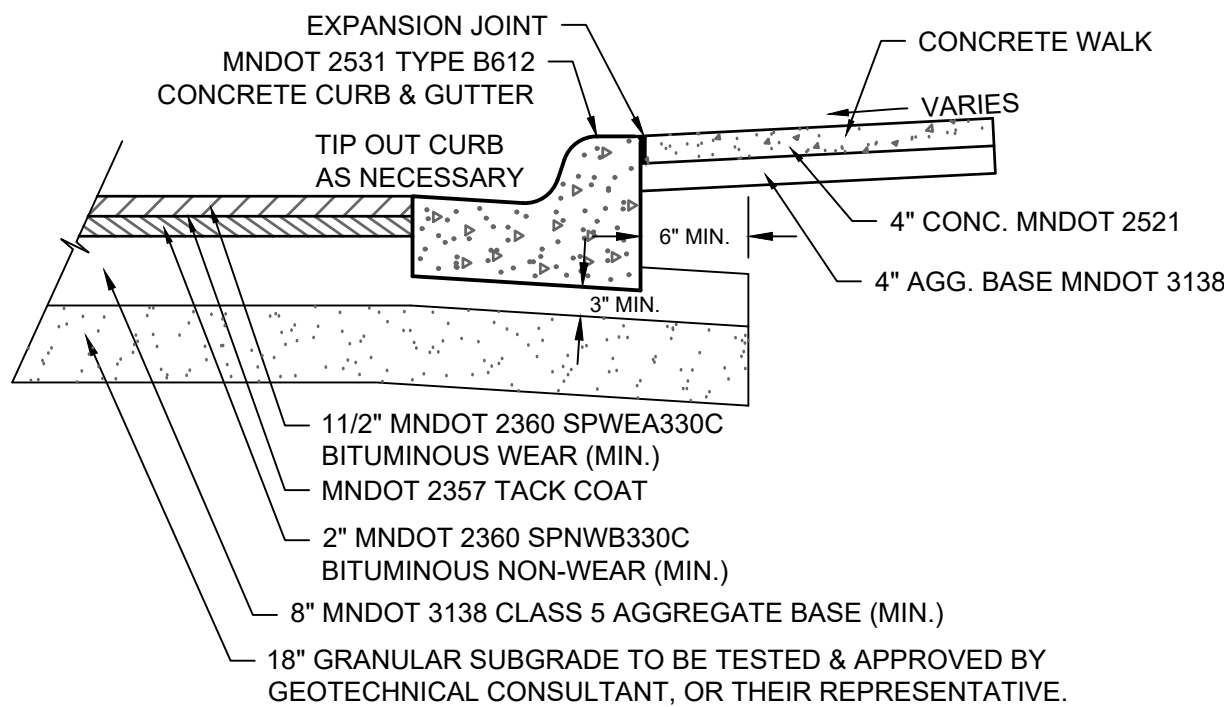
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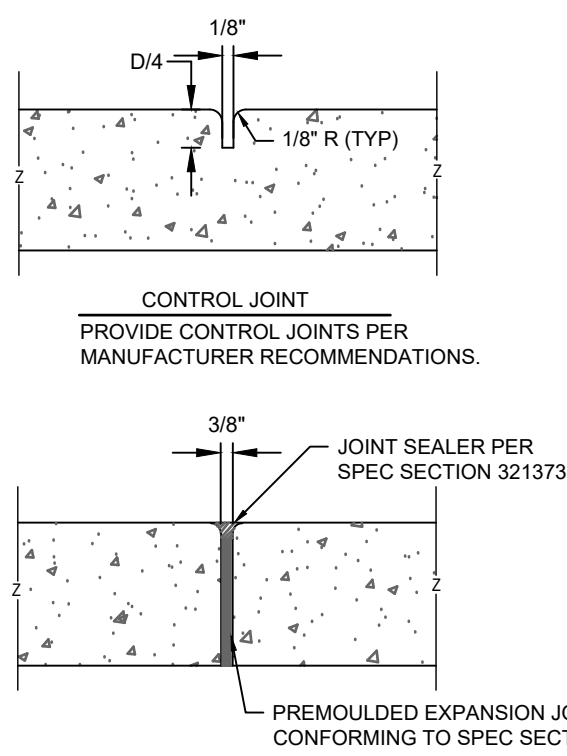
CONCRETE PAVEMENT SECTION

SCALE:NTS



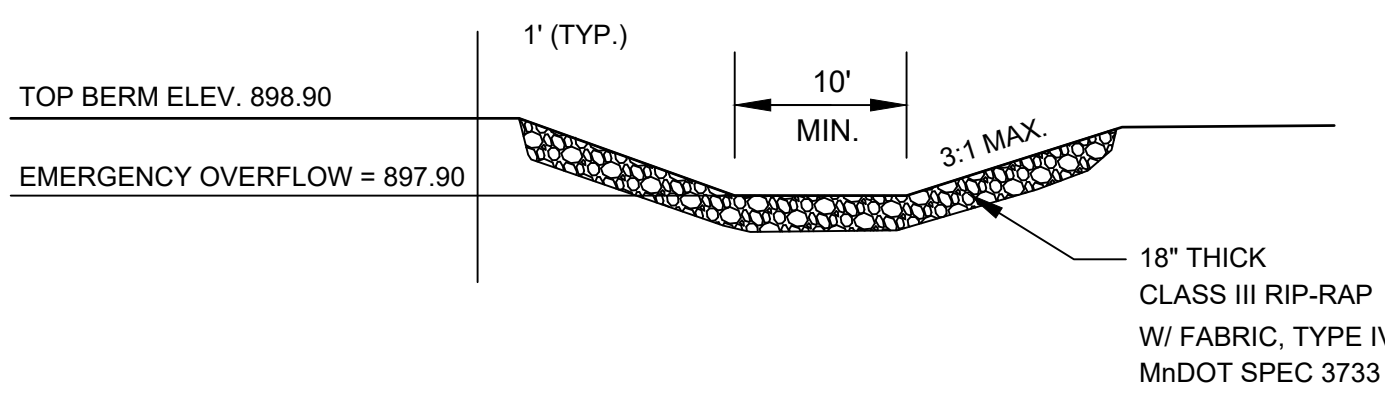
BITUMINOUS PAVEMENT SECTION DETAIL

SCALE:NTS



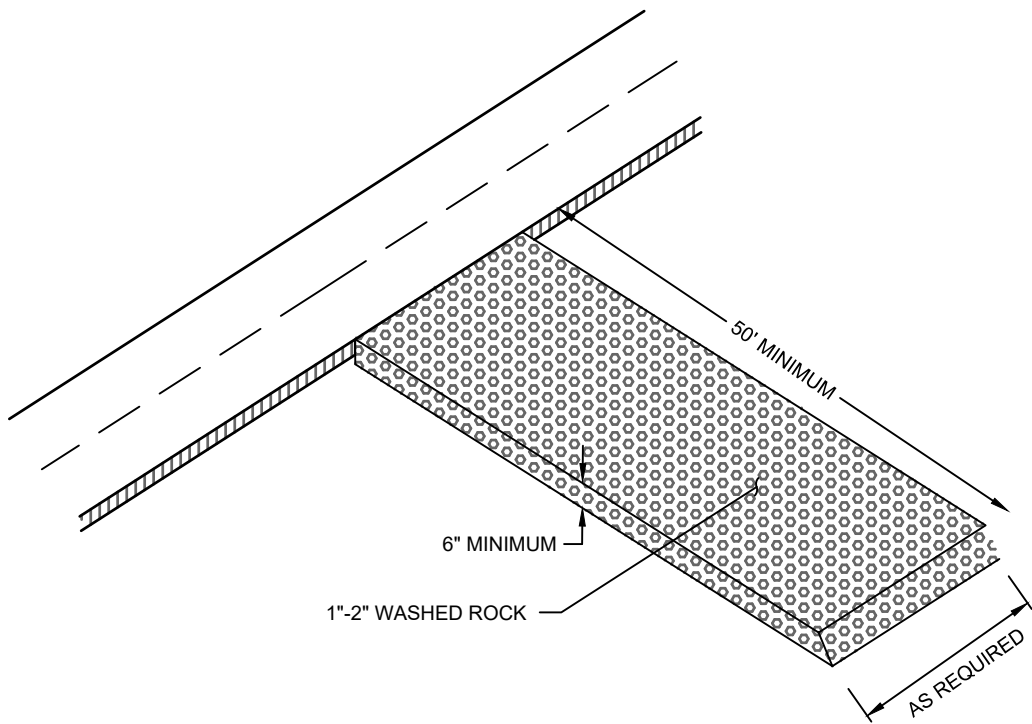
JOINTING DETAIL

SCALE:NTS



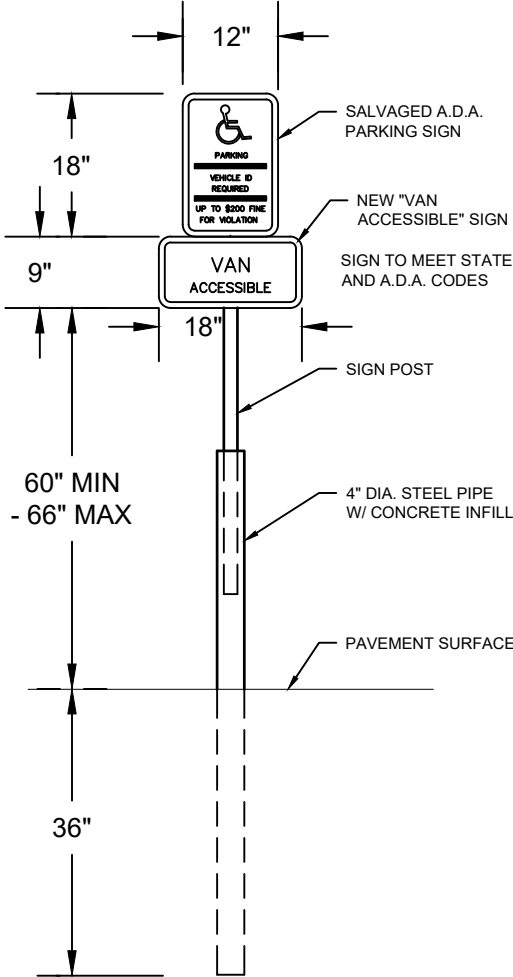
RIP RAP OVERFLOW DETAIL

SCALE:NTS



ROCK CONSTRUCTION ENTRANCE DETAIL

SCALE:NTS



HANDICAP SIGN DETAIL

SCALE:NTS

GENERAL LANDSCAPE NOTES

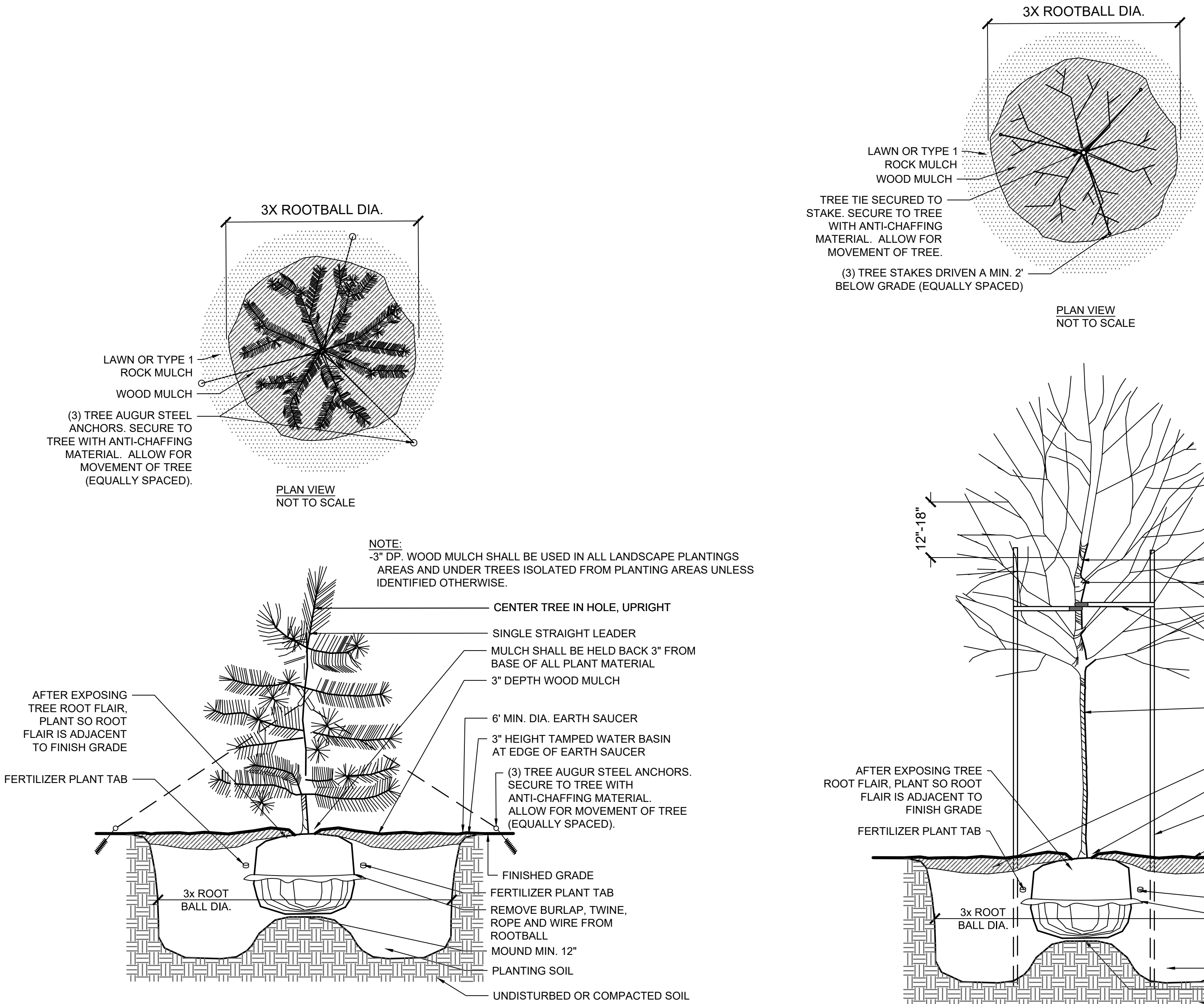
- LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.
- NO PLANTING SHALL BE INSTALLED UNTIL ALL GRADING, BUILDING, CONSTRUCTION, UTILITY WORK & IRRIGATION (IF APPLICABLE) HAS BEEN COMPLETED IN THE AREAS TO BE PLANTED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ALL UNDERGROUND CABLES, CONDUITS, WIRES, ETC., ON THE PROPERTY.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER OF PLANTS SHOWN IN THE PLANT LIST, THE NUMBER OF PLANTS SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- ALL PROPOSED PLANT MATERIAL SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLAN. IF THE CONTRACTOR BELIEVES AN ERROR HAS BEEN MADE REGARDING SPACING OR LOCATION OF THE PLANT MATERIAL INDICATED ON THE PLAN, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF THE PLANT MATERIAL (WATERING, SPRAYING, FERTILIZING, MOWING, ETC.) UNTIL THE WORK HAS BEEN ACCEPTED, BY THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS TO PROPERTY DAMAGE FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
- ALL NEWLY PLANTED PLANT MATERIAL SHALL BE GUARANTEED THROUGH ONE CALENDAR YEAR STARTING FROM THE DATE OF ACCEPTANCE ESTABLISHED BY THE OWNER.
- THE CONTRACTOR SHALL MEET WITH THE OWNER OR OWNERS REPRESENTATIVE ON SITE WHEN THEY FEEL THE PROJECT IS COMPLETE ACCORDING TO THE CONTRACT DOCUMENTS. IF ALL WORK IS SATISFACTORY AND COMPLETE ACCORDING TO THE CONDITIONS OF THE CONTRACT DOCUMENTS, THEN THE OWNER MUST DECLARE THE PROJECT COMPLETE. THIS DECLARATION WILL CONSTITUTE AS THE BEGINNING OF THE ONE (1) YEAR WARRANTEE PERIOD FOR ALL PLANT MATERIAL. THE OWNER SHALL PROVIDE A LETTER WITH SIGNATURE STATING THE DATE OF ACCEPTANCE.
- WIND BURN OR OTHERWISE DAMAGED PLANT MATERIAL WILL NOT BE ACCEPTED.
- CONTRACTOR CAN SUBSTITUTE MACHINE MOVED MATERIAL USING APPROPRIATE SIZE TREE SPADE FOR B & B WITH OWNER APPROVAL.
- THE PRACTICE OF STAKING SHOULD NOT ALLOW NAILS, SCREWS, WIRES, ETC. TO PENETRATE THE OUTER SURFACE OF THE TREES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF ALL TREE STAKES, GUYS, STRAPS AND TRUNK PROTECTION MEASURES FOLLOWING THE COMPLETION OF THE WARRANTEE PERIOD OR AS DIRECTED BY THE OWNER.
- LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE THE OWNER WITH MAINTENANCE INFORMATION DURING THE GUARANTEE PERIOD RELATING TO WATERING, FERTILIZING, PRUNING, PEST CONTROL, AND RELATED ITEMS. THIS WILL BE PREPARED AND DELIVERED TO THE OWNER AFTER PROVISIONAL INSPECTION APPROVAL HAS BEEN GIVEN BY THE OWNER AND/OR LANDSCAPE ARCHITECT.
- INSTALL CORRUGATED PLASTIC TREE GUARDS, WHITE IN COLOR, WITH THE SIZE OF TUBE 1" DIA. (MIN.) LARGER THAN THE CALIPER OF THE TREE TO BE PROTECTED.
- 3" DEPTH SHREDDDED HARDWOOD MULCH SHALL BE INSTALLED UNDER ALL TREES AND SHRUBS THAT ARE ISOLATED FROM GROUNDCOVER AREAS AND GENERAL SHRUB MASSES.
- CALIPER OF TREES UP TO AND INCLUDING 4" SHALL BE MEASURED AT 6" ABOVE GROUND LEVEL, AND 12" ABOVE GROUND LEVEL FOR LARGER SIZES.
- FOR BALLED & BURLAP PLANT MATERIAL, REMOVE THE TOP HALF OF THE BURLAP FROM THE ROOT BALL. WIRE CAGES, STRAPS, ETC. SHALL BE REMOVED FROM THE TOP HALF OF THE ROOTBALL BEFORE INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL PROVIDE AND INSTALL NURSERY GROWN PLANT MATERIAL CONFORMING TO THE REQUIREMENTS AND RECOMMENDATIONS OF THE LATEST EDITION OF ANSI Z60.1 STANDARDS UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS.

PLANTING, SODDING, SEEDING AND TOPSOIL NOTES

- LANDSCAPE CONTRACTOR SHALL ENSURE THAT NEW TREES MOVED ONTO THE SITE ARE DUG FROM SIMILAR SOILS WITH SIMILAR SOILS TO THE SOILS OF THIS PROJECT (HEAVY TO HEAVY, LIGHT TO LIGHT. HEAVY TO LIGHT SOILS). CONTRACTOR SHALL REVIEW SOIL CONDITIONS/TYPES WITH OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL NEWLY INSTALLED PLANT MATERIAL SHALL BE PLANTED IN WELL-DRAINED AREAS. NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION IF ANY PLANT MATERIAL IS LOCATED IN DRAINAGE SWALES OR WET & POORLY DRAINED AREAS.
- ALL PLANTINGS SHALL RECEIVE FERTILIZER AS FOLLOWS:
 - SUMMER AND FALL PLANTING: 0-20-20 GRANULAR (IN SAUCER AROUND PLANT AT THE RATE OF 12 OZ. PER 2-3" CAL. TREE & 6 OZ. PER SHRUB).
 - SPRING PLANTING: 10-10-10 GRANULAR (APPLY ABOVE REFERENCED FERTILIZER AT A RATE OF 12 OZ. PER 1-1/2" CAL. TREE OR LARGER & 6 OZ. PER SHRUB & PERENNIAL.
- ALL PLANTINGS SHALL RECEIVE AN AMENDED SOIL MIX CONSISTING OF THREE (3) PARTS:
 - 45% APPROVED TOPSOIL (ONE SITE PREFERRED)
 - 45% ORGANIC MATTER (TYPE 1 SPHAGNUM PEAT MOSS FINELY DIVIDED WITH A PH OF 3.1 - 5.0)
 - 10% SAND (FINE CLEAN MASONRY SAND)
- AREAS TO RECEIVE SOD OR SEED SHALL HAVE A 6" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL PROVIDE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY CLUMPS, BRUSH WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONE LARGER THAN 1" IN ANY DIMENSION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
- SOD SHALL BE HIGHLAND SOD, 30" X 100' ROLLS PREFERRED WHERE APPLICABLE. TO BE LAID PARALLEL WITH THE CONTOURS AND HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR DRAINAGE SWALES, THE SOD SHALL BE STAKED INTO THE GROUND. SCARIFY THE EXISTING GRADES WITH FIELD CULTIVATOR PRIOR TO PLACING OF TOPSOIL AND FINISH GRADING FOR SOD. IMMEDIATELY PRIOR TO PLACING SOD, CONTRACTOR SHALL APPLY 10-6-4 FERTILIZER AT THE RATE OF 10 POUNDS PER 1000 SQ. FT.
- REFER TO MN DOT SEED MANUAL FOR RATE AND METHOD OF APPLICATION.

PLANT ESTABLISHMENT PERIOD

- THE REQUIRED WORK SHALL CONSIST OF CONTINUOUSLY CONDUCTING OPERATIONS AND MAINTENANCE FOR A WARRANTY PERIOD ESTABLISHED FOR 1 YEAR AFTER THE INSTALLATION HAS BEEN ACCEPTANCE BY THE OWNER. THE WORK INCLUDES:
 - ESTABLISHMENT OF BALLED AND BURLAPPED AND CONTAINER PLANT MATERIAL, SODDED AND SEEDDED AREAS INCLUDING PEST CONTROL, FERTILIZING AND FUNGICIDAL TREATMENTS
 - REGULAR WATERING SCHEDULINGS FOR ALL PLANT MATERIAL: SOD AND SEEDING
 - REMOVAL OF ALL WEEDS WITHIN THE PROJECT AREA BY METHODS AGREED BY THE OWNER (POST/PRE HERBICIDE TREATMENT, HAND OR MECHANICAL REMOVAL)
 - MAINTENANCE OF MISCELLANEOUS ITEMS (EROSION CONTROL PRODUCTS, REPAIRS FROM EROSION)
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ON-SITE REVIEW MEETINGS WITH THE OWNER DURING THE PLANT ESTABLISHMENT PERIOD TO IDENTIFY OPERATIONS AND MAINTENANCE TO BE EXECUTED MONTHLY.
- PLANT MATERIAL DEEMED TO BE REPLACED AT THE END OF PLANT ESTABLISHMENT PERIOD SHALL BE EXECUTED WITHIN 2 WEEKS (14 DAYS) PRESENTING LESS THE FOLLOWING SURVIVORSHIP:
 - BALLED AND BURLAPPED AND CONTAINER PLANT MATERIAL: 75%
 - SODDED AREAS: 100% (0% BARE SOIL)
 - SEEDDED AREAS: 90% (<10% BARE SOIL)
- REPLACEMENT PLANTS, SOD AND/OR SEED SHALL BE OF THE SAME SPECIES AND SIZE AS ORIGINALLY SPECIFIED ON THE DRAWINGS, UNLESS THE OWNER DETERMINES THAT SUBSTITUTIONS OF ANOTHER SPECIES OR SIZE SHALL BE MADE.



1 EVERGREEN TREE PLANTING DETAIL
SCALE: N.T.S.

2 DECIDUOUS TREE PLANTING DETAIL
SCALE: N.T.S.



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NORTH BRANCH, MN

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REVISIONS			
DATE	NO.		
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Curt H. Claeys

CURT H. CLAEYS, PLA

45613
REG. NO. 07/18/2024
DATE



ANDERSON

13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PLANTING NOTES
& DETAILS

DRAWN BY: JS CHECKED BY: CC

L2

KEYED SITE PLAN NOTES

- 1 EXISTING PYLON SIGN BASE AND ELECTRONIC MESSAGE CENTER (EMS) TO REMAIN. REMOVE STRUCTURE ABOVE EMS AND REPLACE WITH NEW METAL PANEL STRUCTURE- BY SIGNAGE VENDOR. SEE ELEVATION 3/A1.1
- 2 EXISTING DRIVE-UP CANOPY STRUCTURE AND LANE TO REMAIN. PROTECT IN PLACE. SEE FLOOR PLAN FOR PROPOSED WORK AT DRIVE-UP CONC ISLANDS
- 3 NEW STRIPING FOR ADDED LARGE TRUCK AND TRAILER PARKING
- 4 DEMO EXISTING SHED, FULLY ABATE FOOTINGS AND FOUNDATIONS
- 5 EXTENTS OF REINFORCED CONCRETE AT ITM DRIVE-UP
- 6 NEW EXIT-ONLY CURB CUT
- 7 EXISTING LIGHT POLE TO REMAIN, REPLACE HEADS WITH LED. SEE A2.2 RCP LEGEND
- 8 DEMO EXISTING TRASH ENCLOSURE. CONC PAD TO REMAIN
- 9 NEW BUILDING FENCE (8'-0" HIGH) ADJACENT RESIDENTIAL PROPERTY, EXTENTS AS SHOWN ON PLAN. SEE 3/A1.2 FOR SIGN DETAIL
- 10 EMPLOYEE ONLY PARKING. NEW PARKING STRIPING AND CONC CURBS FOR ADDED PARKING. SEE DEMO PLAN FOR SITE WORK
- 11 NEW TRASH ENCLOSURE, 8' HIGH - SEE PLAN AND ELEVS ON A1.2. 5' x 5' POST W/ STL POST STIFFENERS
1' x 5-3/4" INTERLOCKING PICKETS
1' x 5-3/4" BOTTOM RAIL COVER
3-1/2' x 3-1/2' x 3/16" STL TUBE
- 12 NEW LED LIGHT POLE AND BASE (2 NO.). SEE A2.2 RCP LEGEND
- 13 NEW ITM FOR REMOTE TELLER ACCESS BY OWNER'S VENDOR. CONC FOOTING AND BASE BY GC. GC TO INSTALL POWER CONDUITS ROUTED BACK TO BUILDING
- 14 NEW SOUTH ITM LANE TO BE ASPHALT PAVEMENT WITH CONCRETE CURBS AND REINFORCED CONCRETE PAVEMENT AT ITM CANOPY LOCATIONS - SEE CIVIL
- 15 VACANT LAND AREA FOR FUTURE DEVELOPMENT
- 16 BOLLARDS (16) 6" DIA. 8'-0" HEIGHT. SEE DETAIL 2/A1.1
- 17 PROVIDE PAVEMENT STRIPING, DIAGONAL HATCHES, DIRECTIONAL ARROWS, TEXT/LETTERING AND ALL OTHER PAINTED MARKINGS AS SHOWN ON THIS SHEET
- 18 EXISTING TRANSFORMER TO REMAIN IN PLACE
- 19 REMOVE EXISTING CURB - SEE CIVIL
- 20 INSTALL NEW SIDEWALK
- 21 EXISTING CONDENSING UNIT TO REMAIN
- 22 REMOVE EXISTING BUILDING FENCE
- 23 NEW ROLL CURB TO ALLOW FOR SNOW REMOVAL
- 24 NEW CONCRETE CURB
- 25 SEAL COAT AND RESTRIPE ALL EXISTING ASPHALT PAVEMENT
- 26 REMOVABLE STEEL SECURITY BAR BETWEEN BOLLARDS, IN FRONT OF ITM (VERIFY WITH FINANCIAL EQUIPMENT VENDOR FOR SERVICE ACCESS)
- 27 PROPERTY LINE
- 28 BUILDING SET BACK LINE
- 29 PARKING SETBACK
- 30 EXISTING BUILDING TO REMAIN AND PROTECT IN PLACE
- 31 EXISTING CURB CUT, ENTRANCE AND EXIT
- 32 RECONSTRUCT ACCESSIBLE PARKING STALL, CURB RAMP AND RAMP LANDING TO MEET CURRENT ACCESSIBILITY CODES. INSTALL ACCESSIBLE PARKING SPACE SIGN AND ACCESS AISLE SIGN. SEE CIVIL
- 33 REMOVE EXISTING DIRECTIONAL SIGN
- 34 SITE DIRECTIONAL SIGN
- 35 INSTALL NEW CONC SIDEWALK - SEE CIVIL
- 36 INFILTRATION BASIN - SEE CIVIL
- 37 D4U EASEMENT
- 38 EXISTING BOLLARDS (2) TO REMAIN. FIELD VERIFY
- 39 REMOVE EXISTING BOLLARDS (2) AND INSTALL NEW (2) AS TIGHT AS POSSIBLE TO EXISTING COLUMN

SITE PLAN GENERAL NOTES:

1. ITM AND ITM CANOPIES BY OWNER'S VENDOR. CONCRETE FOOTING AND BASE, POWER AND DATA STUBBED TO LOCATION BY GC.
2. SEE FLOOR PLAN FOR SITE WORK AT NEW EMPLOYEE PARKING/EXISTING DRIVE-UP CANOPY AREA
3. NEW PAVEMENT STRIPING THROUGHOUT - MUST BE INSTALLED AS SHOWN ON THIS PLAN. CONTACT ARCHITECT IMMEDIATELY IF THERE IS ANY CONFLICT BETWEEN ARCHITECTURAL AND CIVIL SHEETS
4. INSTALL NEW LANDSCAPING WHERE REQUIRED AROUND AREAS INVOLVING NEW WORK - SEE LANDSCAPE DRAWINGS
5. SEE FOLLOWING SHEETS FOR PROPOSED INTERIOR AND EXTERIOR BUILDING WORK
6. SLOPE SIDEWALKS & GRADE AWAY FROM BUILDING TYPICAL 1:20 MAX. SLOPE FOR WALKING SURFACES
7. MATCH NEW CONSTRUCTION WITH EXISTING WHEREVER NECESSARY (ie., CONC. CURBS, CONC. WALKS, PAVING, etc.)
8. MATCH/TIE NEW GRADING INTO EXISTING GRADING
9. CUT & PATCH EXISTING BITUMINOUS PAVING, CONC. CURBS & SIDEWALKS TO MATCH EXISTING
10. ALL MECHANICAL & ELECTRICAL EXPOSED PIPING, GRILLES, CONDUITS, etc TO BE PAINTED TO MATCH ADJACENT FINISHES
11. PARKING STRIPES TO BE PAINTED WHITE 4" WIDE AT 9'-0" O.C. x 20'-0"
12. FURNISH & INSTALL POSTED HANDICAP SIGNS AS REQUIRED BY STATE CODE
13. VERIFY & LOCATE ALL UNDERGROUND PHONE & UTILITY LINES PRIOR TO ANY EXCAVATION
14. BARRICADE OFF CONSTRUCTION AREA AS REQUIRED. KEEP CONSTRUCTION AREA TO MINIMUM

SITE AND BUILDING INFO:

ZONING: B3
PROPOSED: BANK
OCCUPANCY GROUP: B-BUSINESS
NUMBER OF STORIES: 1 PROVIDED
BUILDING HEIGHT: 24'-10" +/- (EXISTING, NO CHANGE)
BUILDING AREA: 3,614 SF (FIRST FLOOR); 961 SF (LOWER LEVEL); 4,575 SF TOTAL (EXISTING, NO CHANGE)

PARKING REQUIRED (STALLS):

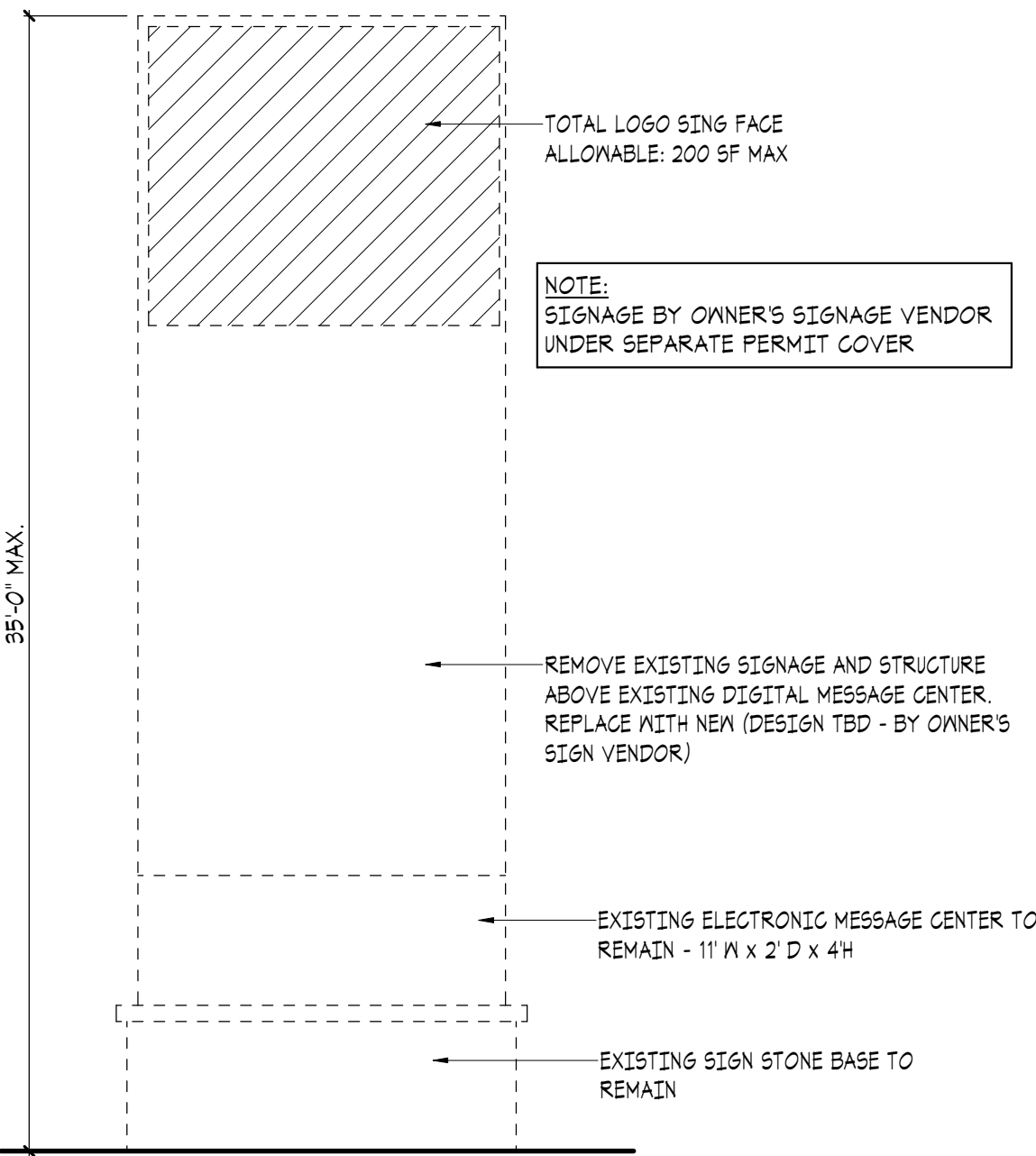
BANK 1 PER 250 SF GROSS FLOOR AREA
TOTAL REQUIRED 4575/250 = 18
TOTAL PROVIDED 23

SETBACKS

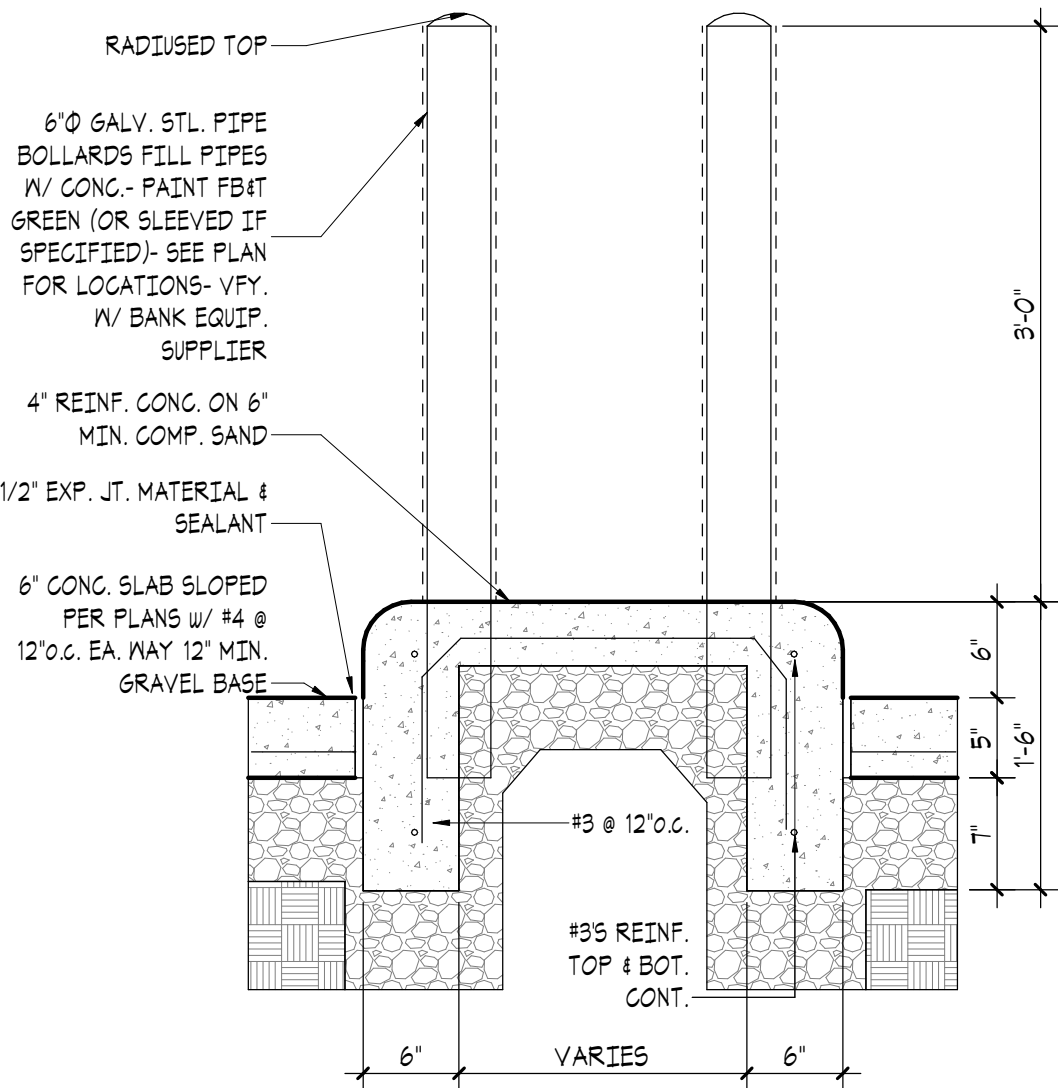
BUILDING 15 FEET
PARKING 5 FEET

DRIVE-UP STACKING

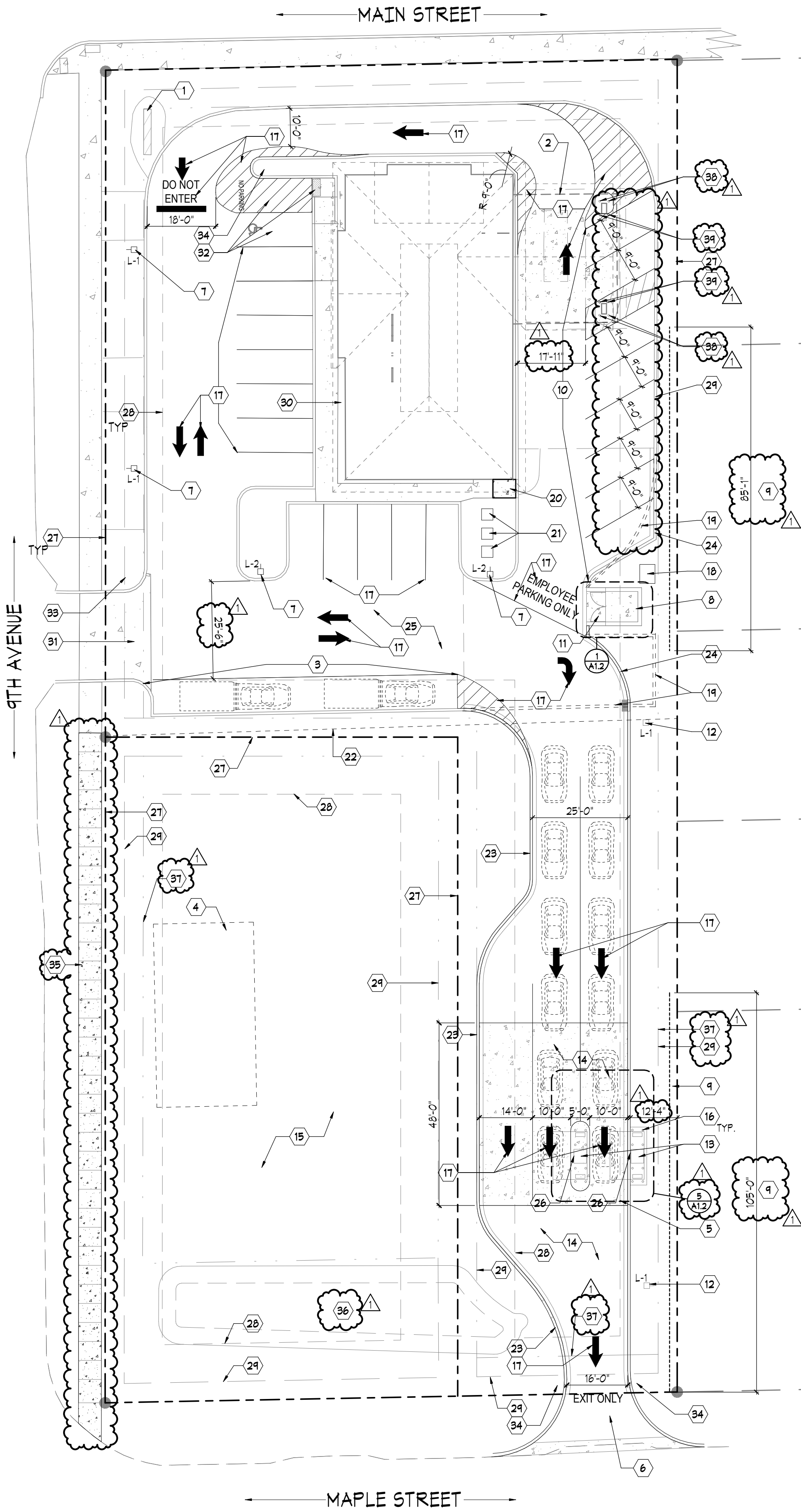
BANK REQ'D PROVIDED
5 PER LANE 6 PER LANE



3 PYLON SIGN
A1.1 3/16" = 1'-0"



2 DRIVE-UP ISLAND DETAIL
A1.1 1" = 1'-0"



1 SITE PLAN
A1.1 1" = 20'-0"



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PROJECT

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ISSUED SET BID SET 07/18/24

REVISIONS

DATE NO
07/18/24 1 BID SET

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

SEAN C. RABOIN

47337 07/18/24
Reg No. Date

SITE PLAN

Drawn By: NTO Checked By: KPP

A1.1

241106
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1. CONTACT ARCHITECT IMMEDIATELY IF CONFLICTS ARISE w/ INSTALLATION OF ACCESSORIES & EQUIPMENT. NO CHANGES ACCEPTABLE UNLESS SHOWN ON PLAN OR APPROVED BY ARCHITECT.
2. MOUNT FIRE EXTINGUISHER CABINETS @ 5'-0" A.F.F. TO TOP OF CABINET. FINAL LOCATIONS TO BE VERIFIED BY LOCAL FIRE CHIEF.
3. FRAMING CONTRACTOR TO PROVIDE ALL NECESSARY BLOCKING IN WALLS FOR HALL-HUNG ITEMS (CABINETS, SHELVEING, COUNTERTOPS, ... etc.)
4. ALL STUOP SLABS AND APRONS TO BE POURED WITH SIDEWALKS TO MATCH FINISH, TOOLING, & JOINTS
5. ACT CEILING TO BE CENTERED IN EACH TOILET ROOM.
6. ALL MECHANICAL, ELECTRICAL AND PLUMBING BY DESIGN BUILD CONTRACTOR.
7. ALL GYPSUM BOARD SHALL BE TAPED, SANDED AND READY FOR PAINT LEVEL 5 FINISH.
8. ALL ROOMS WITH-IN SCOPE OF WORK SHALL BE PAINTED, SEE ROOM FINISH SCHEDULE FOR MORE INFORMATION.
9. INTERIOR PARTITIONS SHALL BE 3-5/8" STL. STDS @ 16" O.C. w/ 5/8" GYP. BD. ON EA. SIDE EXTENDED 4' ABOVE CEILING-UNLESS NOTED OTHERWISE.
10. CARPET, CARPET BASE, CERAMIC TILE, RESILIENT FLOORING, VINYL BASE, GRANITE, AND VINYL WALL COVERING ARE TO BE COORDINATED WITH GENERAL CONTRACTOR INTERIOR DESIGNER & RESPECTIVE SUBCONTRACTORS FOR SCHEDULING.
11. INSTALL NEW WINDOW COVERINGS OVER ALL WINDOWS, CONTRACTOR COORDINATE WORK WITH OWNERS VENDOR.

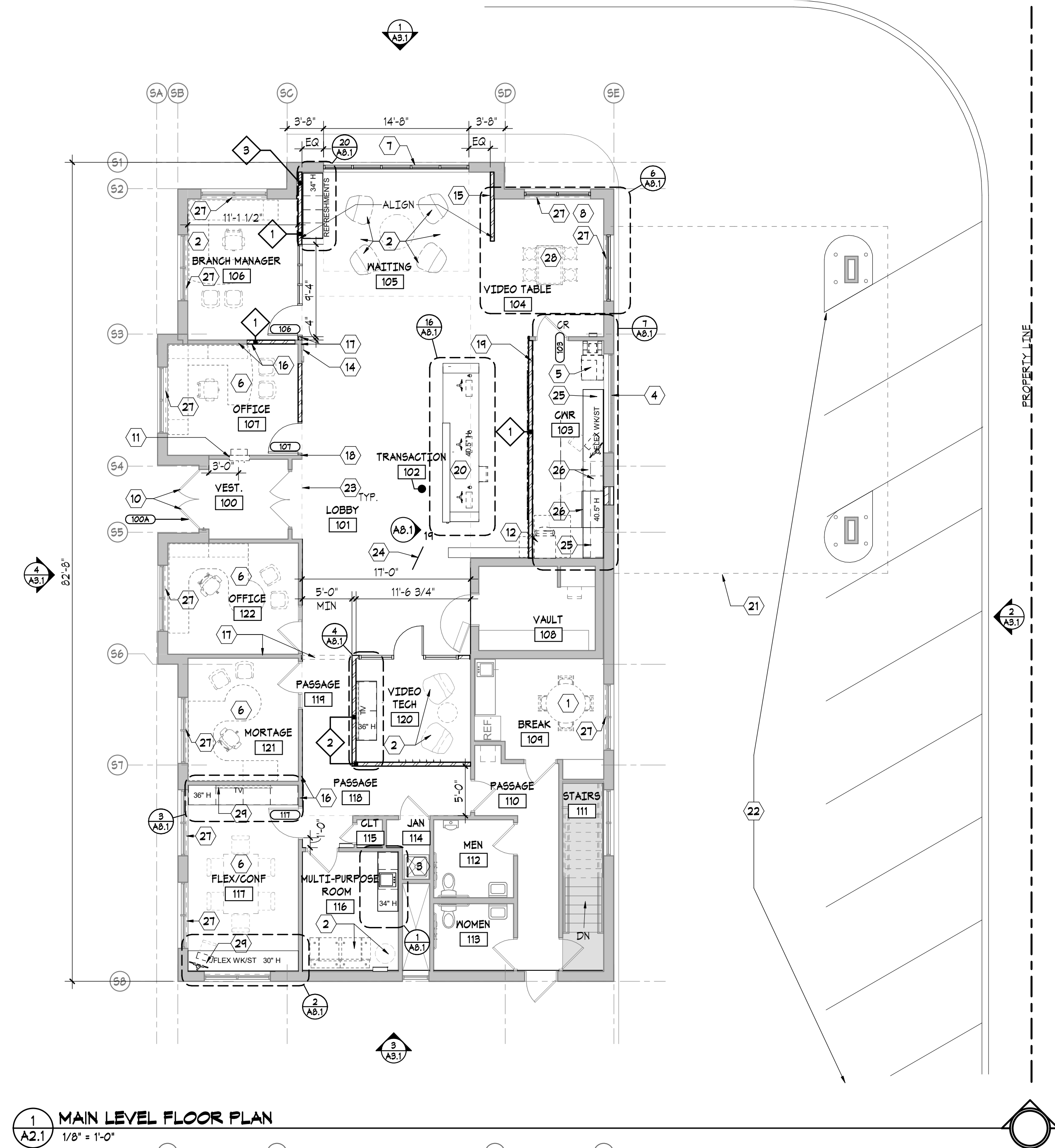
MAIN LEVEL ROOM FINISH SCHEDULE						
NUMBER	NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	NOTES
100	VEST.	CPT-1	VB-1	P1	ACT-1	NEW DROP
101	LOBBY	T-1	VB-1	PT-1	VB-1	
102	TRANSACTION	T-1	TB-1	PT-1/PT-2	GYP BD	
103	CNR	CPT-2	VB-1	P-1	ACT-1	
104	VIDEO TABLE	CPT-1	VB-1	PT-1	GYP BD	
105	WAITING	CPT-1	VB-1	PT-1	GYP BD	
106	BRANCH MANAGER	CPT-2	VB-1	P1	ACT-1	NEW ROOM
108	VAULT	CPT-2	VB-1	P-1	ACT-1	
109	BREAK	T4	VB-1	P-1	ACT-1	
110	PASSAGE	-	-	PT-1	ACT-1	
111	STAIRS	-	-	-	-	
112	MEN	T4	TB-1	T4 / T5 / P2	P4	
113	WOMEN	T4	TB-1	T4 / T5 / P2	P4	
114	JAN	-	-	-	-	
115	CLT	-	-	-	-	
116	MULTI-PURPOSE ROOM	T4	VB-1	P1	ACT-1	
117	FLEX/CONF	CPT-2	VB-1	P1	ACT-1	
118	PASSAGE	CPT-1	VB-1	PT-1	ACT-1	
119	PASSAGE	CPT-1	VB-1	PT-1	ACT-1	
120	VIDEO TECH	CPT-2	VB-1	P1	ACT-1	NEW ROOM
121	MORTAGE	CPT-2	VB-1	P1	ACT-1	
122	OFFICE	CPT-2	VB-1	P1	ACT-1	

MAIN LEVEL DOOR SCHEDULE								
DOOR#	DOOR SIZE	DOOR		FRAME		RATE	HARDWARE GROUP	NOTES
		MATL	TYPE	MATL	TYPE			
100A	3'-0"x7'-10"x1 3/4"	EX		EX				2
103	3'-0"x7'-0"x1 3/4"	EX		EX				1.
106	3'-0"x7'-0"x1 3/4"	WD		WD				
107	3'-0"x7'-0"x1 3/4"	WD		WD				
117	3'-0"x7'-0"x1 3/4"	WD		WD				

1. ELECTRIC STRIKE (BY G.C.) & CARD READER/FOB (DEVICE BY OTHER)
2. REPLACE DOOR HARDWARE AND LOCKSET

- 1 EXISTING FURNITURE - (N.I.C)
- 2 FURNITURE BY OWNER, CONTRACTOR TO INSTALL, COORDINATE POWER/DATA AS REQUIRED - COORDINATE W/ DESIGN-BUILD ELEC
- 3 EXISTING MOP SINK, TO REMAIN IN PLACE
- 4 NEW VINYL WINDOW GRAPHIC BY SIGNAGE VENDOR. SEE ELEVATIONS.
- 5 PRINTER/COPY BY OWNER, G.C. TO COORDINATE POWER REQUIREMENTS, COORD W/ DESIGN-BUILD ELEC.
- 6 REINSTALL REFURBISHED OFFICE DESK TO ORIGINAL OFFICE LOCATION, G.C. TO COORDINATE POWER/DATA - COORD W/ DESIGN-BUILD ELEC.
- 7 NEW VINYL WINDOW GRAPHIC BY SIGNAGE VENDOR. SEE ELEVATIONS. G.C. TO INSTALL NEW TINTED GLAZING
- 8 INSTALL REFURBISHED TV TABLE (BY OWNER), CONTRACTOR TO COORDINATE POWER AND DATA AS REQUIRED
- 9 NOT USED
- 10 INSTALL NEW DOOR HARDWARE AND LOCKSET
- 11 NEW LETTER DROP (BY OWNER'S VENDOR)
- 12 COIN COUNTER, COORDINATE LOCATION WITH OWNER (BY OWNER'S VENDOR)
- 13 NOT USED
- 14 REGULATORY SIGNAGE BY OWNER
- 15 MONITOR FOR DIGITAL SIGNAGE
- 16 PATCH AND REPAIR TO MATCH EXISTING WALL
- 17 ALIGN NEW MALL TO EXISTING MALL
- 18 HOLD DOOR TO FRAMING
- 19 FEATURE WALL W/ LARGE SIGNAGE, G.C. TO COORDINATE WITH SIGNAGE VENDOR
- 20 TRANSACTION POD, G.C. TO COORDINATE POWER AND DATA AS REQUIRED
- 21 EXISTING CANOPY, TO REMAIN AND PROTECT IN PLACE, TYPICAL.
- 22 EMPLOYEE ONLY PARKING
- 23 LINE INDICATES EXTENT OF VAULTED CEILING ABOVE
- 24 FREESTANDING DIGITAL MARKETING BOARD. G.C. TO COORDINATE POWER AND DATA
- 25 CONTRACTOR TO REINSTALL EXISTING CABINET, COORDINATE WITH OWNER
- 26 CONTRACTOR TO REINSTALL EXISTING FINANCIAL EQUIPMENT
- 27 CONTRACTOR TO INSTALL WINDOW COVERINGS
- 28 TOUCH SCREEN TV TABLE BY OWNER, CONTRACTOR TO COORDINATE POWER AND DATA
- 29 CONTRACTOR TO PROVIDE POWER AND DATA

EXISTING WALLS. WALLS ARE TYPE X UNLESS NOTED OTHERWISE - SEE DEMO SHEET FOR EXISTING WALL TYPES	5/8" GYP. BD. EA. SIDE 3-5/8" STL. STUDS @ 16" OC. w/ SOUND BATT INSUL. (VFY.) - EXTEND WALLS UP TO DECK	5/8" GYP. BD. EA. SIDE 3-5/8" STL. STUDS @ 16" OC. w/ SOUND BATT INSUL. (VFY.) - EXTEND WALLS UP TO 8'-6"	FURRED WALL: 5/8" GYP. BD. ON 3-5/8" STL. STUDS @ 16" OC. w/ SOUND BATT INSUL. (VFY.) - EXTEND WALLS 4" ABOVE CEILING



44'-0"

21'-10"

19'-6 1/2"

MEG. 120

CORR. 122

MEG. 121

NO WORK PROPOSED

UP

SB SC SD SE

ST SB

A2.1 $1/8'' = 1'-0''$



1010 Mainstreet, Suite 100
Hopkins, MN 55343
Tel: 952.278.8880

**MEMBERS
COOPERATIVE
CREDIT UNION**

38807 9TH AVE,
NORTH BRANCH, MN

REVISIONS

DATE NC

Checked By: KPP

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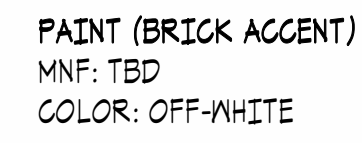
A2.1

1. REFINISH ALL EIFS SURFACES
2. REPLACE ALL SOFFITS, EAVES, ROOF GUTTERS, FASCIA, DOWNSPOUTS, AND ASSOCIATED ROOF SOFFIT COMPONENTS

EXISTING MATERIALS

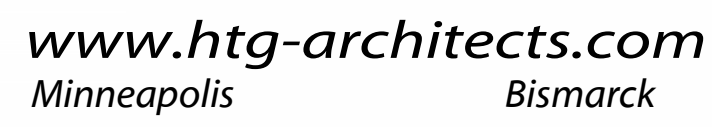
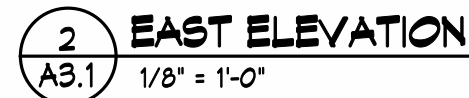


PAINT (EIFS SIDING ACCENT)
MNF: TBD
COLOR: CHARCOAL GRAY



METAL
MNF: TBD
COLOR: CHARCOAL GRAY
LOCATION: ALL NEW SOFFITS, EAVES, ROOF GUTTERS,
FASCIA, AND DOWNSPOUTS,

- (A) EXISTING BRICK SIDING
TO REMAIN AND PROTECT IN PLACE
- (B) SELECTIVELY PAINT EXISTING BRICK (OFF WHITE)
- (C) PAINT EXISTING EIFS (CHARCOAL GRAY)
- (D) EXISTING STONE SIDING
TO REMAIN AND PROTECT IN PLACE
- (E) SIGNAGE - BY OWNER
VERIFY LOCATION WITH OWNER
- (F) NEW SOFFIT, EAVES, ROOF GUTTERS, FASCIA, DOWNSPOUT
- (G) PAINT EXISTING EIFS ABOVE WINDOWS - ORANGE
- (H) EXISTING ASPHALT SHINGLE ROOF
TO REMAIN AND PROTECT IN PLACE
- (J) NEW WALL MOUNTED LIGHTING,
MATCH EXISTING MOUNTING HEIGHTS
COORDINATE WITH ELEC DESIGN BUILD
- (K) VINYL WINDOW GRAPHIC BY OWNER
- (L) PAINT EXISTING LOUVERS - CHARCOAL GRAY
- (M) PRIVACY FILM



PROJECT

REMODEL

38807 9TH AVE,
NORTH BRANCH, MN

ISSUED SET SITE SUBMITTAL 6/5/2024

REVISIONS

DATE	NO
------	----

[illegible]

EXTERIOR ELEVATIONS

Checked By: KPP

241106
COPYRIGHT © HTG ARCHITECTS

1. WHERE NOTED AND DASHED IN REMOVE EXISTING WALLS, DOORS, FRAMES, CEILING AND FINISH MATERIALS ONLY AS REQUIRED. CUT AND PATCH TO MATCH EXISTING
2. DEMOLITION LOWER LEVEL FLOOR PLAN. IS FOR CONTRACTORS REFERENCE ONLY. THERE IS NO WORK IN THE LOWER LEVEL. THE EXISTING MECHANICAL SYSTEM IS TO REMAIN AND PROTECT IN PLACE.
3. REMOVE EXISTING OUTLETS, GRILLES, SWITCHES, ETC.
4. STRIP EXISTING WALL FINISHES, COVERINGS, AND VINYL WALL COVERINGS. PREP. ALL WALLS TO ACCEPT NEW FINISHES. APPLY SKIM COATING AS REQD FOR LEVEL 5 FINISH, TYP.
5. WHERE EXISTING OPENING ARE REMOVED IN INTERIOR WALL, INFILL OPENING WITH 5/8" GYP. BD. ON EACH SIDE OF STEEL STUD FRAMING TO MATCH EXISTING WALL CONSTRUCTION. FIELD VERIFY.
6. G.C. TO FIELD VERIFY ALL ELECTRICAL OUTLET LOCATIONS BEFORE DEMOLITION AND REUSE OUTLETS WHERE POSSIBLE
7. BROOM CLEAN ALL AREAS AFFECTED BY DEMOLITION AND CONSTRUCTION BEFORE LEAVING JOB SITE EACH DAY. CLEAN ALL WINDOW GLASS OF DUST AND DEBRIS BEFORE JOB IS COMPLETE. TYPICAL.
8. REMOVE AND REPLACE ANY DAMAGE GYPSUM BOARD ON EXTERIOR WALLS. PATCH TO MATCH RIGID INSULATION AND VAPOR BARRIER AS REQD. FIELD VRY ALL LOCATIONS.
9. WHERE NEW WALLS ARE TO BE INSTALLED. PREP. WALLS TO RECEIVE LEVEL #5 FINISH, AND TO RECEIVE PAINT FINISH.
10. EXISTING ROOF TO REMAIN - PATCH AND REPAIR AS NEEDED.
11. KEEP EXISTING RESTROOM FIXTURES
12. NO WORK IN STAIRWELL OR BASEMENT
13. PREP STORAGE 106 FOR NEW PLUMBING AND CASEWORK
14. MEP SYSTEMS ARE DESIGN-BUILD BY CONTRACTOR
15. ALL CASEWORK AND FURNITURE REMOVAL BY OWNER
16. ALL EXISTING WINDOW COVERINGS TO BE REMOVED AND REPLACED.

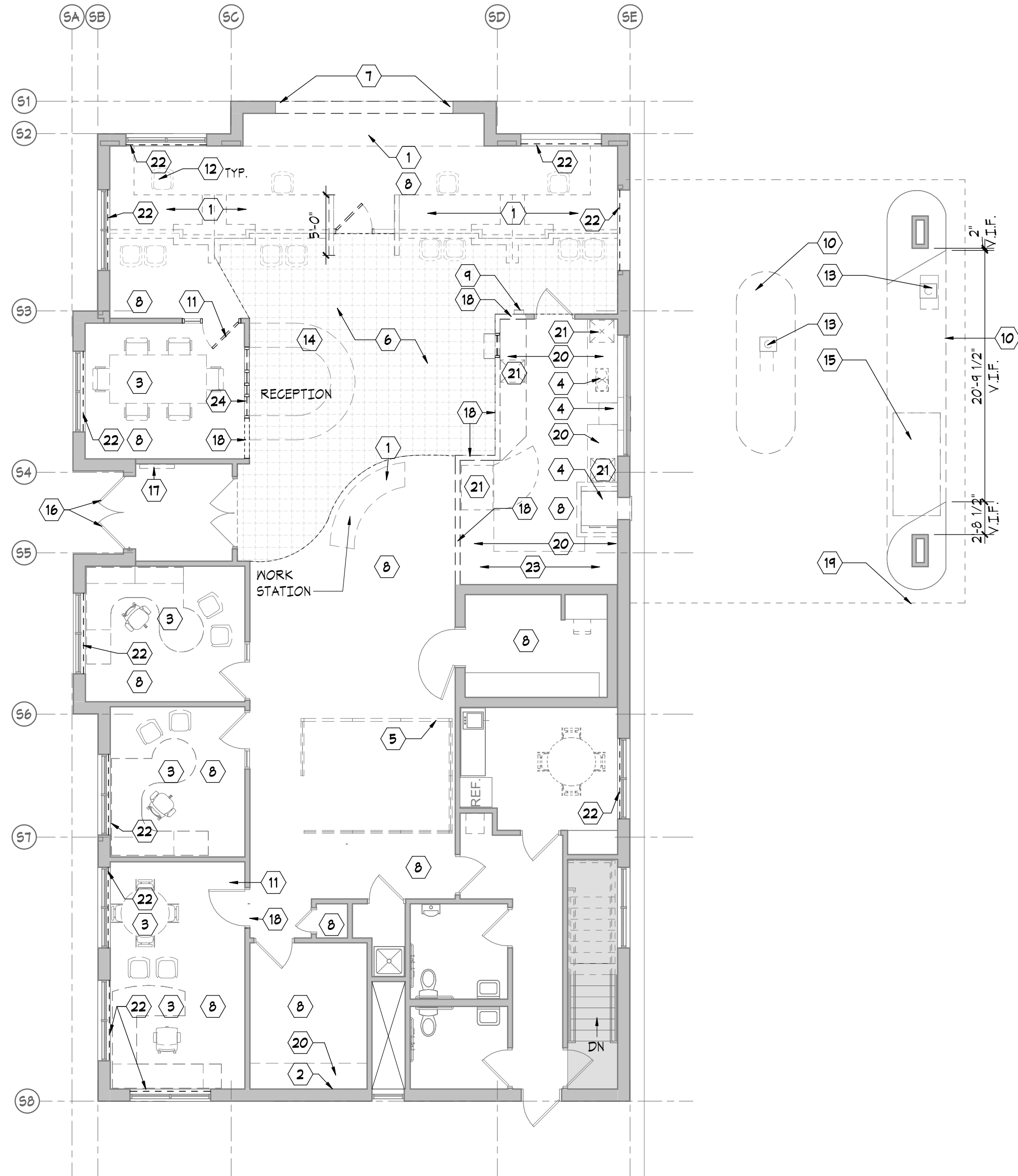
- 1 EXISTING COUNTER TOP AND CASEWORK, AND TELLER LINE ALREADY REMOVED BY OWNER, S.C. TO TO PATCH AND REPAIR AS REQUIRED
- 2 REMOVE EXISTING, ELEC CONNECTIONS AND MISC. ITEMS, PREPARE WALLS FOR NEW FINISH AS REQUIRED
- 3 EXISTING FURNITURE, TO BE REMOVED, CLEANED, AND REFURBISHED BY OWNER (N.I.C)
- 4 REMOVE EXISTING FINANCE EQUIPMENT, PRESERVE EXISTING MALL, AND PERPARE EXTERIOR SIDING FOR INFILL
- 5 REMOVE EXISTING OFFICE CUBICAL SYSTEM - BY OWNER (N.I.C)
- 6 REMOVE EXISTING TILE FLOORING AND BASE, SCRAPE FLOORING CLEAN, PATCH AND REPAIR ANY CRACKS ON UNEVEN PORTIONS, PREP FOR NEW FLOORING, PATCH AND REPAIR ANY DAMAGE TO REMAINING WALLS
- 7 REMOVE EXISTING GLAZING AND SPANDREL GLAZING ONLY, WINDOW FRAME TO REMAIN. PREPARE WINDOW FOR NEW EXTERIOR GLAZING.
- 8 REMOVE EXISTING FLOORING AND WALL BASE, PATCH AND REPAIR AS REQUIRED, PREPARE FOR INSTALLATION OF NEW
- 9 REMOVE AND RELOCATE EXISTING FIRE EXTINGUISHER SALVAGE AND TURN OVER TO OWNER FOR RE-USE, VFY
- 10 REMOVE PORTION OF EXISTING CONCRETE CURB AS INDICATED. PREPARE SURFACE FOR NEW
- 11 REMOVE EXISTING DOOR, FRAME, LITE, AND HARDWARE COMPLETE
- 12 REMOVE EXISTING FURNITURE, TYPICAL - BY OWNER (N.I.C)
- 13 REMOVE EXISTING PNEUMATIC TUBES
- 14 REMOVE EXISTING RECEPTION DESK - BY OWNER (N.I.C)
- 15 REMOVE EXISTING ATM, S.C. TO COORDINATE THE REMOVAL OF POWER WITH DESIGN-BUILD ELEC.
- 16 EXISTING DOOR AND FRAME TO REMAIN, REMOVE EXISTING LOCKSET AND DOORHARDWEAR, CLEAN DOOR AND FRAME PREPARE FOR INSTALLATION OF NEW LOCKSET
- 17 REMOVE AND SALVAGE BULLETIN BOARD, RETURN TO OWNER FOR REINSTALLATION
- 18 REMOVE PORTION OF EXISTING WALL FOR RELOCATED OFFICE FRONT. PATCH AS REQUIRED
- 19 EXISTING CANOPY, TO REMAIN AND PROTECT IN PLACE, TYPICAL.
- 20 REMOVE EXISTING COUNTERTOP
- 21 REMOVE EXISTING FINANCIAL EQUIPMENT, SALVAGE FOR REINSTALLATION - BY OWNER (N.I.C)
- 22 SALVAGE EXISTING WINDOW COVERINGS AND ROLLER SHADES AND REINSTALL
- 23 REMOVE CABINET, SALVAGE AND RETURN TO OWNER.
- 24 REMOVE EXISTING WINDOW AND FRAME AND PORTION OF WALL BELOW

	EXISTING WALL TO REMAIN

-----	EXISTING WALL TO BE REMOVED

EXISTING FLOOR TILE TO BE REMOVED

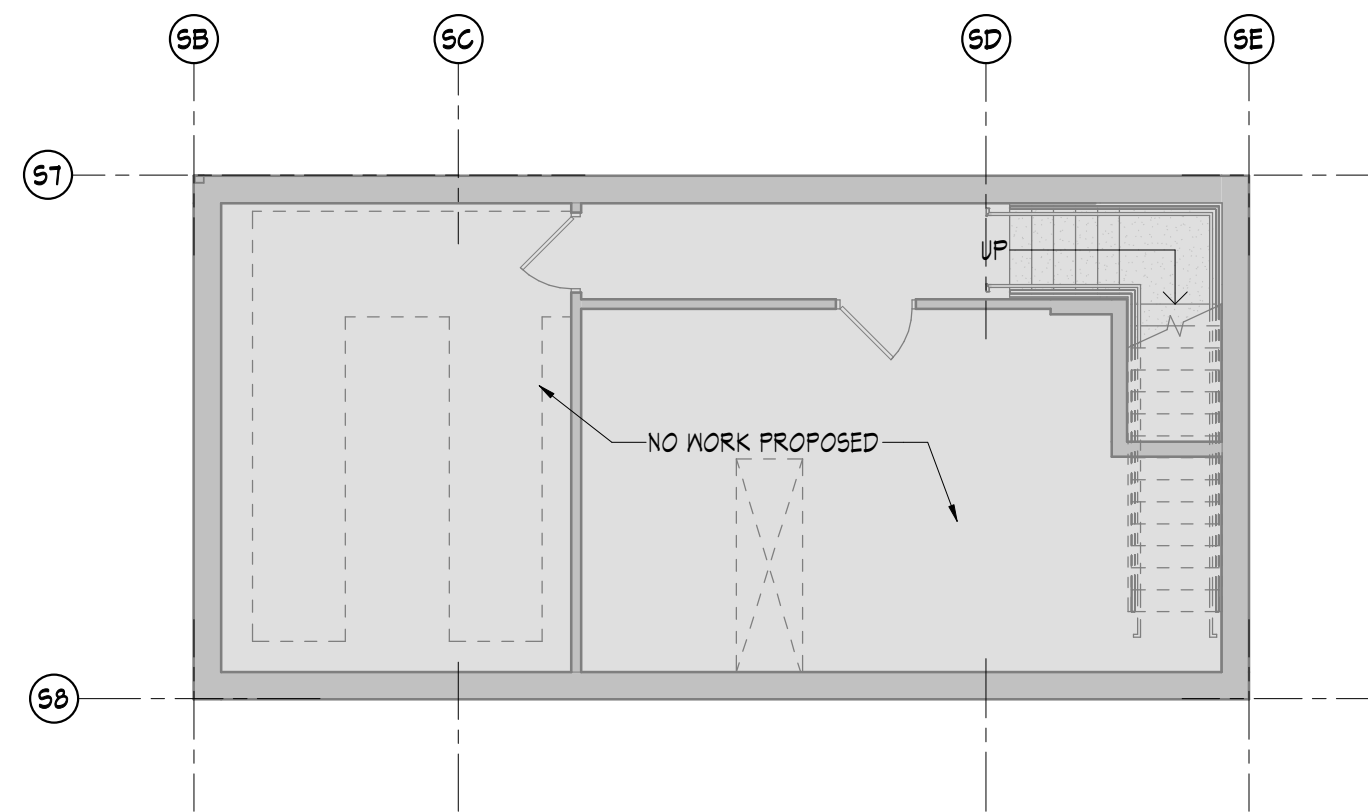
AREA OF NO WORK



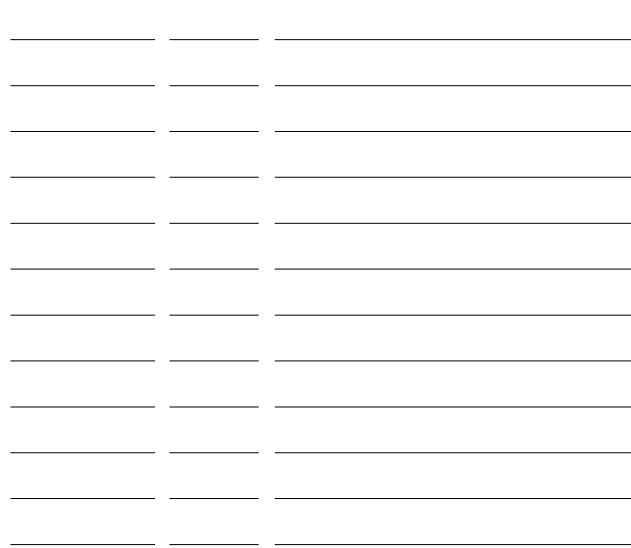
1
D1.1

MAIN LEVEL DEMOLITION PLAN

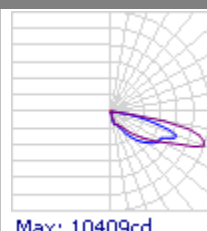
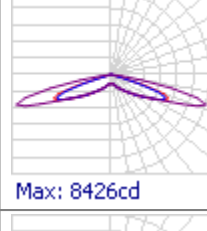
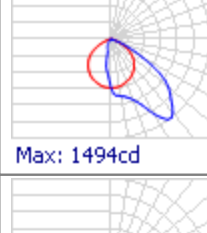
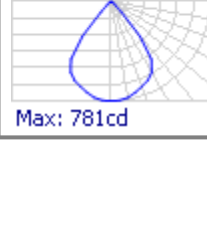
1/8" = 1'-0"



2 LOWER LEVEL DEMOLITION PLAN
D1.1 1/8" = 1'-0"

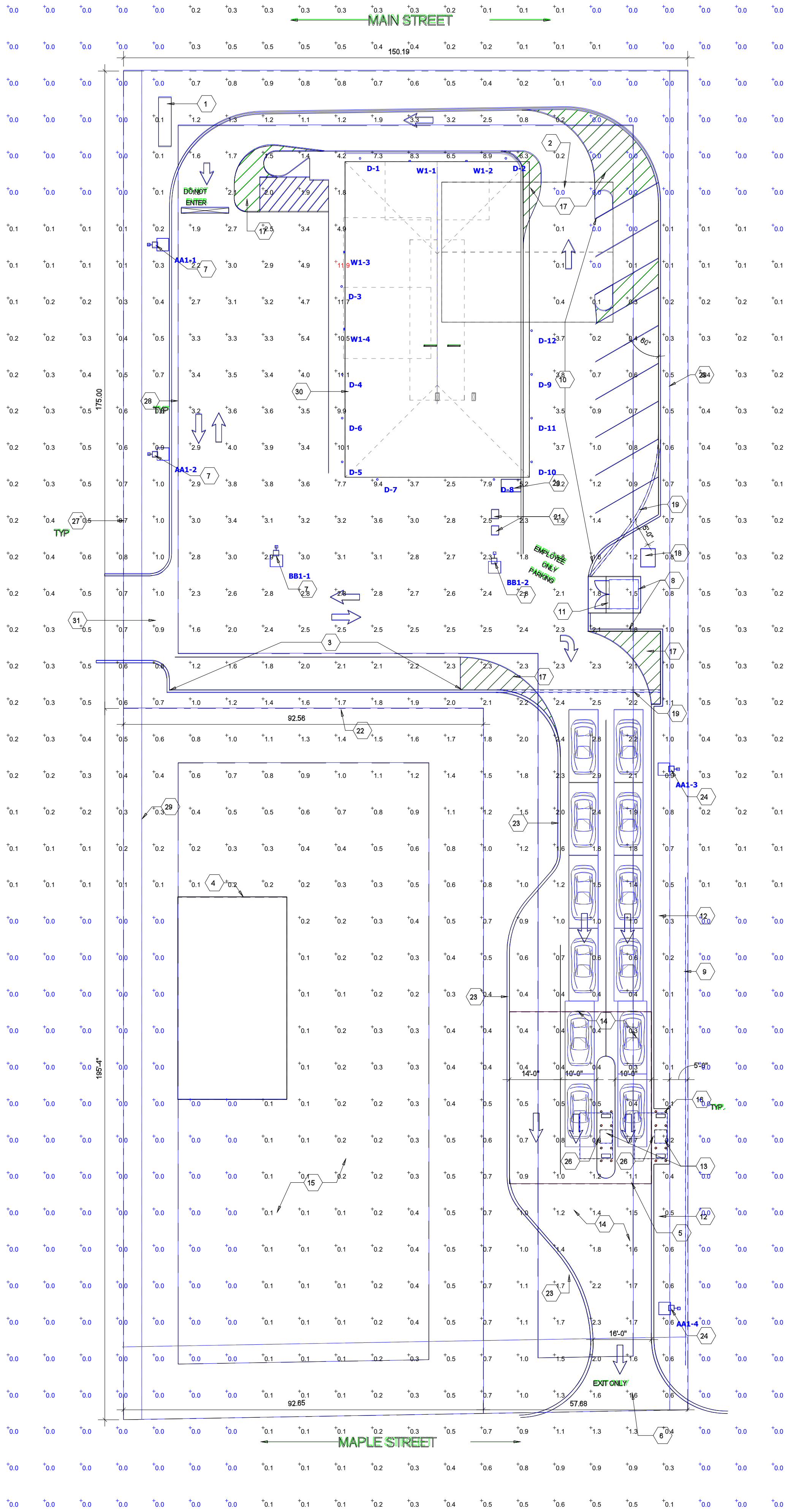


Page 103 of 294

Schedule									
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	AA1	4	Lithonia Lighting	DSX1 LED P4 40K 80CRI BLC4	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control	1	11051	0.9	123.94
	BB1	2	Lithonia Lighting	DSX1 LED P4 40K 80CRI TSM	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 80 CRI Type 5 Medium	1	15361	0.9	123.94
	W1	4	Lithonia Lighting	WDGE1 LED P2 40K 80CRI VW	WDGE1 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT WIDE OPTIC	1	1982	0.9	15.0178
	D	12	Indy	L6 13LM 40K 120 G4 80CRI ZT WPR CSS	INDY L6 RECESSED DOWNLIGHT, 13LM ENGINE, 4000K CCT, 120V, GENERATION 4, 80CRI, 0-10V DIMMING, WIDE PARABOLIC REFLECTOR, CLEAR SEMI-SPECULAR FINISH	1	1073	0.9	11.74
									
Max: 10409cd									
									
Max: 8426cd									
									
Max: 1494cd									
									
Max: 781cd									

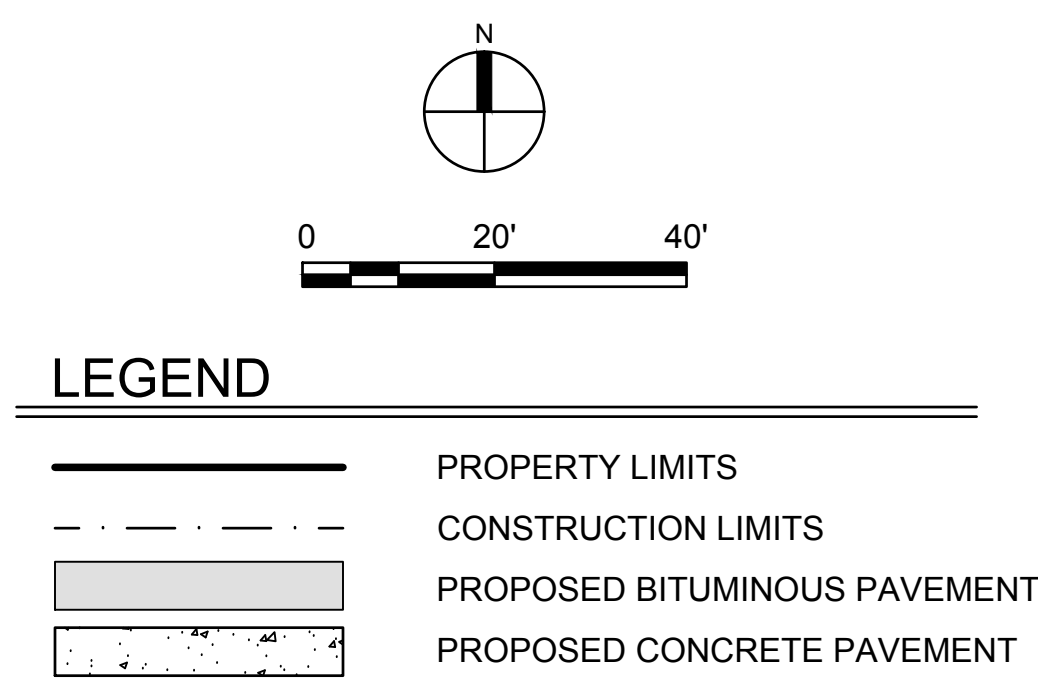
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Total Area Calculated @ Grade	+	0.9 fc	11.9 fc	0.0 fc	N/A	N/A

Note
1. Davis and Associates, Inc does not assume responsibility for the interpretation of this calculation, or compliance to local or state lighting codes and ordinances.
2. All readings/calculations are shown @ grade.
3. Fixtures are 25' 0" A.F.G.



1 SITE PLAN
A1.1 1" = 20'-0"

Plan View
Scale - 1" = 20ft



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Minneapolis Bismarck

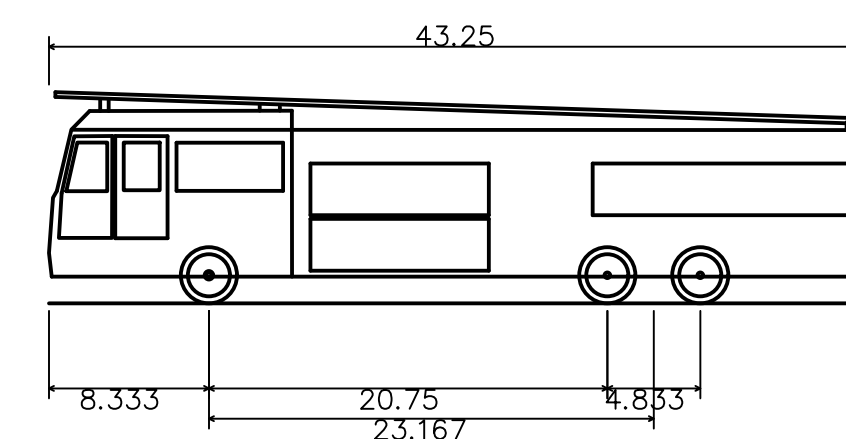
1010 Mainstreet, Suite 100
Hopkins, MN. 55343
Tel: 952.278.8880

PROJECT

**MEMBERS COOPERATIVE
CREDIT UNION**

REMODEL

38807 9TH AVE,
NORTH BRANCH, MN



E-ONE Heavy Walk-In Rescue
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Max Wheel Angle

43.250ft
8.333ft
11.000ft
1.393ft
8.333ft
6.00s
45.00°

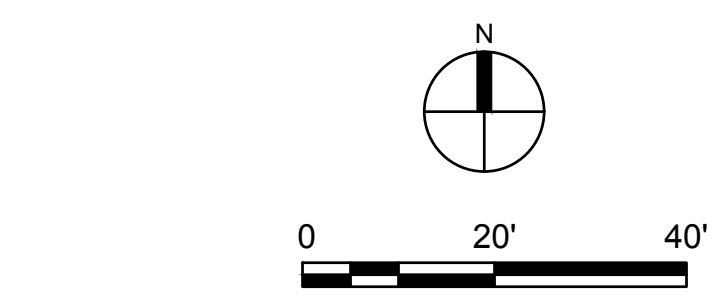
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13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

TURNING RADIUS
EXHIBIT -
EMERGENCY
VEHICLE

DRAWN BY: SL CHECKED BY: BF

B1





Prepared By:
Ragini Varma, City Clerk / IT Director
Presenter: Ragini Varma, City Clerk / IT Director
Date: 08/09/2024

Board & Commission: City Council

Subject: Approve the LG230 Conduct Off-Site Gambling Permit - Stacy Lions Club

Background Information:

Stacy Lions Club, will be doing a Pull-Tabs event within the City limits. They will be holding the event at North Branch American Legion Club located at A1 Tire Service, Inc. 5550 Athens Trail on September 21, 2024. The clerk's office signs off on the application before they can send it to the Minnesota Alcohol & Gambling Enforcement office so that they can be issued a permit to carry out such an event as requested. Most of these applications need to be submitted to the Minnesota Gambling Control Board a few months in advance for the state to process it.

Staff Recommendation and Requested City Council Action:

Staff recommends council approval of this application for submission to the Minnesota Gambling Control Board by Stacy Lions Club.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/09/2024

Board & Commission: City Council

Subject: Resolution R-75-2024 - Amending the 2018 Comprehensive Land Use Map at 41499 Forest Blvd

Overview / Background

The Construction Laborers' Education, Apprenticeship and Training Fund of Minnesota and North Dakota (Applicant) has applied for a comprehensive plan map amendment and rezoning of 41499 Forest Blvd (PID: 11.00058.00) to Industrial and General Industrial, respectively. The subject property is located in the northern area of the city on the east side of Forest Blvd at 415th Street. The property currently has split guiding and zoning between industrial and rural residential, so the request is for the whole property to be zoned and guided industrial.

The Applicant would like to use the property as a training facility offering construction, environmental and safety skills courses. The courses would be offered approximately 10-12 weeks of the year, primarily during the Spring and Fall. Students will be able to practice skills such as pipe laying and excavation, structural concrete building, wind tower production, clean energy, solar installation, commercial driver's license, etc. This kind of facility currently is not an allowed use in the City, so the applicant is requesting to amend the City Code to allow this use as a conditional use in the industrial zoning districts.

Requests to Consider

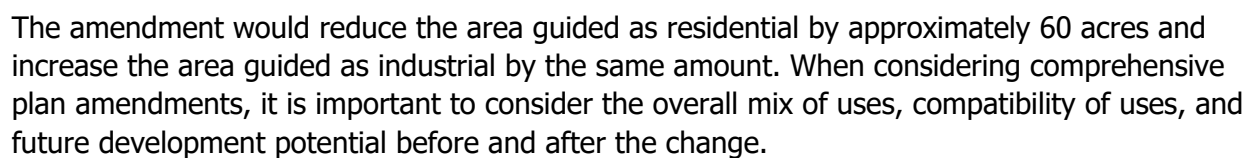
1. Land Use and Zoning
2. Ordinance Amendment

Analysis of Requests

1. Land Use & Zoning

The Subject Property currently has a mix of land use classifications: Industrial and Rural Residential, per the 2018 Comprehensive Plan. The corresponding zoning is: I2-Heavy Industrial and RR-Rural Residential. The property is currently used as agricultural.

Zoning Map Excerpt



When guiding property in a Comprehensive Plan the overall mix of land uses is considered to reflect market capacity. The City does not want to have more of any particular land use type than what 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.

In this case, North Branch does have a large amount of industrial land that is currently vacant. However, the proposed use of the property is not a classic "industrial" use that competes with the other industrial parks within the community. Industrially guided land is typically limited due to employment in the area, traffic capacity, and physical impact to the community. The proposed facility does not compete for employees in the City, and it could be seen as a positive for employment by providing training for other employers. The traffic impact is anticipated to be minimal with class sizes of about 16 students and operation in 10-12 weeks out of the year. The facility will have a notable physical impact in the community, but it is compatible with other industrial uses in the area.

Compatibility of Uses

The proposed change in land use could reduce existing conflicts between land uses in the current comprehensive plan and zoning map. The existing parcel does not have a natural boundary or planned roadway that would divide the industrial and rural residential area. If development were to occur as guided, the only separation between the industrial and residential properties would be setback requirements and screening.

The expansion of industrial land could create a conflict with existing residential properties to the southeast. However, these properties have a dense, existing treeline that would help to separate the uses. Additional screening may be needed during the site plan review.



Development Potential

The development potential of surrounding properties is moderately impacted by the proposed amendment. An existing roadway easement exists on the northern edge of the subject property, so roadway access for future residential development would likely use this easement. Using this access with the current land use and zoning, the residential development would drive through two industrial properties along Forest Blvd to access the residential area to the northeast. The subject parcel has a treeline that starts on the western edge of the residential area and extends to the eastern edge of the parcel. This treeline is not intended to be altered in the concept plan provided, and it would provide screening and separation for any new residential development to the north.

2. Ordinance Amendment

Given the uniqueness of this facility, it is not listed in the use table in Section 66-6 of the City Code. The applicant is requesting to add the use of a "vocational training facility" as a conditional use in the I1 and I2 zoning districts. The applicant has also provided a proposed definition that corresponds with the use for future clarity. It is a zoning code best practice to have a definition that corresponds to each use; this helps to ensure consistent interpretation when implementing the code.

Proposed Definition for Section 66-8 :

Vocational Training Facility. An educational institution or program, which may also be referred to as a trade school, career center, or technical school, that provides education designed to teach and provide students the practical skills and training needed for a specific trade or occupation. This use includes incidental activities needed for instruction such as exterior storage, earthwork, construction, laydown yard, etc.

A vocational training facility is compatible with other permitted and conditional uses in the I-1 and I-2 districts. The facility aligns with the description of industrial uses in the comprehensive plan, and it is not anticipated to generate traffic concerns over and above what is expected in an industrial district.

The proposed use of the property is unique, and staff agrees that it makes sense for this to be a conditional use. This would allow the City to set specific standards for the facility and take action if the standards are not met.

Planning Commission Review

On July 22, the Planning Commission reviewed the application, held a public hearing, and discussed the application related to the general health, safety, and welfare of the community. During the public hearing, multiple surrounding property owners spoke and expressed concerns about noise and air pollution, reduced property values, and general compatibility between industrial and residential uses. One resident submitted written testimony prior to the meeting, and they expressed similar concerns to that shared during the public hearing. The existing property owner of the parcel also spoke during the public hearing to voice support of the

project. The applicant was present at the meeting and shared how they plan to mitigate the impact of the use on the surrounding properties. The applicant discussed the frequency of different kinds of classes, the time of year, and class sizes. After taking these items into account and discussing amendments, the Planning Commission unanimously recommended approval of the project subject to conditions and findings of fact as presented by Staff.

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 concurrent and future approval of the related land use and zoning requests pertaining to the development.

Zoning Map Amendment

Findings of Fact

1. The proposed rezoning is consistent with the City's Comprehensive Plan as amended and is compatible with present and future land uses of the area.

Conditions of approval

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

Ordinance Amendment

Findings of Fact

1. The proposed amendment has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.
2. The proposed amendment would allow a use that is compatible with the Comprehensive Plan and the I1 and I2 zoning districts.
3. The proposed amendment will not overburden existing public services or infrastructure.

Conditions of approval

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

Planning Commission Recommendation and Requested Action

There are three recommendations before the City Council to consider in the following order:

1. Motion to approve Resolution R-75-2024 amending the 2018 Comprehensive Plan Land Use Map at 41499 Forest Blvd

2. Motion to approve Ordinance 378-24 amending the official zoning map of the City of North Branch
3. Motion to approve Ordinance 379-24 amending the zoning code to define and allow vocational training facilities as a conditional use in the I and I-2 Districts

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-75-2024

RESOLUTION APPROVING AN AMENDMENT TO THE 2018 COMPREHENSIVE PLAN LAND USE MAP AT 41499 FOREST BLVD

WHEREAS, on October 23, 2018, the City Council approved Resolution No. 068-18-CC, adopting the 2018 Comprehensive Plan ("2018 Plan") for the City of North Branch as allowed by Minnesota Statute §462.355; and,

WHEREAS, the Applicant, Construction Laborers Education, Apprenticeship & Training Fund of Minnesota & North Dakota, has requested a Comprehensive Plan amendment regulate approximately 60 acres of land from Rural Residential to Industrial as depicted in Exhibit A; and,

WHEREAS, the property is intended to be used as a vocational training facility; and,

WHEREAS, the property is locally known as 41499 Forest Blvd; and,

WHEREAS, all adjacent and affected agencies including Chisago County and MnDNR were provided an opportunity to review the proposed amendment and provide comments; and

WHEREAS, on July 22, 2024, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on July 22, 2024, at an official public hearing, the Planning Commission considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and

WHEREAS, on July 22, 2024, the Planning Commission unanimously recommended approval of the requested amendment; and

WHEREAS, on August 15, 2024, the City Council considered the requested 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 NORTH BRANCH CITY COUNCIL OF NORTH BRANCH, MINNESOTA HEREBY APPROVES THE REQUESTED COMPREHENSIVE PLAN AMENDMENT BASED ON 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. 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.

BE IT FURTHER RESOLVED, that approval of the Comprehensive Plan Amendment shall be subject to the following condition:

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

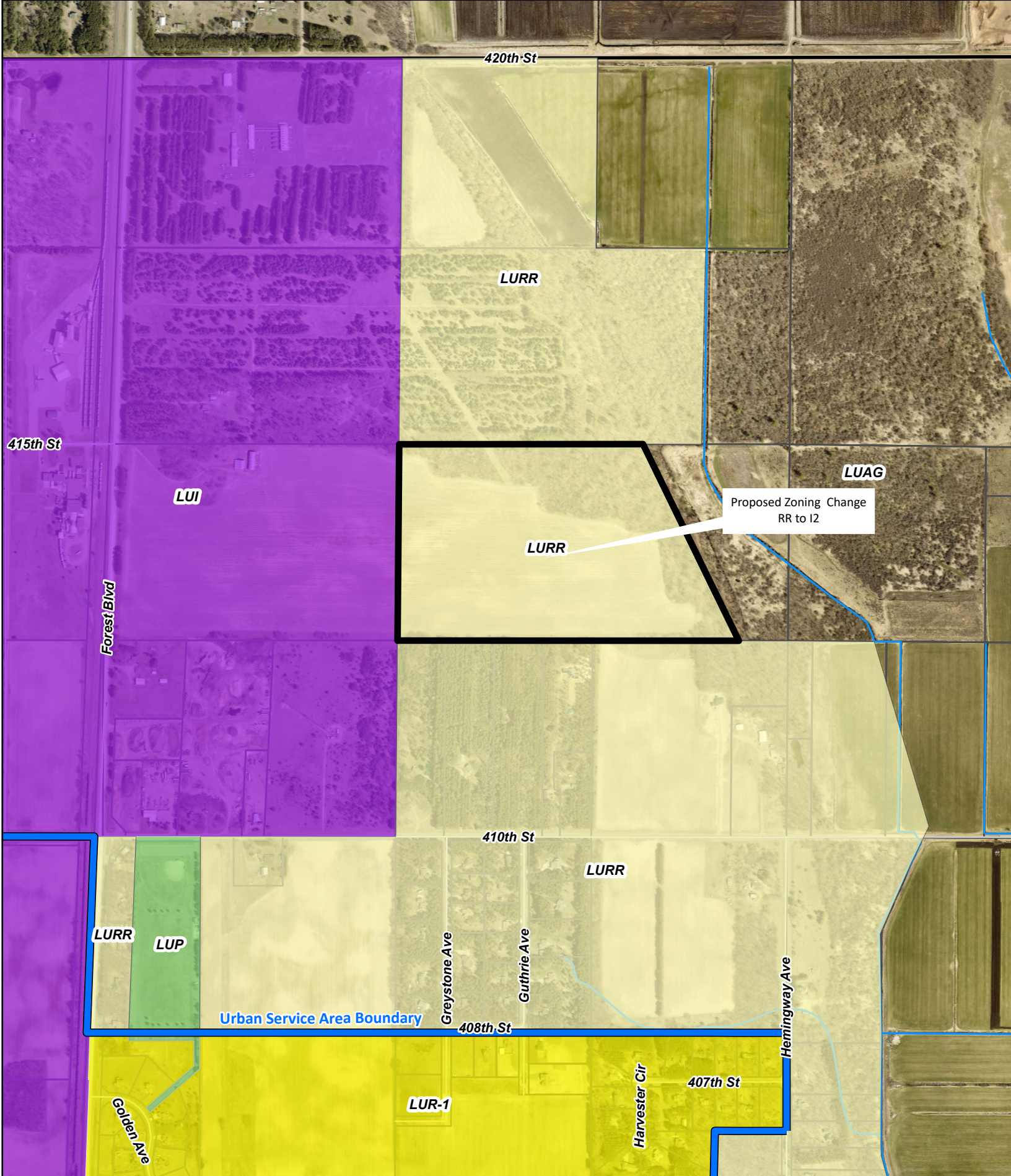


EXHIBIT A

Proposed Comprehensive Landuse Change

LURR Rural Residential to LUI - Industrial

Vocational Training Facility Amendment

The Construction Laborers' Education, Apprenticeship and Training Fund of Minnesota and North Dakota (LTC) is seeking to build a training facility offering construction, environmental and safety skills courses. The courses will be offered approximately 10-12 weeks out of the year, and students will be able to practice skills such as pipe laying and excavation, structural concrete building, wind tower production, clean energy, solar installation, commercial driver's license, hardscape, etc. Training of these skills is critical in today's changing labor market, and this facility will serve as a convenient asset for North Branch residents working in this field.

To support construction of this facility, LTC is requesting the following amendments:

- Text amendment to add a "Vocational Training Facility" to the industrial zoning districts
- Comprehensive Plan Amendment to reguide the property located at 41499 Forest Boulevard (PIN: 11.00058.000) to be guided as Land Use Industrial
- Zoning Map Amendment to rezone the property located at 41499 Forest Boulevard (PIN: 11.00058.000) to be zoned as General Industrial

Text Amendment

LTC is seeking a text amendment to the City's zoning code to allow a "Vocational Training Facility" as a conditional use within the industrial zoning districts. The proposed amendment also includes a definition of the use for future clarity. A vocational training facility is compatible with other permitted and conditional uses in these districts. The facility aligns with the description of industrial uses in the comprehensive plan, and it will not generate traffic concerns over and above what is expected in an industrial district.

Proposed Amendment to 66-6:

PUBLIC, INSTITUTIONAL & CIVIC		
Community & Cultural Facilities	I1	I2
Cemetery, Columbarium, Mausoleum		
Government Building	P	P
Campground		
Park & Playground Facilities	P	P
Recreation Complex, Public (Indoor)	P	P
Recreation Complex, Public (Outdoor)		
Religious Institutions & Assembly		
Religious Institutions & Assembly (Prior to 08/08/2022)		
Transit Facility, Maintenance	C	C
Transit Facility, Commuter Station	C	
Educational Facilities		
School, Elementary, Middle, High (Private/Charter)		
School, Elementary, Middle, High (Public)		
College, Community, Technical & University		
Vocational Training Facility	C	C

Utilities		
Electric Power Substation	P	P
Wind Power Generation	C	C
Solar Power Generation	C	C
Water & Wastewater Treatment Facilities, Wells & Lift Station	P	P

Proposed Amendment to 66-8 Definitions:

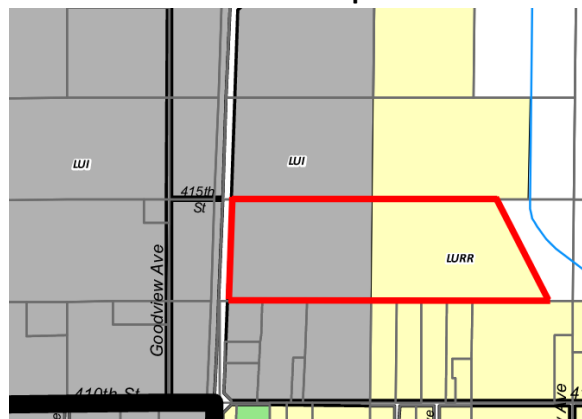
Vocational Training Facility. An educational institution or program, which may also be referred to as a trade school, career center, or technical school, that provides education designed to teach and provide students the practical skills and training needed for a specific trade or occupation. This use includes incidental activities needed for instruction such as exterior storage, earthwork, construction, laydown yard, etc.

Comprehensive Plan and Zoning Amendment

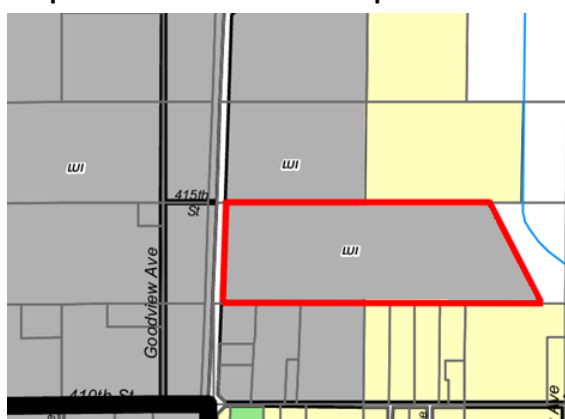
The facility is proposed at 41499 Forest Boulevard (PIN: 11.00058.00). This property is currently used for agricultural purposes with two agricultural buildings on site. The property is guided in the Comprehensive Plan as split between Industrial and Rural Residential. The property's zoning is split between Agricultural and Rural Residential.

LTC is requesting that the entire parcel be reguidd and rezoned to Land Use Industrial and General Industrial (I2), respectively. These amendments are compatible with the surrounding industrial and agricultural uses. The proposed change in use will not adversely impact the City's utility service capacity. The parcel is located outside of the City's Urban Service Area, and this facility does not require access to municipal sewer and water. The amendment also will have minimal traffic impacts, and traffic generated by the proposed use is within the capabilities of streets serving the property. On average, the facility plans to conduct training for approx. 10-12 weeks out of the year with a maximum class size of 16 students.

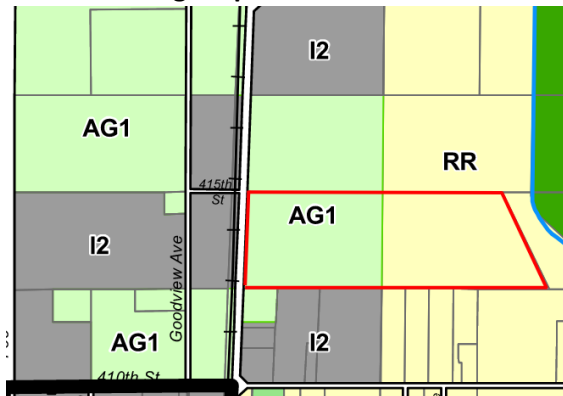
Current Future Land Use Map:



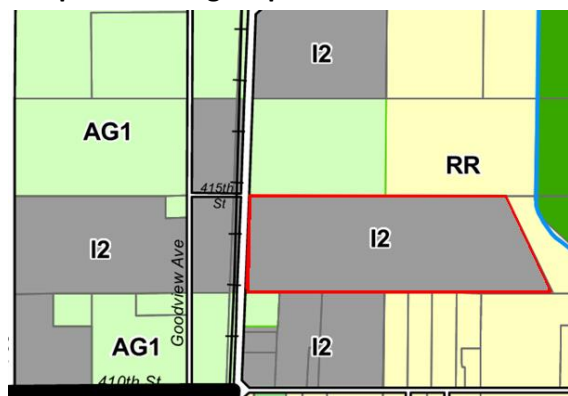
Proposed Future Land Use Map:



Current Zoning Map:



Proposed Zoning Map:



Sec 66-64 Findings Of Fact

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

The applicant's response to the requested findings of fact can be found in italics below.

1. Relationship to the city's comprehensive plan;

The amendment supports the objectives on the comprehensive plan to strengthen the economy of North Branch by providing training opportunities in necessary vocational trades.

2. The geographical area involved;

The parcel to be rezoned and reguided is 41499 Forest Boulevard (PIN: 11.00058.00). This property is currently used for agricultural purposes with two agricultural buildings on site. The property is guided in the Comprehensive Plan as split between Industrial and Rural Residential. The property's zoning is split between Agricultural and Rural Residential. LTC is requesting that the entire parcel be reguided and rezoned to Land Use Industrial and General Industrial (I2), respectively.

3. The character of the surrounding area;

The surrounding parcels are a mix of residential (south), industrial (south and west), and agricultural uses (north and east). This change of use is aligned with the character of the surrounding area. All residentially used parcels are large lots that would have minimal impact from the change in use. The industrially zoned parcels to the southwest are used for excavation and would be a highly capability use with the proposed vocational training facility.



4. The availability and design capacities of existing or proposed utilities;
The proposed change in use will not impact the City's utility service capacity. The parcel is located outside of the City's Urban Service Area, and this facility does not require access to municipal sewer and water.
5. Whether such a request will tend to or actually depreciate the surrounding area;
This change of use is aligned with the character of the surrounding area.
6. Whether the request will place an undue financial burden on the city;
This change of use will not impose additional unreasonable costs on the public.
7. Whether the request will impair an adequate supply of light and air to adjacent property;
This change of use will not result in an impairment of adequate supply of light and air to adjacent properties.
The facility plans to conduct training for approx. 10-12 weeks out of the year. The courses include Solar Panel Installation (2-3 weeks a year), longer run Pipe Laying and Excavating for underground water/sewer work (2-3 weeks a year), Boring, Commercial Driver's License training (1 week a year), Guardrail System installation, Structural Concrete building (2 weeks a year), and Wind Tower production. These activities will result in the subsequent minimal impacts to air quality.
8. Whether the request will unreasonably increase the congestion in the public right-of-way;
The change of use will have minimal traffic impacts, and traffic generated by the proposed use is within the capabilities of streets serving the property. On average, the facility plans to conduct training for approx. 10-12 weeks out of the year with a maximum class size of 16 students.
9. Whether the request will increase the danger of fire or endanger the public safety;
This change of use will not endanger public safety.
10. Whether the request is consistent with the spirit and intent of this division.
This change of use is compatible with surrounding land uses and aligned with the comprehensive plan.



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/09/2024

Board & Commission: City Council

Subject: Ordinance 378-24 amending the official zoning map of the City of North Branch

Overview / Background

The Construction Laborers' Education, Apprenticeship and Training Fund of Minnesota and North Dakota (Applicant) has applied for a comprehensive plan map amendment and rezoning of 41499 Forest Blvd (PID: 11.00058.00) to Industrial and General Industrial, respectively. The subject property is located in the northern area of the city on the east side of Forest Blvd at 415th Street. The property currently has split guiding and zoning between industrial and rural residential, so the request is for the whole property to be zoned and guided industrial.

The applicant would like to use the property as a training facility offering construction, environmental and safety skills courses. The courses will be offered approximately 10–12 weeks of the year, primarily during the Spring and Fall. Students will be able to practice skills such as pipe laying and excavation, structural concrete building, wind tower production, clean energy, solar installation, commercial driver's license, etc. This kind of facility is currently not an allowed use in the City, so the applicant is requesting to amend the City Code to allow this use as a conditional use in the industrial zoning districts.

Zoning Map Amendment

Findings of Fact

1. The proposed rezoning is consistent with the City's Comprehensive Plan as amended and is compatible with present and future land uses of the area.

Conditions of approval

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

Planning Commission recommendation and Requested action

Motion to approve Ordinance 378-24 amending the official zoning map of the City of North Branch

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 378-24

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

THE CITY COUNCIL OF THE CITY OF NORTH BRANCH DOES ORDAIN THAT

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NORTH.

SECTION #1: Rezoning to Industrial

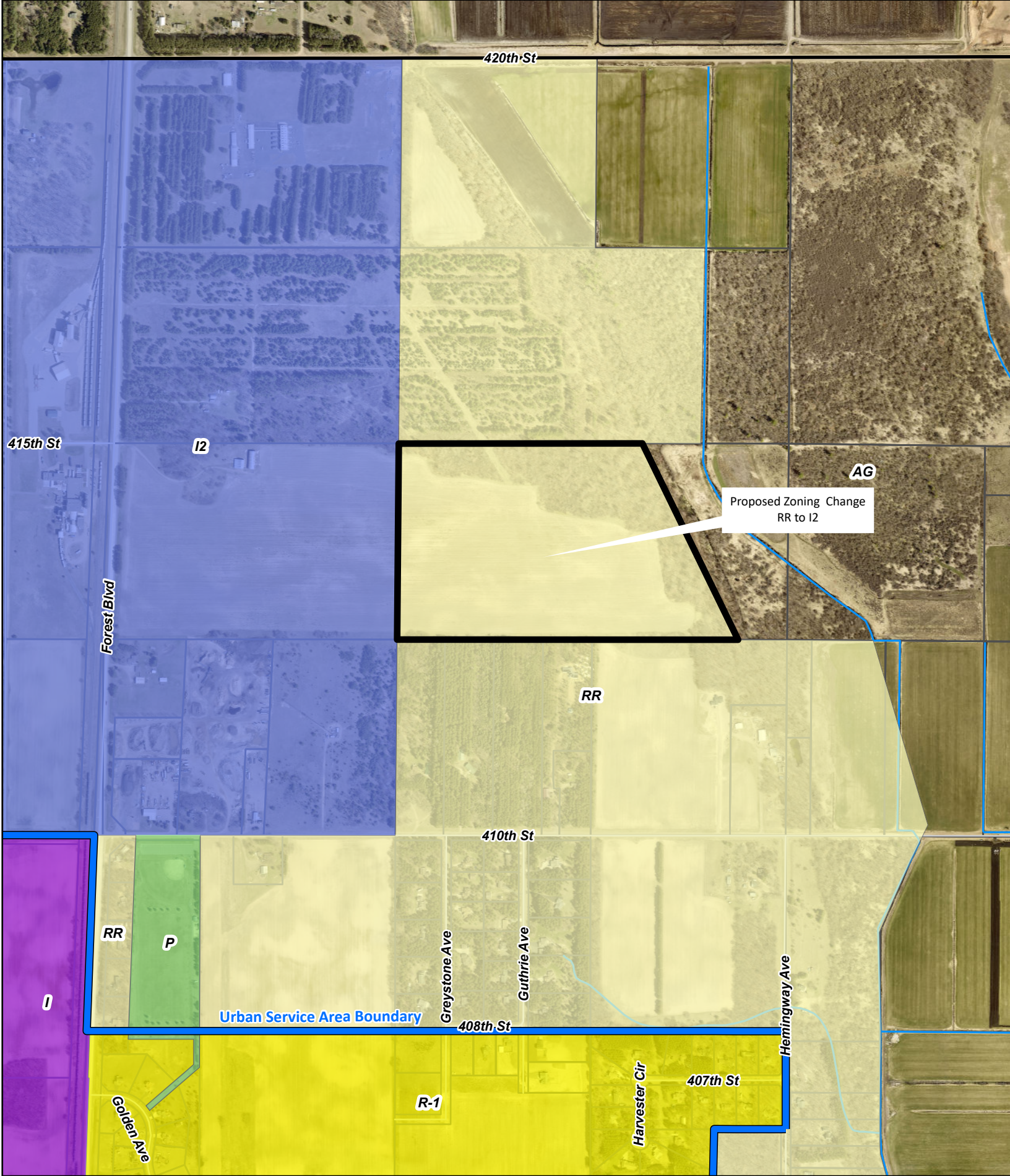
The official zoning map in Sec 66-171 Map; Boundaries Of Districts of the City of North Branch, is hereby amended as follows:

The Subject Property depicted in Exhibit A is hereby rezoned from RR–Rural Residential to I-2–Heavy Industrial. The rezoning is consistent with the amended Land Use Plan and guiding of the Subject Properties.

SECTION #2: Effective

The City Clerk is hereby directed to revise the Official Zoning Map in Sec 66-171 Map; Boundaries Of Districts consistent with this Ordinance.

This ordinance shall have full force effect upon its passage and publication and recording of the Final Plat for Laborers Training Center Addition.





Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/12/2024

Board & Commission: City Council

Subject: Ordinance 379-24 Amending the Zoning Code to define and allow Vocational Training Facilities as a Conditional Use in the I and I-2 zoning districts

Overview / Background

The Construction Laborers' Education, Apprenticeship and Training Fund of Minnesota and North Dakota (Applicant) has applied for a comprehensive plan map amendment and rezoning of 41499 Forest Blvd (PID: 11.00058.00) to Industrial and General Industrial, respectively. The subject property is located in the northern area of the city on the east side of Forest Blvd at 415th Street. The property currently has split guiding and zoning between industrial and rural residential, so the request is for the whole property to be zoned and guided industrial. The applicant would like to use the property as a training facility offering construction, environmental and safety skills courses. The courses will be offered approximately 10–12 weeks of the year, primarily during the Spring and Fall. Students will be able to practice skills such as pipe laying and excavation, structural concrete building, wind tower production, clean energy, solar installation, commercial driver's license, etc. This kind of facility is currently not an allowed use in the City, so the applicant is requesting to amend the City Code to allow this use as a conditional use in the industrial zoning districts.

Ordinance Amendment

Findings of Fact

1. The proposed amendment has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.
2. The proposed amendment would allow a use that is compatible with the Comprehensive Plan and the I1 and I2 zoning districts.
3. The proposed amendment will not overburden existing public services or infrastructure.

Conditions of approval

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

Planning Commission Recommendation and Requested Action

Motion to approve Ordinance 379-24 amending the zoning code to define and allow vocational training facilities as a conditional use in the I and I-2 Districts

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 379-24

AN ORDINANCE 379-24 AMENDING THE ZONING CODE TO DEFINE AND ALLOW VOCATIONAL TRAINING FACILITIES AS A CONDITIONAL USE IN THE I AND I-2 DISTRICTS IN THE CITY OF NORTH BRANCH, MINNESOTA...

THE CITY COUNCIL OF THE CITY OF NORTH BRANCH DOES ORDAIN THAT

THE CITY COUNCIL OF THE CITY OF NORTH BRANCH DOES ORDAIN THAT:
Changes in the following sections are denoted with an underline for new text and a strikethrough-for deleted language. Renumbering and updated references shall occur throughout the Code as needed when sections or subsections are added or deleted.

SECTION #1: Zoning District Use Table

City Code Section §66-6 is hereby amended by adding a Vocational Training Facility as a Conditional Use (C) in the I-General Industrial and I-2-Heavy Industrial districts as follows:

	R1	R2	R3	AG	PUB	OSP	CBD	B	BN	I1	I2	SO
PUBLIC, INSTITUTIONAL & CIVIC												
Educational Facilities												
School, Elementary, Middle, High (Private/Charter)												
School, Elementary, Middle, High (Public)												
College, Community, Technical & University												
<u>Vocational Training Facility</u>										C	C	

SECTION #2: Zoning Definitions

City Code Section §66-8 is hereby amended to read as follows:

Vocational Training Facility. An educational institution or program, which may also be referred to as a trade school, career center, or technical school, that provides education designed to teach and provide students the practical skills and training needed for a specific trade or occupation. This use includes incidental activities needed for instruction such as exterior storage, earthwork, construction, laydown yard, etc.

SECTION #3: Effective

This ordinance shall have full force effect upon its passage and publication and recording of the Final Plat for Laborers Training Center Addition.



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 07/23/2024

Board & Commission: Planning Commission

Subject: Public Hearing for Sunrise Bluff 3rd Addition Variance for Buildable Acreage for Lot 9, Block 2, Sunrise Bluff 3rd Addition

Overview / Background

Larry Beach Construction, Inc (Developer/Applicant) has requested a variance and Preliminary Plat approval for Sunrise Bluff 3rd Addition (Plat). The Preliminary Plat includes properties zoned for Rural Residential, R-1 Single Family Residential, and Business. The proposed subdivision is to create 32 residential lots within the Rural Residential area. The R-1 Single Family and Business areas are proposed to be platted as outlots. The subject property is located South of 392nd St between Everett Ave to the West and Fawn Ave to the East and includes PIDs: 11.00390.00, 11.00393.00, 11.00392.00, and 11.00410.18.

The variance is requested for Lot 9 of Block 2 due to an existing electric easement for buried electric land on the property. The City Code requires one acre of contiguous, buildable land. The lot has one acre of buildable land, but it is not contiguous due to the electrical easement. The Rural Residential use of the land can be accomplished on the north side of the easement, so no further variances are anticipated on the lot. The variance will allow for a more natural property line for future homeowners.

Issue(s) to Consider

1. Land Use and Zoning
2. Development Plan
3. Plat Standards
4. Variance Standards

Analysis of Issue(s)

1. Land Use & Zoning

The Subject Property currently has a mix of land use classifications: **Rural Residential, Low Density Residential, and Commercial**. The corresponding zoning is: **RR-Rural Residential, R-1 Single Family Residential, and B-Business**. The development is proposed to occur in the Rural Residential portion of the property with the R-1 Single Family and B-Business portions being platted as an outlot. The Subject Property recently underwent a reguinding and rezoning process, which removed the residential area from the municipal urban service area via Resolution 20-2024 and Ordinance 368-24. The southern portion of the development site falls within the City's Shoreland Overlay District for Sunrise Creek and the Floodplain district [27025C0145D](#), which require an additional sub-set of zoning standards. The property also has a wetland around the river area.

The proposed use of the property as single family homes is a permitted use in the Rural Residential district and all overlay districts applicable to the plat.

As presented, Outlots C and D contain a mix of zoning districts. These outlots are intended for future commercial development, and they will need to be rezoned with final plat submission. The existing commercial zoning does not align with the outlot boundaries proposed. The outlots are not proposed to be developed at this time, so the zoning does not need to align until the parcel boundaries are defined in the final plat and the legal description will be easier to define.

2. Development Plan

The Developer is proposing a total of 32 residential units on the 117.27 acre site. The density requirement in the Rural Residential district is one unit per buildable acre. Staff has requested the buildable acreage from the developer to confirm the buildable acres on the site. Staff has estimated the area given the provided plat materials and anticipates that the site will be able to meet the density requirement.

Home Types & Lot Sizes

The minimum lot is one acre or 43,560 sq ft. The proposed lots vary in size from 43,774 sq ft (1.27 acres) to 50760 sq ft (2.69 acres). However, the minimum lot size is defined as a buildable acre with contiguous land excluding non-standard easements. Lot 9 of Block 2 has a non-standard easement that cuts through the center of the lot. The lot mets the minimum size requirement, but the land is not contiguous. Therefore, Lot 9 of Block 2 does not meet the buildable land requirement, and the developer has submitted a variance from the buildable acreage requirement.

***Buildable** Acre means 43,560 square feet of **contiguous** undisturbed land excluding surface waters, wetlands, flood plains, slopes greater than 18%, **non-standard easements** and where depth to mottled soil is at least 1 foot must be identified on each lot. Each lot must include 10,000 square feet of percolation tested soils that are suitable for type 1 SSTS (standard septic system).*

As for home types, the development includes the following home styles: 18 ramblers, 8 walkouts, and 6 lookouts.

Lot size requirement is satisfied, if a variance is granted for Lot 9 of Block 2.

Lot Coverage

The total proposed impervious surface on the site is 7.41 acres. Staff has requested additional information on the anticipated impervious surface coverage for the individual lots. The maximum allowed is 50%. The building pads shown are a reasonable size, so it is anticipated that the impervious surface will be less than 50%. This is provided as a comment for future review.

Lot coverage is requested as a condition of approval as part of the Planning Review letter.

Landscape Plan & Tree Preservation/Replacement

The parcel is currently used as agricultural land with a defined tree line on the south and southeastern portion of the development area. The tree preservation plan shows 10.4 acres of the 36 acres of trees to be removed. This proposed removal is less than the 50% maximum allowed by City Code.

In the landscaping plan, the applicant is proposing to plant 82 trees. Of these trees, 30% are deciduous and 70% are coniferous, which meets the 25% planting requirement for each type. The deciduous trees are proposed throughout the development, and the coniferous trees are proposed to primarily provide screening between the lots and 392nd Street. The landscaping plan proposes that the existing tree cover on Lots 3 - 11 of Block 2 and Lots 1-3 of Block 3 as the trees to count toward the planting requirement.

Landscaping requirements are satisfied.

Parking Requirements

City Code §125-86 requires a minimum of two (2) parking spaces per dwelling unit, each of which are enclosed in the attached garages. All roadways through the Development are public streets, which are designed to standard street widths and rights of way, per the City's engineering and design standards. There are no required or proposed parking restrictions on the City streets.

Parking requirements are satisfied.

Overlay Districts Standards

Shoreland

Along a river, the shoreland is defined by the City Code as "300 feet from a stream, creek, or water course; or the landward extent of a floodplain as designated by this chapter, whichever is greater." For this development, the shoreland follows the floodplain line for the most part. The shoreland area is entirely contained within the proposed outlots, so the residential lots do not need to follow the shoreland standards for lot width, impervious surface, height, etc. However, Lots 3-11 of Block 2 do contain a bluff as defined by City Code, so the lots do have to meet the bluff setback standards.

Bluff standards require a 30' structure setback. All the proposed building pads meet this setback. Staff did note in the comments provided to the developer that this setback combined with City limitations on accessory structures in the front yard will restrict future homeowners of Lots 5,6,7 and 10 of Block 2 from having an accessory structure on their property.

Shoreland requirements are satisfied.

Floodplain

The proposed development includes Floodplain district 27025C0145D. The floodplain does not extend into any of the proposed lots, so uses are not restricted on the lots. All building pads are proposed to be over 2 feet above the 100-year flood. The minimum elevation difference proposed is 12.5 feet on Lot 5 of Block 2.

Floodplain requirements are satisfied.

Wetland

No work is being proposed within the wetland and the wetland is contained within the proposed outlots. All proposed building pads meet the 20' structure setback requirement.

Wetland requirements are satisfied.

3. Plat Standards

The developer has requested the application be reviewed as Rural Residential and Commercial zoning. However, when conducting the review of the lots, Staff identified two areas where the proposed plat does not meet the minimum lot standards.

Type	Lot Standards			Setbacks				
	Area (sf)	Width	Depth	Front	Side	Corner	Rear-I	Rear-C
Rural Residential	43,560	110'	300'	40'	10'	30'	30'	15'
Commercial	5,000	50'	100'	15'	10'	15'	15'	15'

Type	Minimum Proposed Lot			Minimum Proposed Setback				
	Area (sf)	Width	Depth	Front	Side	Corner	Rear-I	Rear-C
Rural Residential	43,774*	110'	300'	40'	10'	30'	30'	15'
Com - Outlot C	516,186	>50'	>100'	TBD - at time of development				
Com - Outlot D	264,844	>50'	>100'	TBD - at time of development				

*Lot 9 of Block 2 has a non-standard easement and does not meet the contiguous land requirement for buildable area.

Lot 9 of Block 2 does not meet the contiguous land requirement for buildable area due to a non-standard easements. The Developer has requested a variance, which is evaluated in the next section of the staff report.

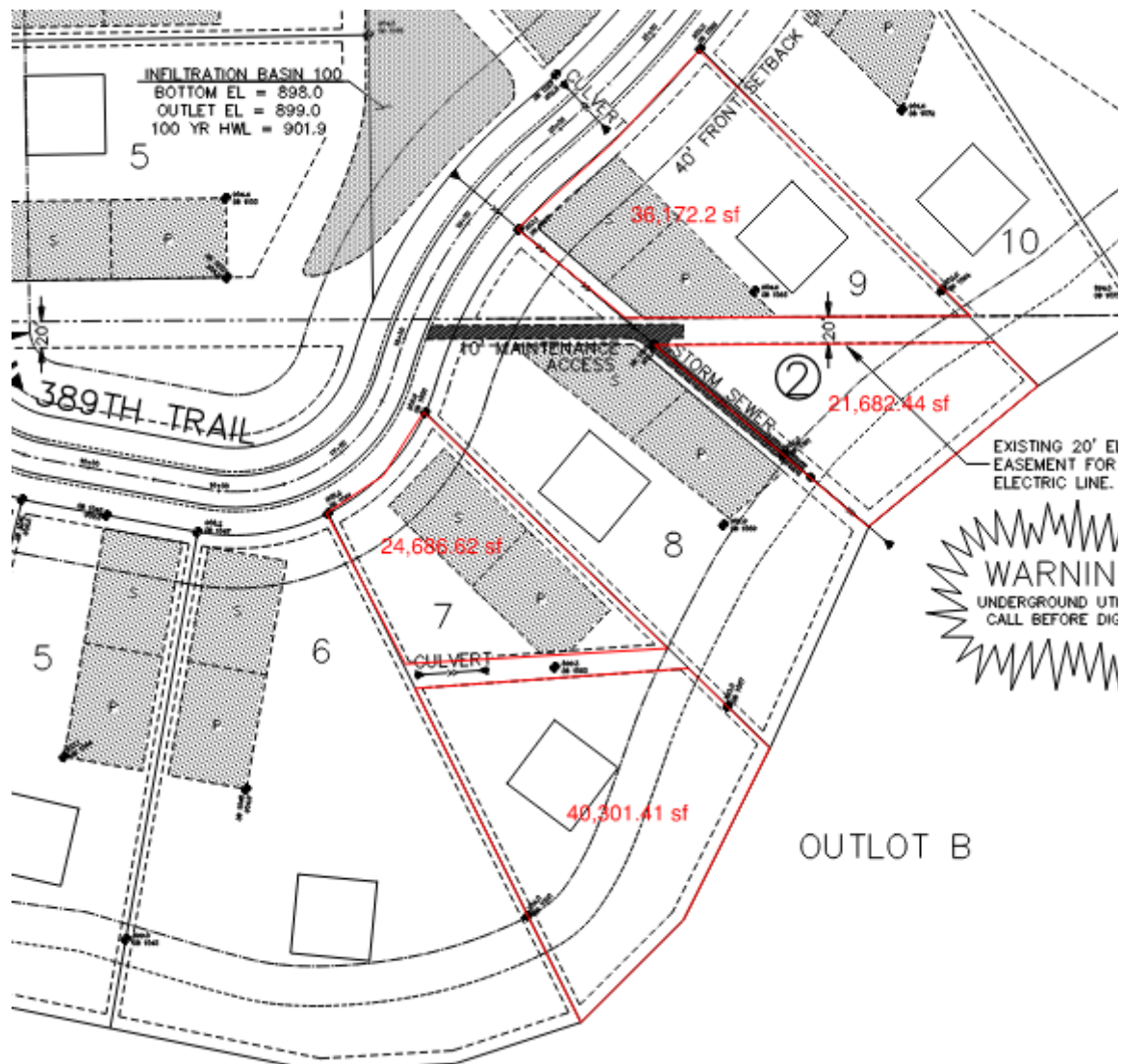
In the developer's original submission, Lots 1, 2, 3, and 10 of Block 3 did not meet lot depth requirements. Prior to the Planning Commission meeting, the developer provided an exhibit that showed a new layout of these lots. The Planning Commission discussed the new exhibit and agreed that the plans would be acceptable as updated.

As the Developer has continued to work on the plat, a new easement was located on the western edge of the property. The developer has slightly shifted 390th Street to the south to allow for buildable acreage on all lots in Block 1.

4. Variance Standards

Section 66-65 only allows for granting a variance when the proposed use of the property is in harmony with the general intent of the ordinance and the property presents a practical difficulty in complying with the zoning ordinance. Practical difficulty in relation to a variance is defined in the following three factor test. Staff have provided a response below each test in *italics* as it relates to this application.

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
The proposed use is aligned with the uses allowed in the zoning district. The zoning ordinance requires one acre of contiguous, buildable land. Lot 9 of Block 2 contains 0.83 acres on the north side of the easement and 0.49 acres on the south side of the easement. The rural residential use can be conducted on the northern portion of the easement without a need for additional variances
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
An existing easement is for a buried electric line on the property. The easement was in place prior to the proposed development. The proposed development design uses the natural boundary of the bluff line as the rear lot line, which is more suitable as a property line than a buried electric line.
3. The variance, if granted, will not alter the essential character of the locality.
The variance allows for the continuation of two developments to the east and west, Sunrise Bluff 2nd and 1st addition, respectively. The lots in the existing developments also use the bluff line as the rear lot line boundary. A variance for Lot 9, Block 2 allows for a size and shape that is consistent with the character of the surrounding area.



The developer has provided an Exhibit shown in the attachments that shows the layout without the proposed variance. Since the easement is for a buried electric line, the lots in this configuration could create increased potential for lot line and ownership disputes in the future. The variance allows for more continuation of the existing development and clarity of ownership into the future.

Planning Commission Summary

The Planning Commission held a public hearing related to the preliminary plat, where no members of the public spoke. The applicant was present at the meeting and shared some information on the existing conditions of the property. With the initial plans provided, Staff had recommended tabling the preliminary plat approval because some of the lots did not meet City requirements for depth and buildable acreage. Between the release of the packet and the meeting, the Developer provided updated plans showing how the lots would change to meet depth requirements. The Developer also provided an image supporting a variance from the

buildable acreage requirements due to existing easements. Given the public notice timeline requirements, Planning Commission acknowledged that the City Council would hold the public hearing for the variance when reviewing the preliminary plat on August 15, 2024. The Planning Commission unanimously recommended approval of the preliminary plat and variance, subject to public hearing and conditions as presented by staff.

Planning Commission Recommendation and Requested Action

1. Motion to approve Resolution R-77-2024 Approving the Preliminary Plat as proposed by Larry Beach Construction, Inc for the Sunrise Bluff 3rd Addition with conditions and findings of fact as presented by staff.
2. Motion to approve Resolution R-78-2024 Approving a Variance for buildable acreage for Lot 9, Block 2 of the Sunrise Bluff 3rd Addition with conditions and findings of fact as presented by staff

Attachments

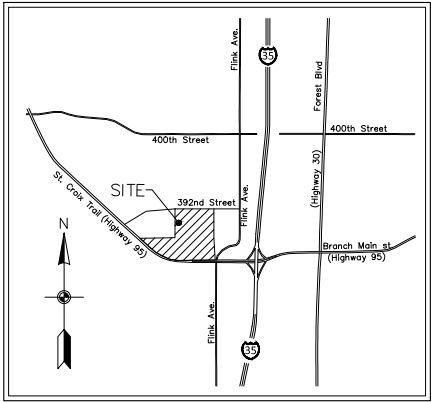
1. Resolution R-77-2024 Approving the Preliminary Plat
2. Resolution R-78-2024 Approving a Variance for buildable acreage for Lot 9, Block 2
3. Preliminary Plat
4. Exhibit Showing Lot Layout without the Variance
5. Plan Review letter from July 17, 2024
6. Engineer memo from July 2, 2024

Voting Requirements:

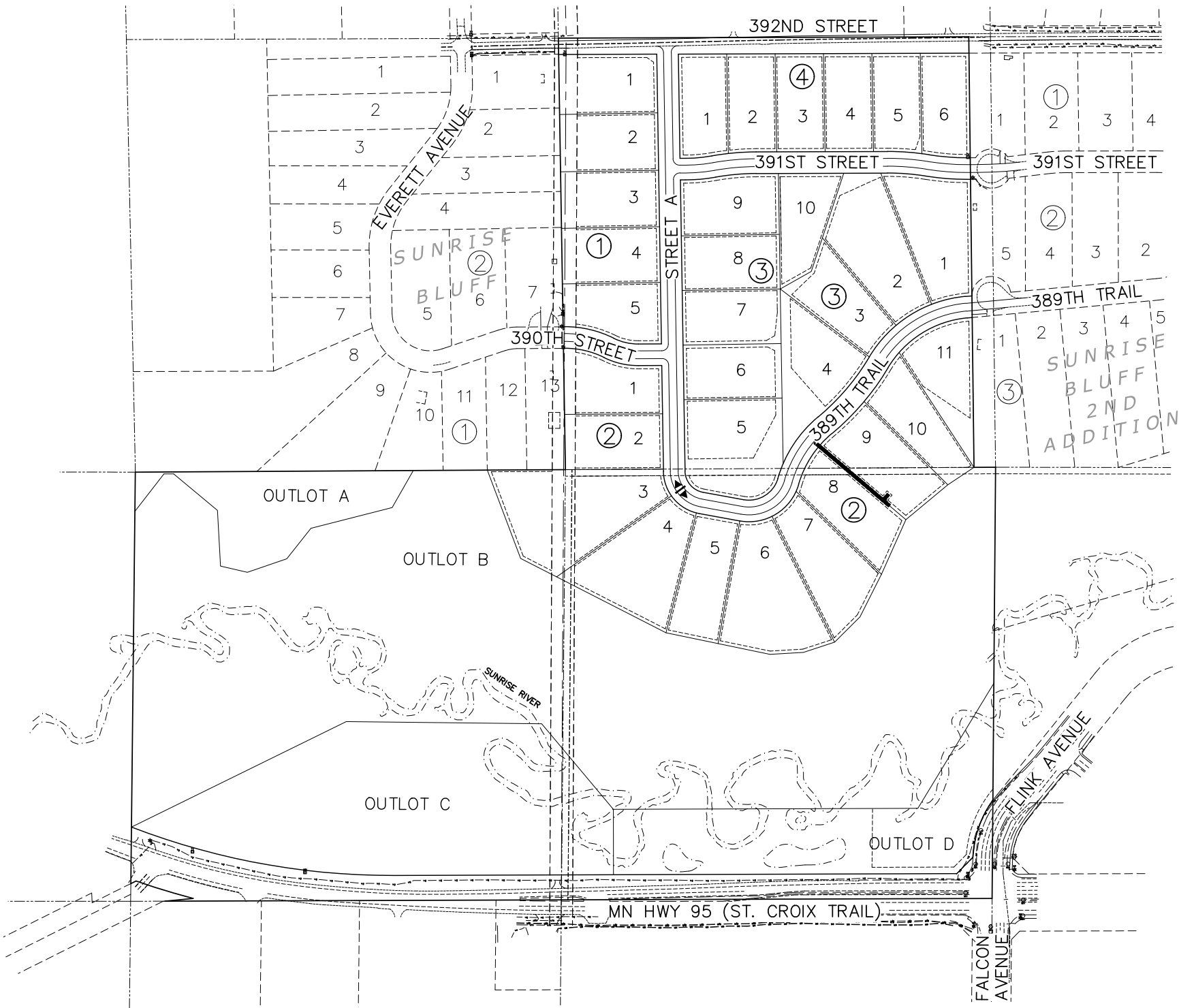
Voting Options Simple Majority

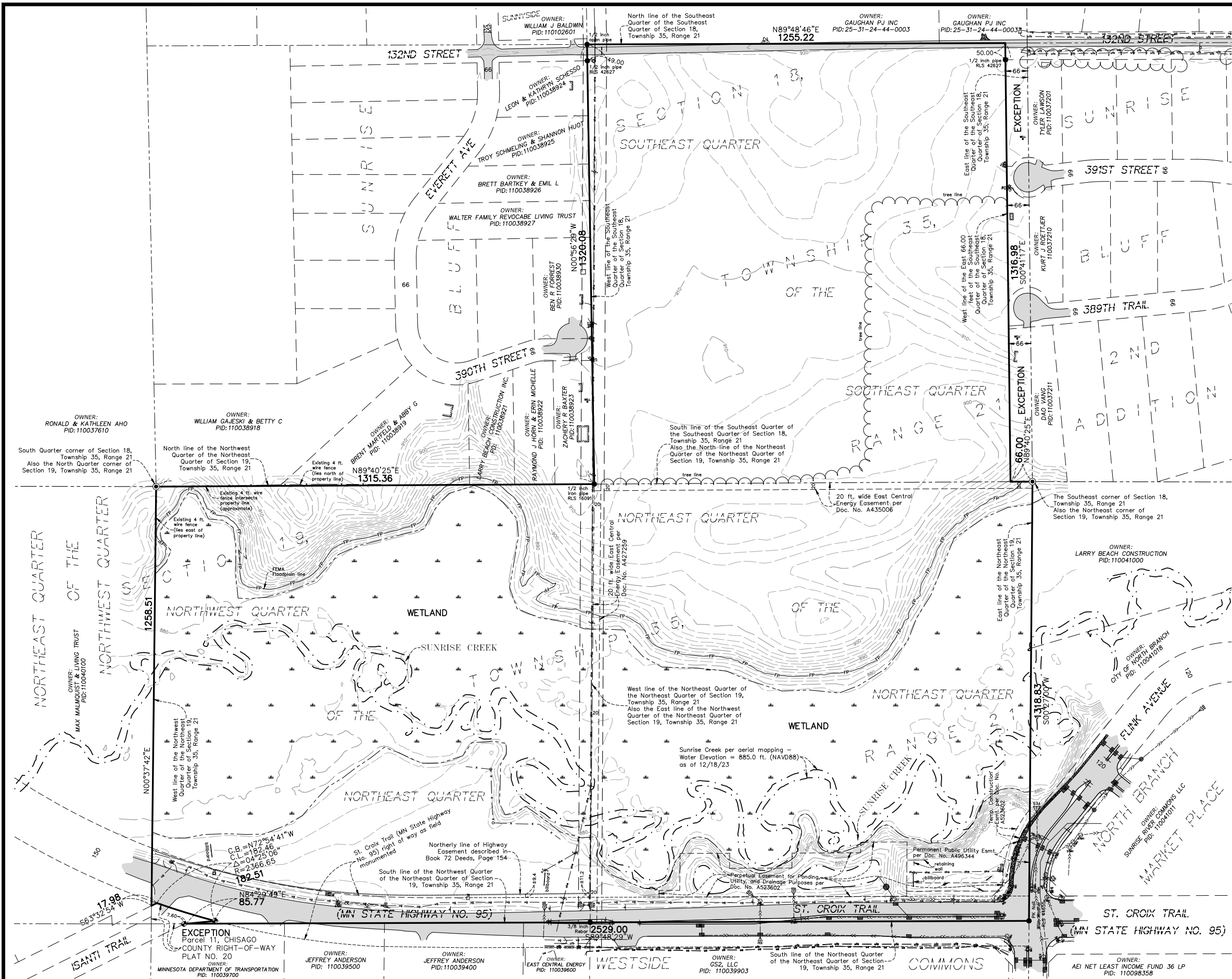
SUNRISE BLUFF 3RD ADDITION

NORTH BRANCH, MINNESOTA



VICINITY MAP
NOT TO SCALE





PARCEL DESCRIPTION:
(Per Title Commitment File No. 688066, dated May 27, 2024 at 7:00 A.M. prepared by Land Title, Inc., issuing agent for First American Title Insurance Company)

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), in Section Nineteen (19), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.

AND

The Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Nineteen (19), Township 35, Range 21, except Parcel 11 of Chisago County Right-of-Way Plat No. 20, Chisago County, Minnesota

AND

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4), less and excepting therefrom the East Sixty feet (E 66') thereof, Section Eighteen (18), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota

(abstract property)

GENERAL NOTES:

- The field work for this survey was completed on April 17, 2024.
- Bearings shown are based on the East line of the NE 1/4 of the NE 1/4 of Section 19, Township 35, Range 21, Chisago County, Minnesota, which is assumed to bear S00°27'00"W.
- Surveyed property contains ±117.27 acres.
- Above ground utilities have been field located as shown. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002).
- The following easements are proposed to be released, confined or amended:
 - Easement in favor of The Rural Cooperative Power Association per Doc. No. 126707.
 - Easement in favor of The Rural Cooperative Power Association per Doc. No. 127291.
 - Easement in favor of The Rural Cooperative Power Association per Doc. No. 126474.
 - Easement in favor of City of North Branch per Doc. No. A523602 (over Parcel B only).
 - Highway Easement contained in Final Certificate in favor of the State of Minnesota in Book 72 of Deeds, Page 154.

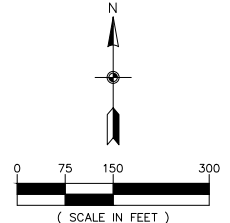
LEGEND

- Denotes Found Chisago Right of Way Monument with 3 inch Aluminum Cap
- Denotes Chisago County Section Monument, as noted
- Denotes Found Iron Monument
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
- Denotes Light Pole
- Denotes Semaphore
- Denotes Miscellaneous Sign
- Denotes Storm Manhole
- Denotes Miscellaneous Manhole
- Denotes Catch Basin
- Denotes Flared End Section
- Denotes Existing Well
- Denotes Guy Wire
- Denotes Utility Pole
- Denotes Telephone Box
- Denotes Electric Transformer
- Denotes Electric Box
- Denotes Underground Electric
- Denotes Underground Gas
- Denotes Underground Fiber Optic
- Denotes Overhead Utility Line(s)
- Denotes Existing Fence as noted
- Denotes Gravel Surface
- Denotes Concrete Surface
- Denotes Bituminous Surface
- Denotes Wetlands delineated by Midwest Natural Resources, Inc.

BENCHMARK

1. Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MND1) Elevation 921.03 ft. (NAVD88)

2. Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name ottensness 2) Elevation 922.87 ft. (NAVD88)



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BLAINE, MN 55449
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FAX 763.488.7989
CARLSONMCCAIN.COM

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.
Signature: *Thomas R. Balluff*
Date: 6/10/24 License #: 40361

DRAWN BY: NJS
ISSUE DATE: 6/10/24
FILE NO: 2700

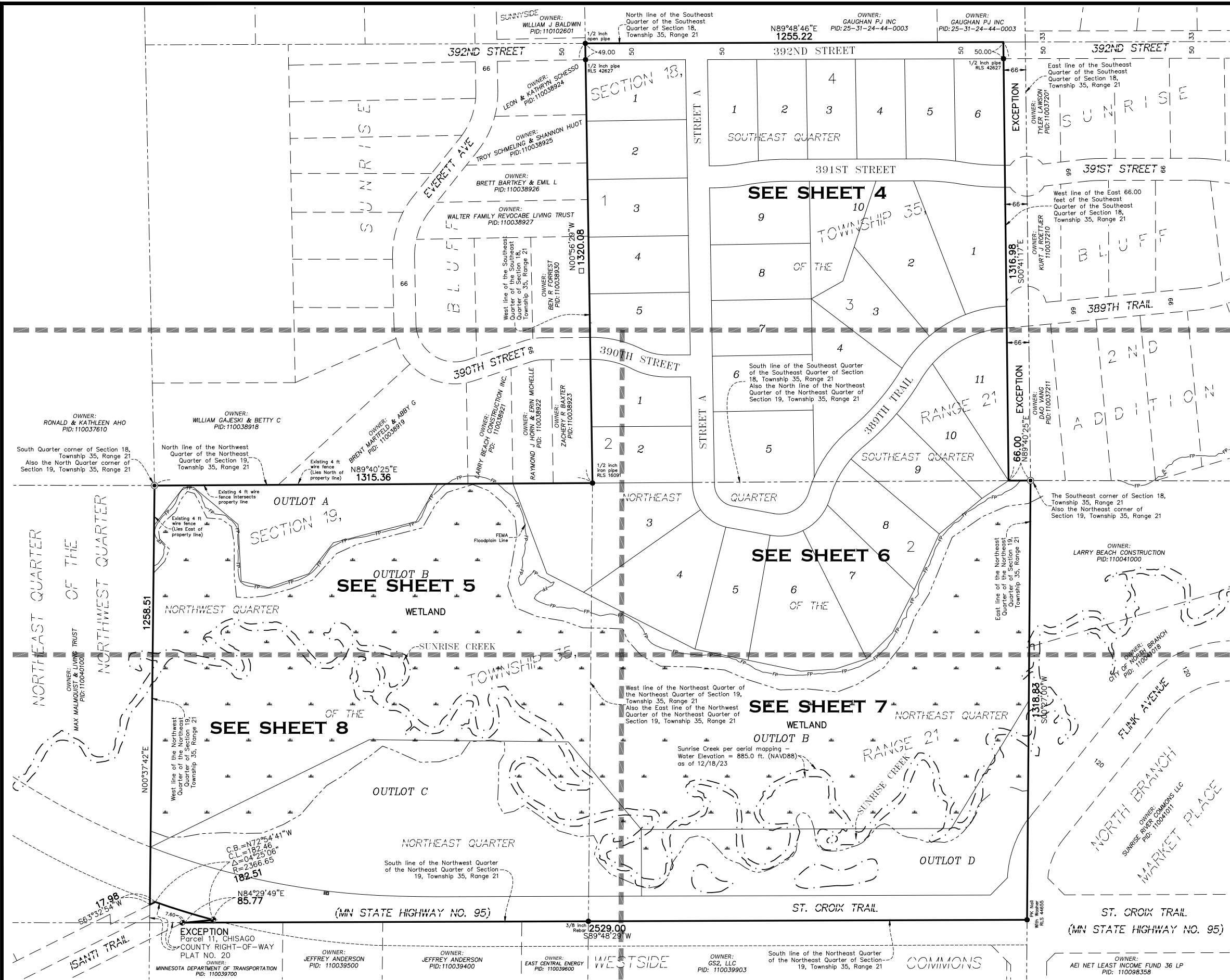
Revisions:
1. 8/05/24 Per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

SUNRISE BLUFF 3RD ADDITION
North Branch, Minnesota

EXISTING CONDITIONS

2 of 16



PARCEL DESCRIPTION:

(Per Title Commitment File No. 688066, dated May 7, 2024 at 7:00 A.M. prepared by Land Title, Inc., issuing agent for First American Title Insurance Company)

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), in Section Nineteen (19), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.

AND

The Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Nineteen (19), Township 35, Range 21, except Parcel 11 of Chisago County Right-of-Way Plat No. 20, Chisago County, Minnesota

AND

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4), less and excepting therefrom the East Sixty feet (E 66') thereof, Section Eighteen (18), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota

(abstract property)

SITE DATA

TOTAL SITE AREA	±117.27 AC.
TOTAL ROW AREA	±12.67 AC.
TOTAL OUTLOT AREA	±60.86 AC.
OUTLOT A	±3.01 AC.
OUTLOT B	±39.91 AC.
OUTLOT C	±11.86 AC.
OUTLOT D	±6.08 AC.
TOTAL LOT AREA	±43.74 AC.
SMALLEST LOT	±44,404 S.F.
LARGEST LOT	±117,313 S.F.
AVERAGE LOT	±59,536 S.F.
TOTAL NUMBER OF LOTS	32

GROSS DENSITY 0.27 LOTS/TOTAL AC.
NET DENSITY 0.73 LOTS/TOTAL LOT AC.

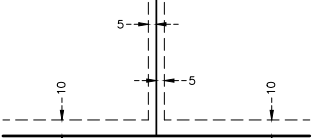
EXISTING ZONING SL/B2/RR

UTILITIES SEPTIC/WELL

MINIMUM RESIDENTIAL SETBACK DATA:

FRONT	40 FT.
SIDE	10 FT.
SIDE CORNER	30 FT.
REAR SETBACK	30 FT.
MIN. BUILDABLE(WITHIN USA)	1.0 AC.
MIN. LOT DEPTH	300 FT.
MIN. LOT WIDTH (AT SETBACK)	110 FT.

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



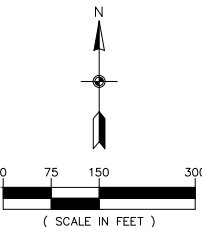
being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

LEGEND

- Denotes Found Chisago Right of Way Monument with 3 inch Aluminum Cap
- Denotes Chisago County Section Monument, as noted
- Denotes Found Iron Monument
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
- Denotes Wetlands delineated by Midwest Natural Resources, Inc.

BENCHMARK

- Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MND1) Elevation 921.03 ft. (NAVD88)
- Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name ottensness 2) Elevation 922.87 ft. (NAVD88)



ENGINEERING
SURVEYING
ENVIRONMENTAL

3800 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55449
TEL 763.488.7900
FAX 763.488.7969
CARLSONMCCAIN.COM

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.
Signature: *Thomas R. Balluff*
Date: 6/10/24 License #: 40361

DRAWN BY: NJS
ISSUE DATE: 6/10/24
FILE NO: 2700

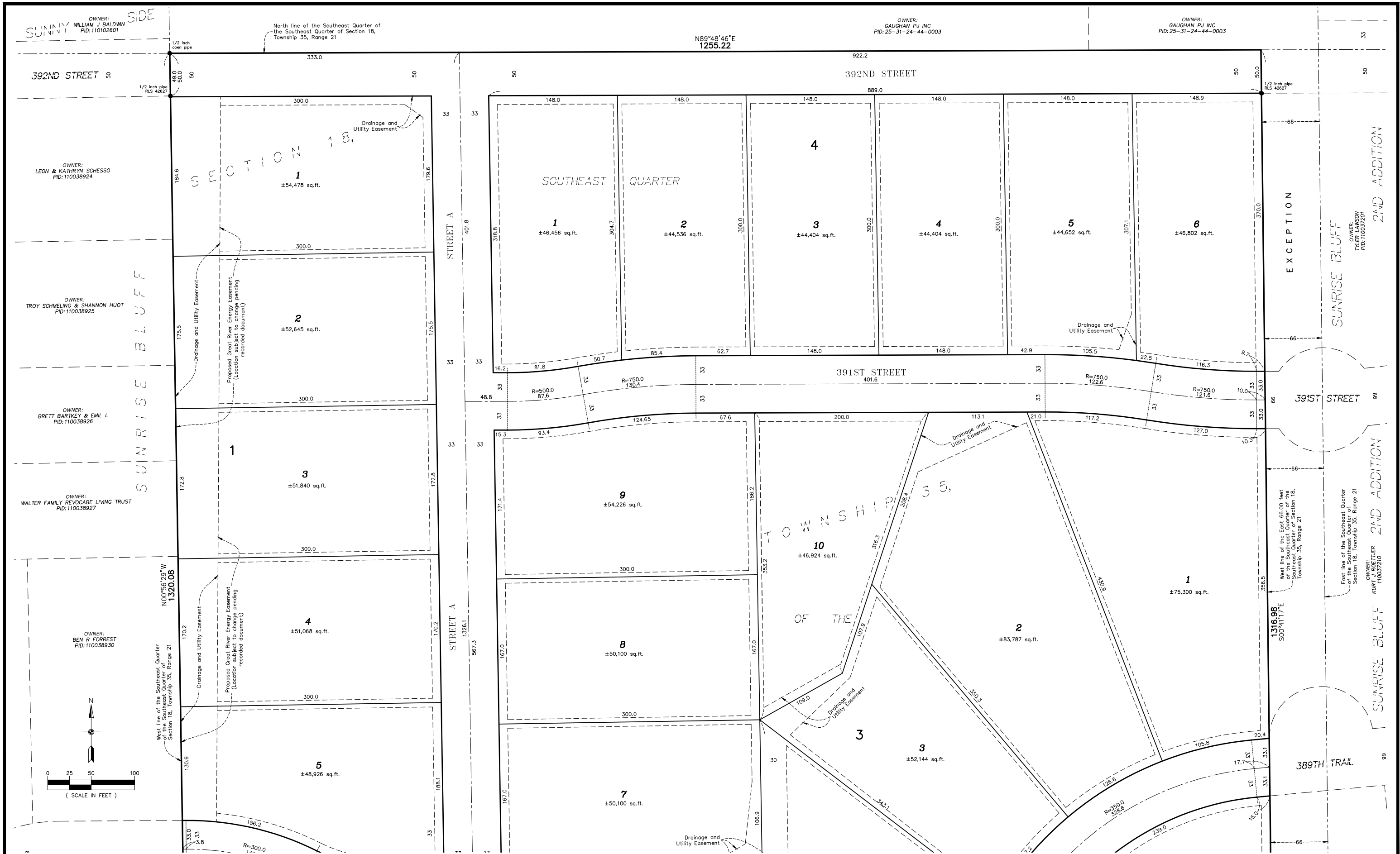
Revisions:
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LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

SUNRISE BLUFF 3RD ADDITION
North Branch, Minnesota

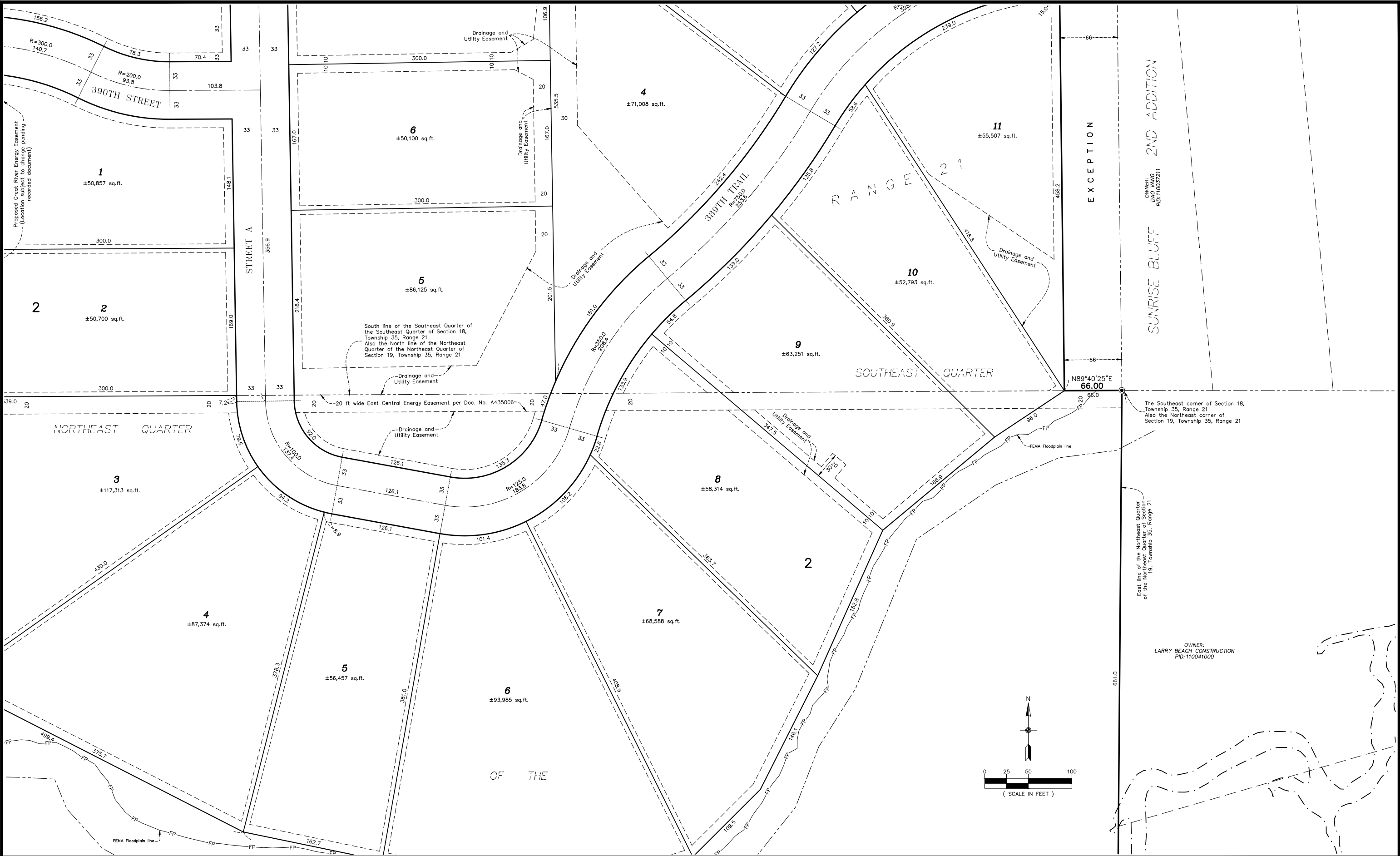
PRELIMINARY PLAT INDEX

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of
16



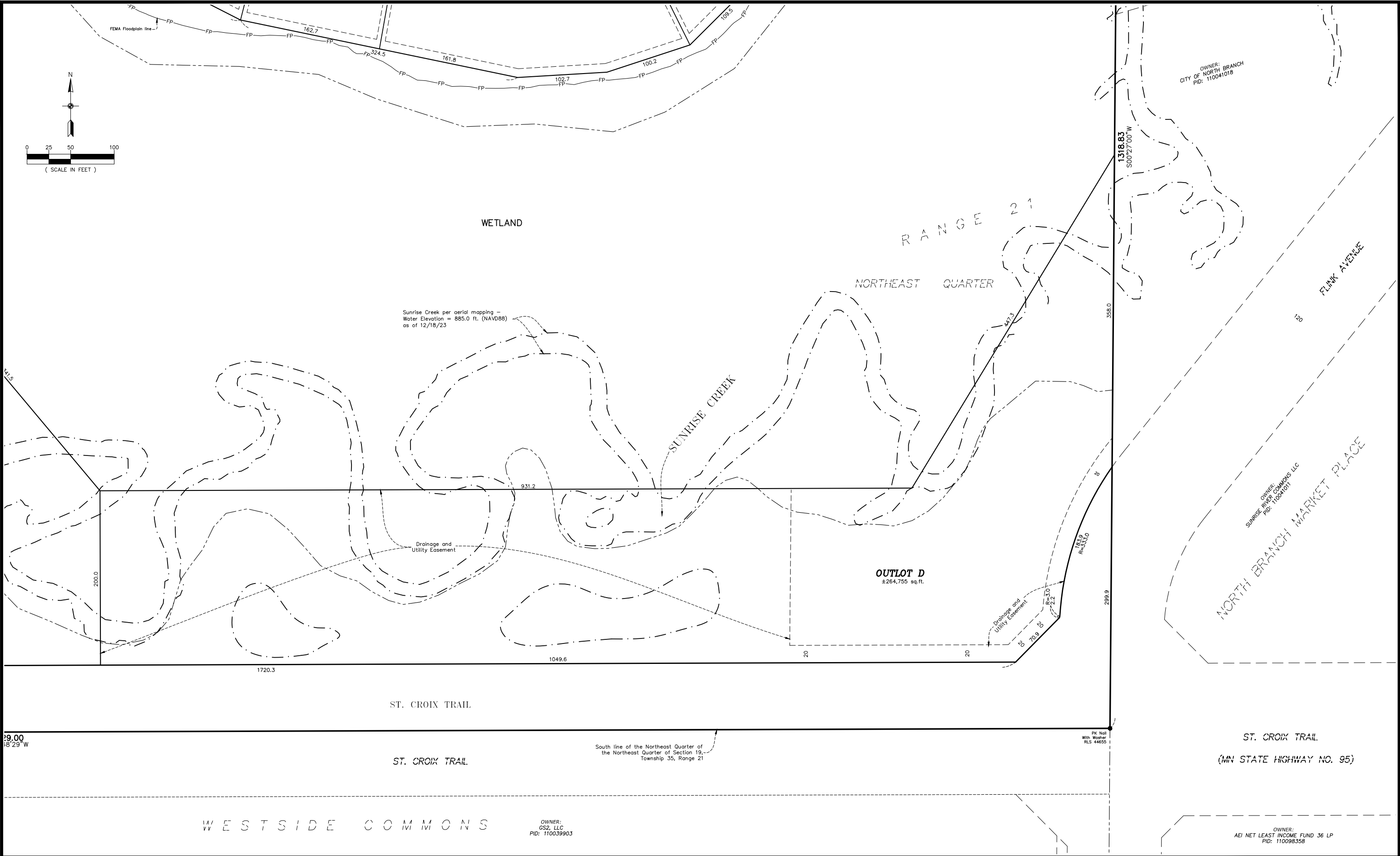
	3890 PHEASANT RIDGE DRIVE SUITE 100 BLAINE, MN 55449 TEL 763.488.7900 FAX 763.488.7900 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota	Print Name: Thomas R. Balluff, L.S.	DRAWN BY: NJS	Revisions:	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	4 of 16
			Signature: <i>Thomas R. Balluff</i>	ISSUE DATE: 6/10/24	1. 8/05/24 per City Comments				
			Date: 6/10/24 License #: 40361	FILE NO: 2700					

Save Date: 08/05/24 F:\Jobs\10721 - 10740\10740 - north branch sunrise creek\cad\30\survey\preliminary\10740_preplat.dwg

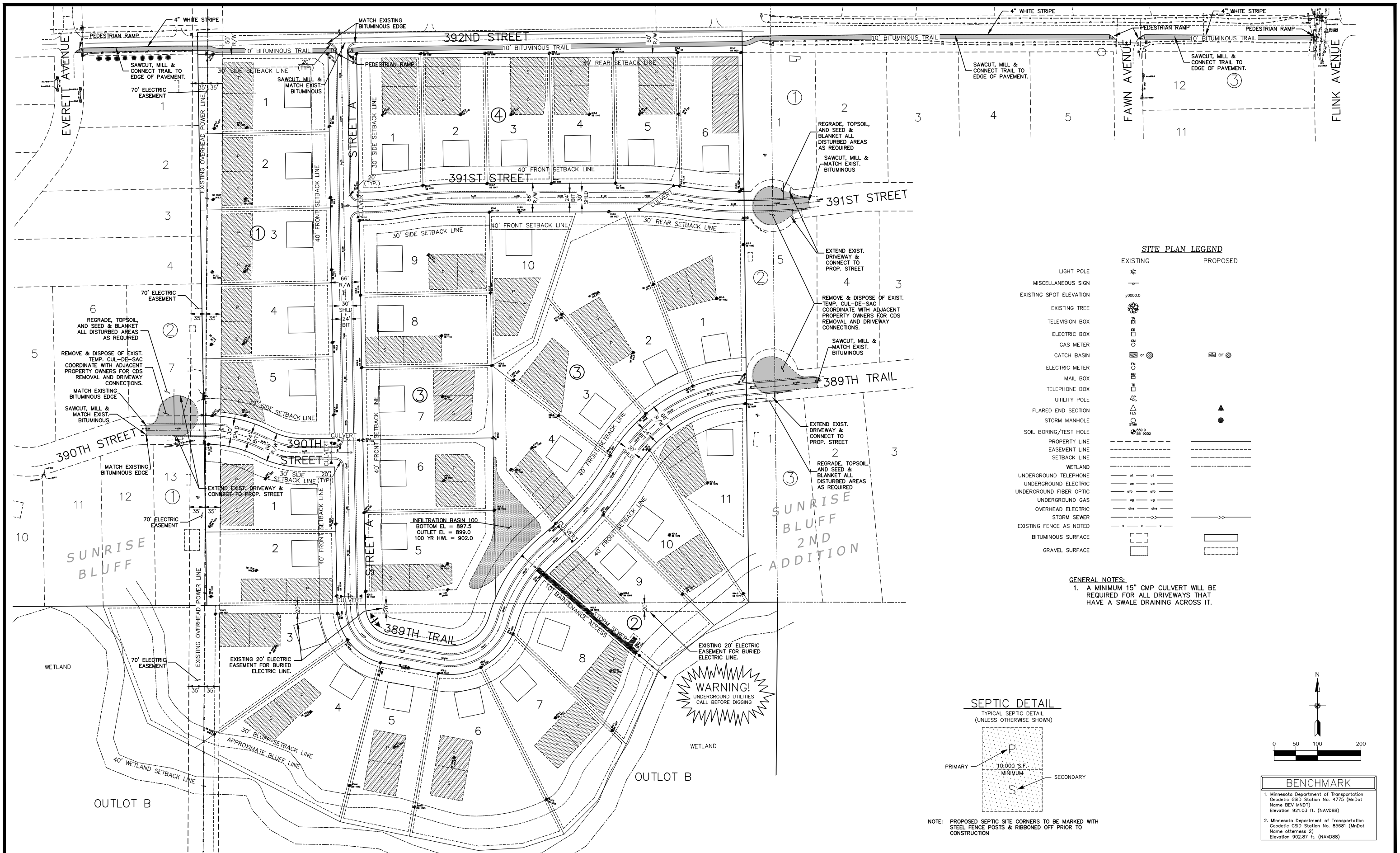


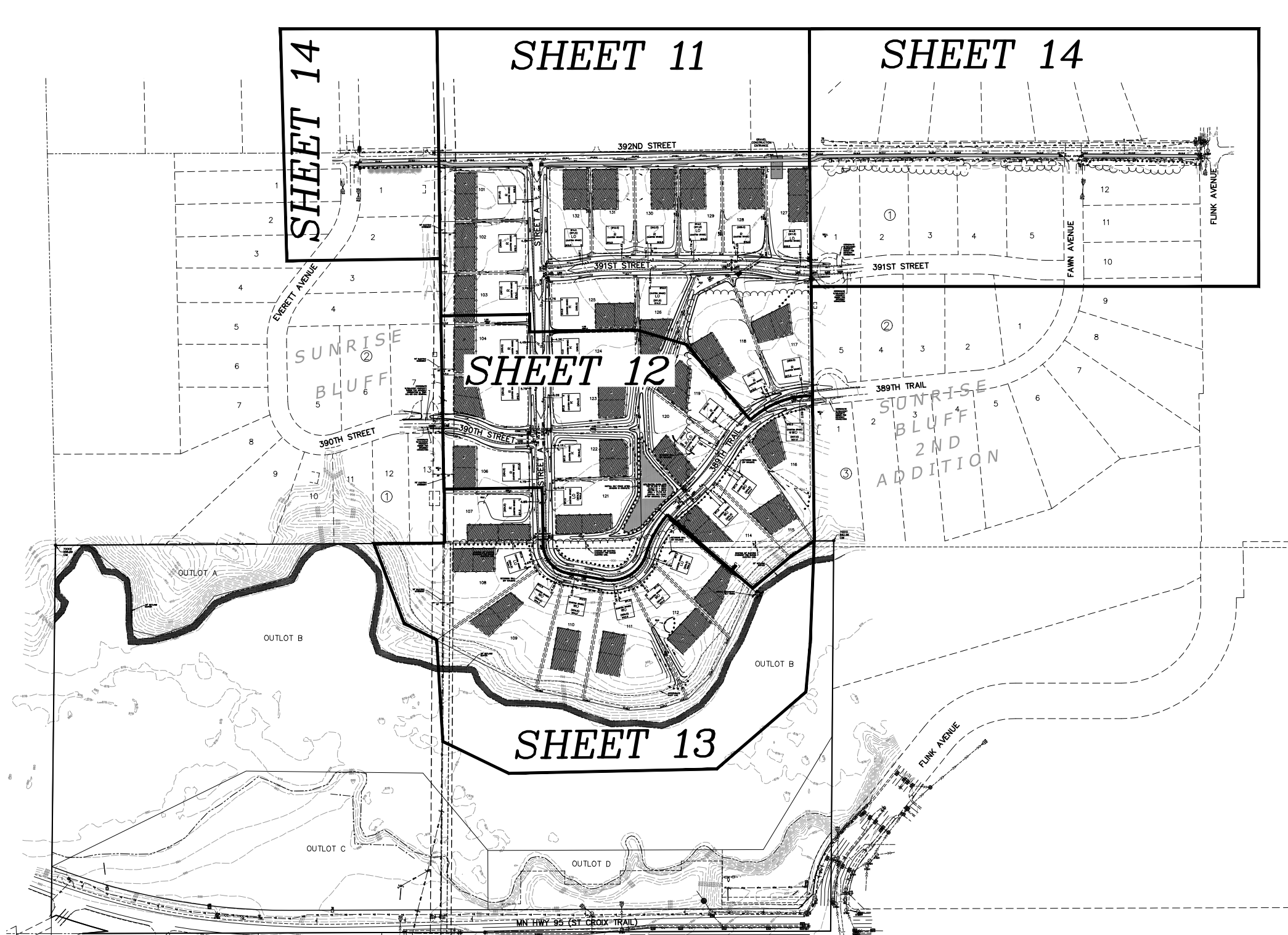
	3800 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.488.7900 FAX 763.488.7909 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota	Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 6/10/24 License #: 40361	DRAWN BY: NJS ISSUE DATE: 6/10/24 FILE NO: 2700	Revisions: 1. 8/05/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	6 of 16
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	3800 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.488.7900 FAX 763.488.7989 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota	Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 6/10/24 License #: 40361	DRAWN BY: NJS ISSUE DATE: 6/10/24 FILE NO: 2700	Revisions: 1. 8/05/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	7 of 16
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LEGEND	
EXISTING	PROPOSED
PROPERTY LINE	-----
EASEMENT LINE	-----
CURB LINE	-----
BITUMINOUS	-----
CONCRETE	-----
SANITARY SEWER	-----
STORM SEWER	-----
DRAIN TILE	-----
WATER MAIN	-----
OVERHEAD UTILITY	-----
STORM CATCH BASIN	-----
STORM MANHOLE	-----
OUTLET CONTROL STRUCTURE	-----
MANHOLE	-----
HYDRANT	-----
GATE VALVE	-----
TELEVISION BOX	-----
TELEPHONE BOX	-----
UTILITY POLE	-----
RETAINING WALL	-----
FENCE	-----
10' CONTOUR	-----
2' CONTOUR	-----
FEMA FLOOD PLAIN	-----
WETLAND LINE	-----
SPOT ELEVATION	-----
EMERGENCY OVERFLOW	-----
SILT FENCE	-----
PROTECT SEPTIC W/ TWINE	-----
GRADING LIMITS	-----
TREELINE	-----
INFILTRATION AREA	-----
MAINTENANCE ACCESS	-----
WETLAND SIGN	-----
WELL	-----
LIGHT POLE	-----
FLAG POLE	-----
ELECTRIC BOX	-----
TELEPHONE BOX	-----
TELEVISION BOX	-----
SIGN	-----
GEOTECH SOIL BORING	-----

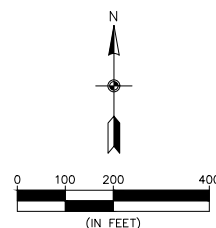
WETLAND SUMMARY

THERE ARE NO PROPOSED WETLAND IMPACTS



NOTES

1. PROPOSED PADS ARE FOR REFERENCE AND ALL WILL BE CUSTOM GRADED LOTS. THE DRIVEWAY LOCATIONS, WELLS AND SEPTIC LOCATIONS WILL BE PROVIDED BY THE BUILDER.
2. AT MINIMUM THE DRIVEWAY CULVERTS SHALL BE 15" CMP IF A CULVERT IS REQUIRED (FIELD VERIFY).
3. PROPOSED SEPTIC SITE CORNERS TO BE MARKED WITH FENCE POSTS AND RIBBONED OFF PRIOR TO CONSTRUCTION.



BENCHMARK
1. Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MNDT) Elevation 921.03 ft. (NAVD88)
2. Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name Otterness 2) Elevation 902.87 ft. (NAVD88)

CALL BEFORE YOU DIG

Know what's below.
Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

CARLSON MCCAIN

ENGINEERING
SURVEYING
ENVIRONMENTAL

3990 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7900
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Aaron D. Briski, P.E.
Signature:
Date: 6/10/24 License #: 57811

Drawn: NJP
Designed: ADB
Date: 6/10/24

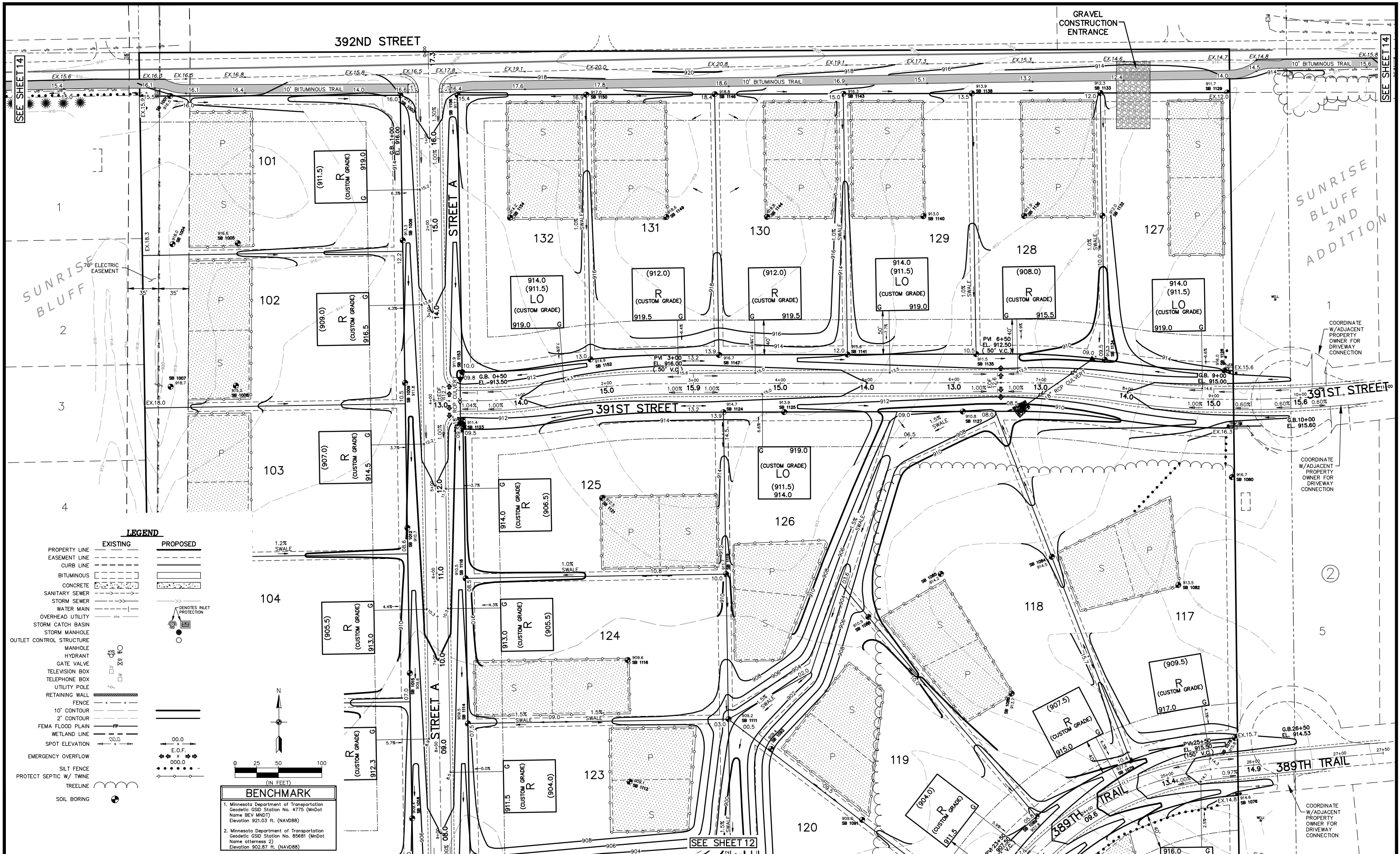
Revisions:
1. 8/5/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

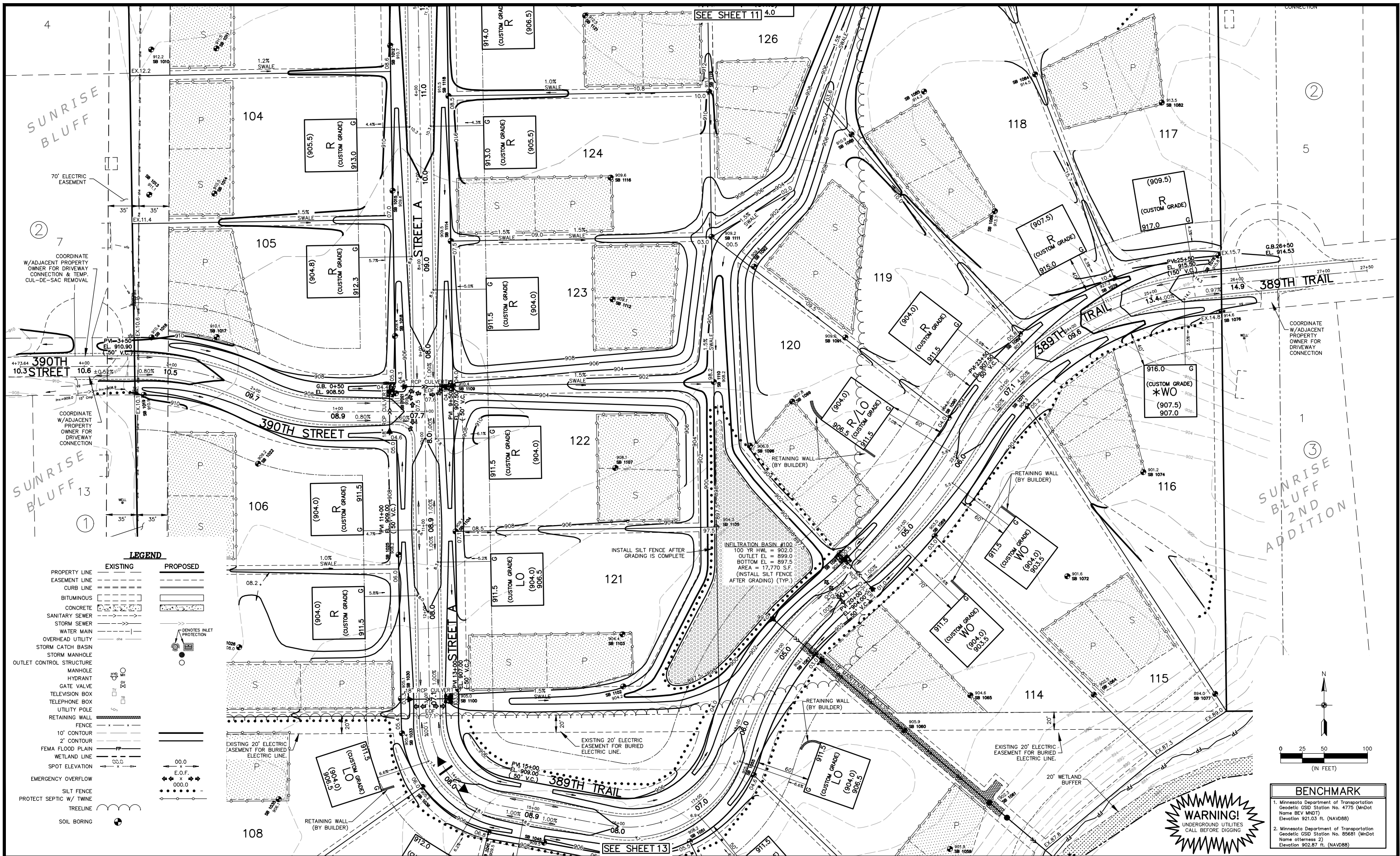
**SUNRISE BLUFF
3RD ADDITION**
North Branch, MN

**PRELIMINARY GRADING &
EROSION INDEX**

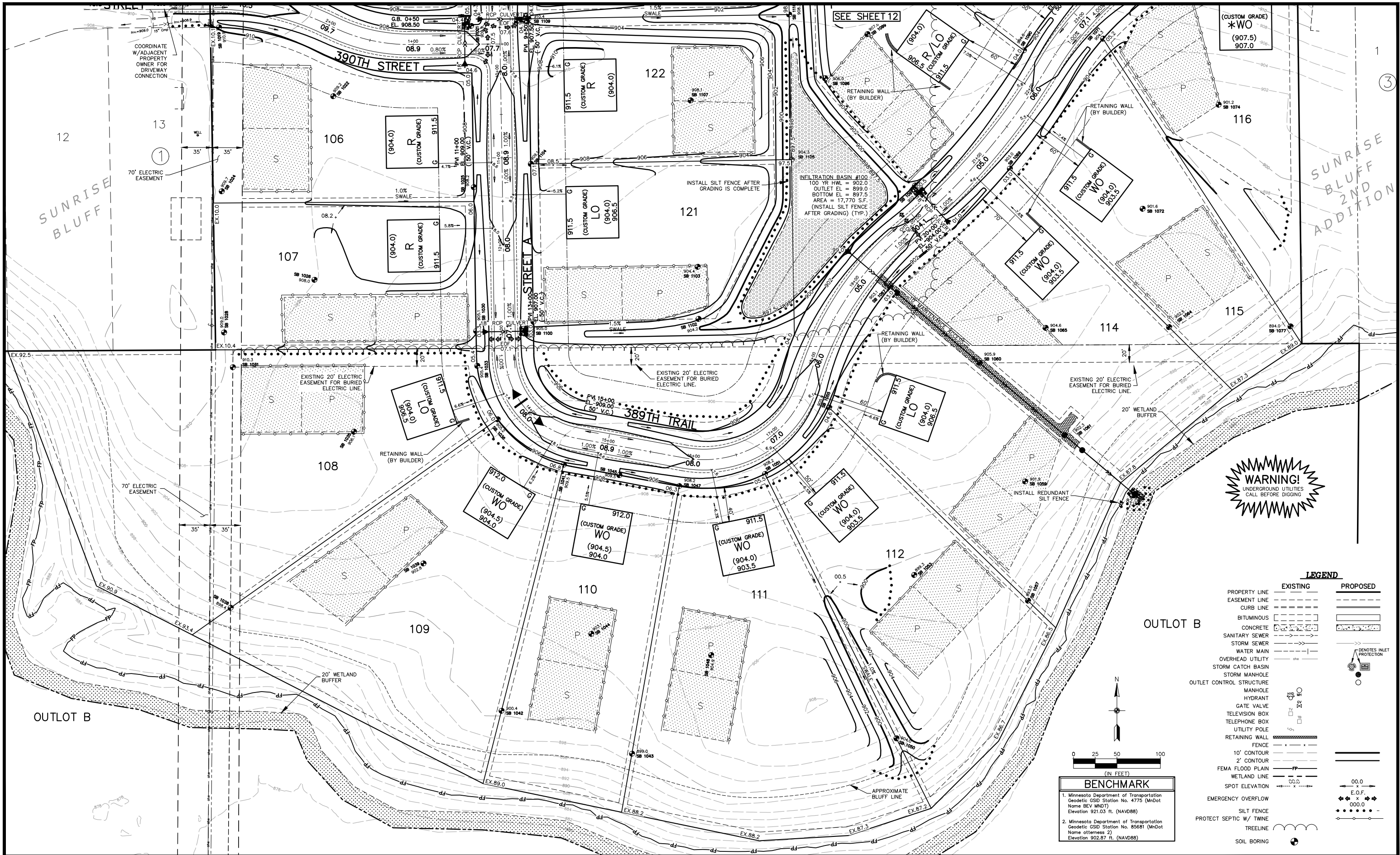
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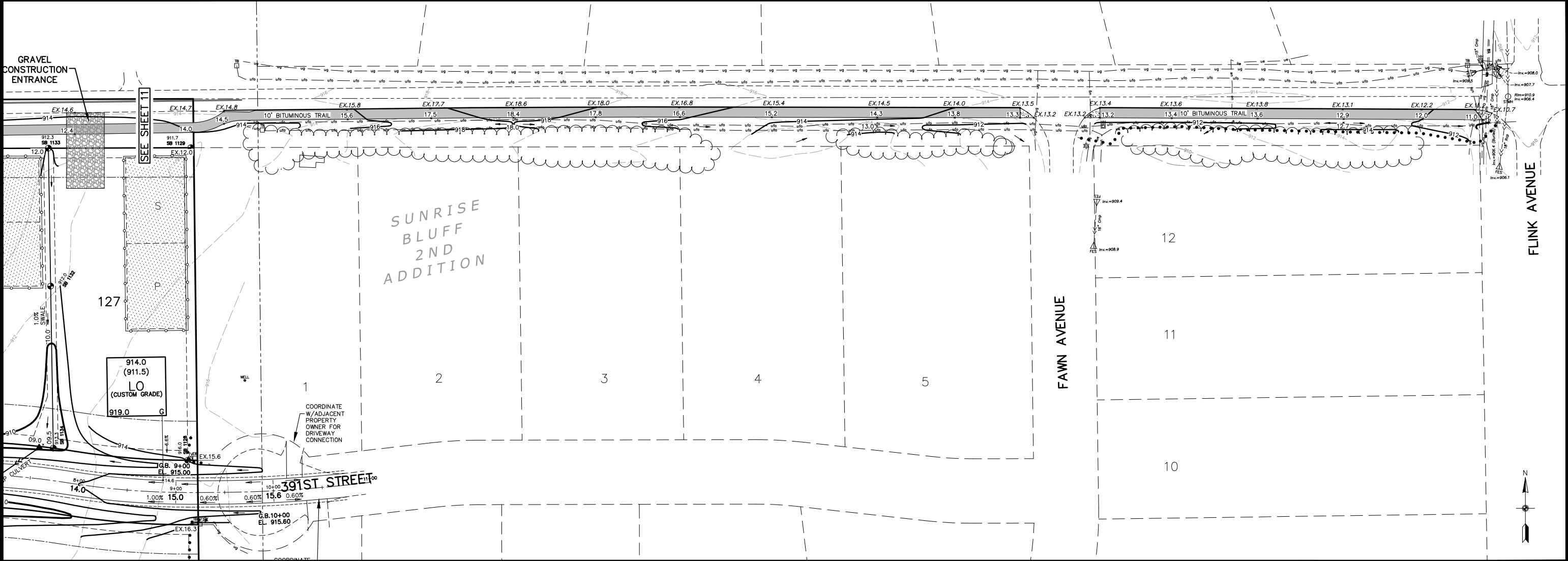
 CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DRIVE SUITE 100 BLAINE, MN 55449 TEL 763.488.7900 FAX 763.488.7999 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota		Print Name: Aaron D. Briski, P.E. Signature: <i>Aaron Briski</i> Date: 6/10/24 License #: 57811	Drawn: NJP Designed: ADB Date: 6/10/24	Revisions: 1. 8/5/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, MN	PRELIMINARY GRADING & EROSION CONTROL PLAN	11 of 16
		Source Data: 08/05/24 J:\106110721 - 10740\10740 - north branch sunrise creek\cad\3d\engineering\preliminary\10740_gr.dwg								



CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DRIVE SUITE 100 BLAINE, MN 55449 TEL 763.488.7900 FAX 763.488.7999 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota		Print Name: Aaron D. Briski, P.E. Signature: <i>Aaron Briski</i> Date: 6/10/24 License #: 57811	Drawn: NJP Designed: ADB Date: 6/10/24	Revisions: 1. 8/5/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, MN	PRELIMINARY GRADING & EROSION CONTROL PLAN	12 of 16
		Source Data: 08/05/24 F:\006\10721 - 10740\10740 - north branch sunrise creek\cad\c3d\engineering\preliminary\10740_gr.dwg WARNING! UNDERGROUND UTILITIES CALL BEFORE DIGGING BENCHMARK 1. Minnesota Department of Transportation Geodetic GSD Station No. 4775 (MnDot Name BEV MNDT) Elevation 921.03 ft. (NAVD88) 2. Minnesota Department of Transportation Geodetic GSD Station No. 85681 (MnDot Name ottens 2) Elevation 902.87 ft. (NAVD88)								

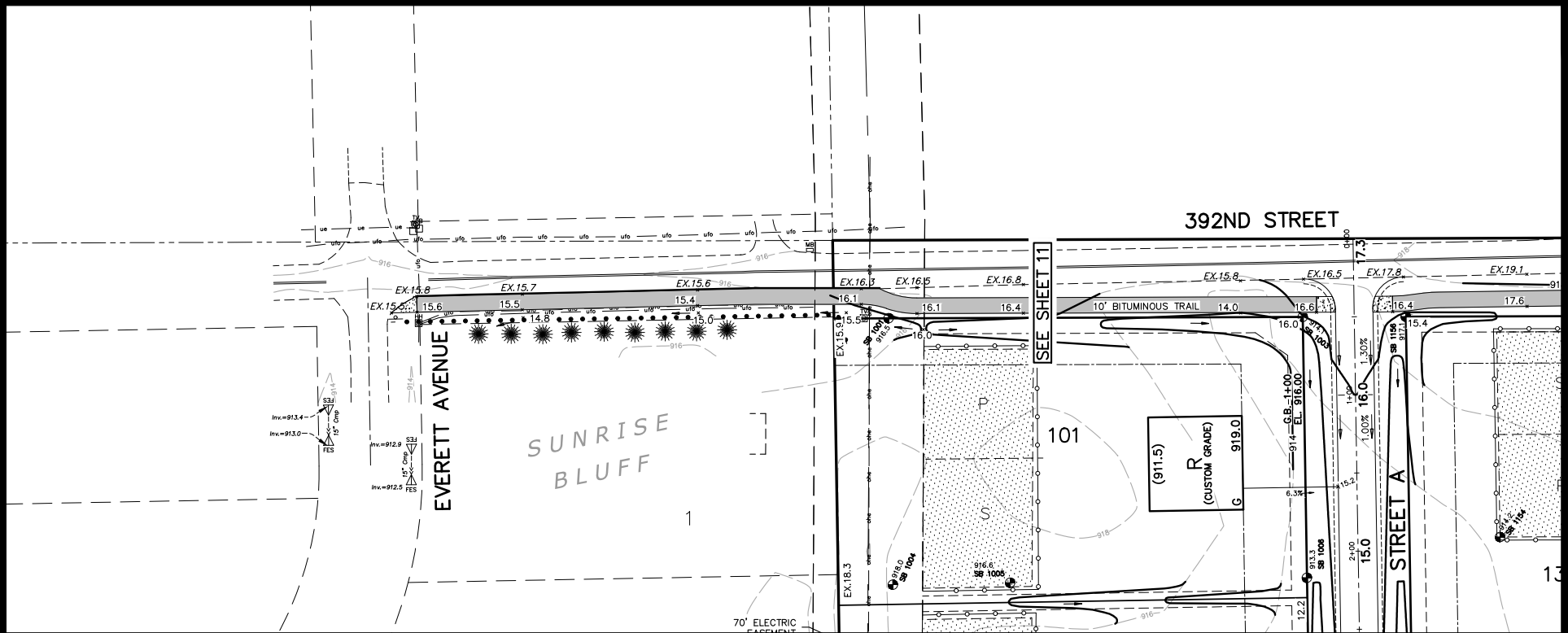


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		Source Data: 08/05/24 J:\106\10721 - 10740\10740 - north branch sunrise creek\cad\c3d\engineering\preliminary\10740_gr.dwg								



LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
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SPOT ELEVATION	---	---
EMERGENCY OVERFLOW	---	---
SILT FENCE	---	---
PROTECT SEPTIC W/ TWINE	---	---
TREELINE	---	---
SOIL BORING	---	---



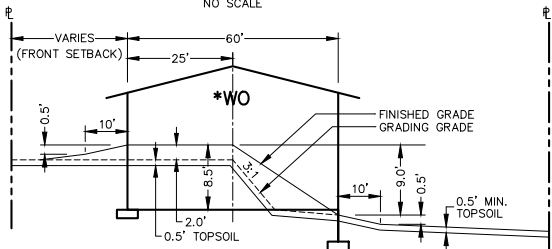
BENCHMARK

1. Minnesota Department of Transportation
Geodetic GSD Station No. 4775 (MnDot
Name BEV MND)
Elevation 921.03 ft. (NAVD88)

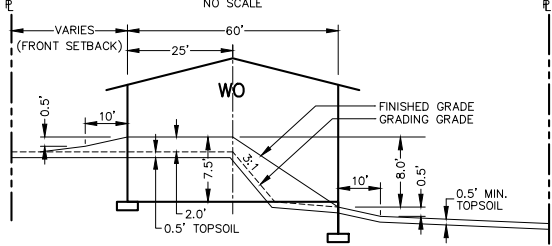
2. Minnesota Department of Transportation
Geodetic GSD Station No. 85681 (MnDot
Name alterness 2)
Elevation 902.57 ft. (NAVD88)

	CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DRIVE SUITE 100 BLAINE, MN 55449 TEL 763.488.7900 FAX 763.488.7999 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota		Print Name: Aaron D. Briski, P.E. Signature: <i>Aaron Briski</i> Date: 6/10/24 License #: 57811	Drawn: NJP Designed: ADB Date: 6/10/24	Revisions: 1. 8/5/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, MN	PRELIMINARY GRADING & EROSION CONTROL PLAN	14 of 16
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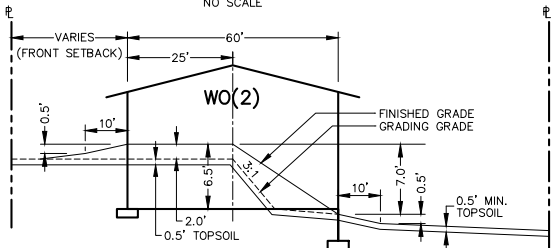
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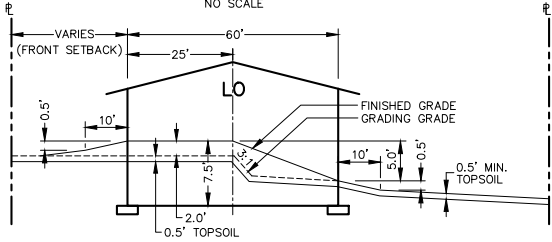
WALKOUT



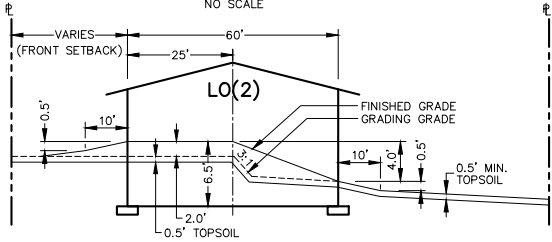
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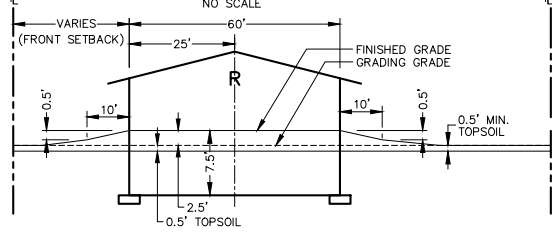
LOOKOUT



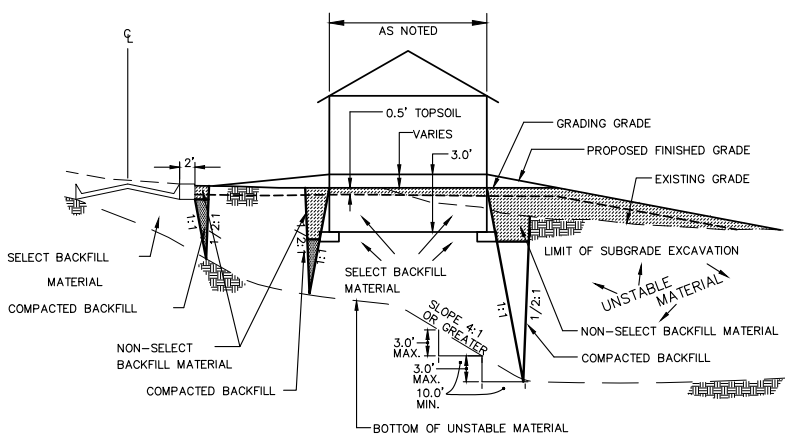
LOOKOUT



RAMBLER



SUBGRADE CORRECTION



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.

TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 7 DAYS.

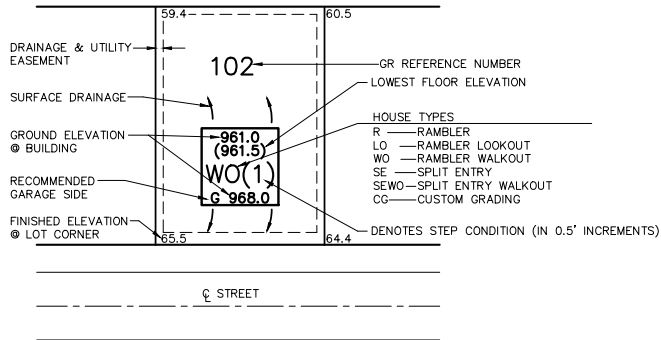
SEED: MNDOT MIXTURE 25-141 AT 60 POUNDS PER ACRE.

DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

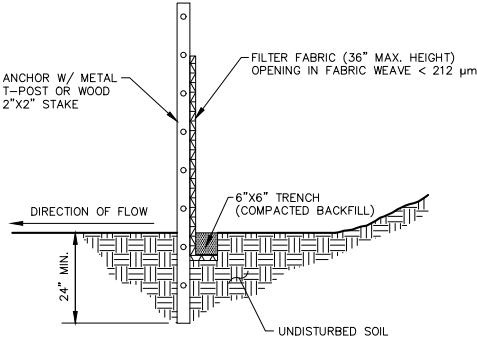
MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).

FERTILIZER: TYPE 1 10-10-10 AT 200 POUNDS PER ACRE.

GRADING PLAN LOT KEY



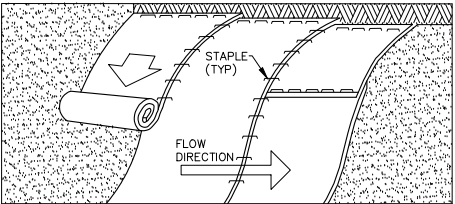
SILT FENCE



NOTES:

1. DIG A 6"x6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"x6" TRENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
6. SEE MNDOT SPECIFICATIONS 2573 & 3886.

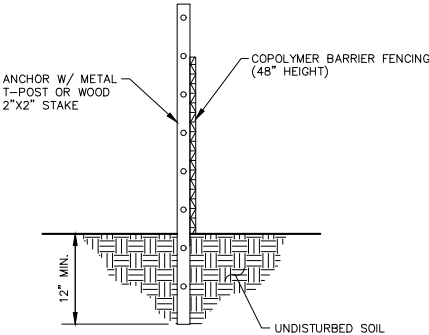
EROSION CONTROL BLANKET



NOTES:

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER AND/OR SEED.
2. BEGIN AT THE TOP OF THE SLOPE (OR CHANNEL) BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS DOWN (STARTING DOWNSTREAM PROCEEDING UPSTREAM) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH A MINIMUM 4" OVERLAP.
5. WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH MINIMUM 6" OVERLAP. USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART TO SECURE BLANKETS.
6. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER ENTIRE WIDTH OF THE CHANNEL. PLACE A SECOND ROW 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN.
7. THE TERMINAL ENDS OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

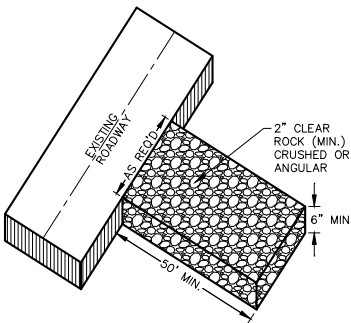
TREE FENCE

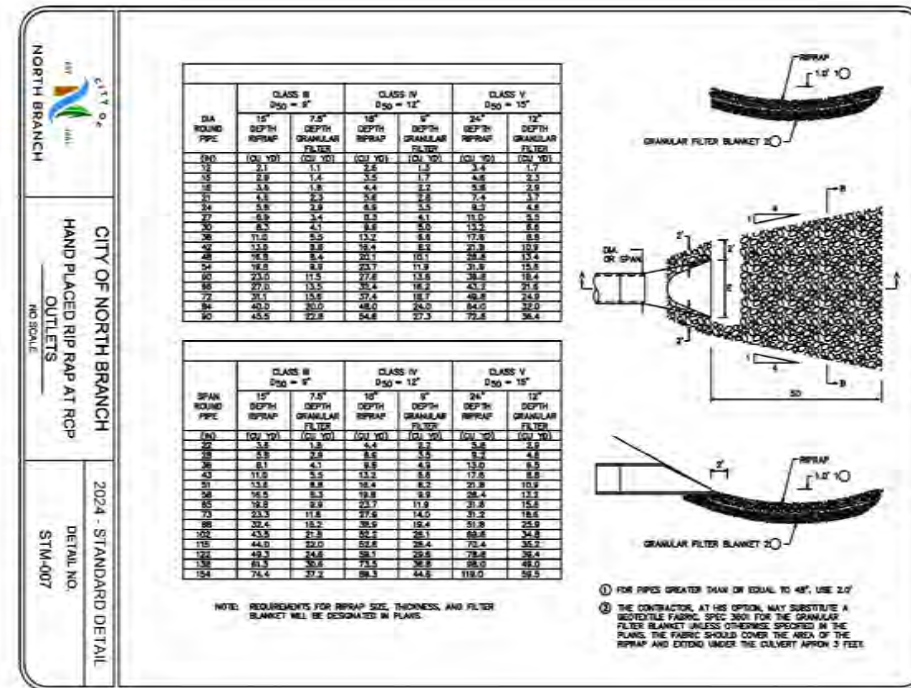
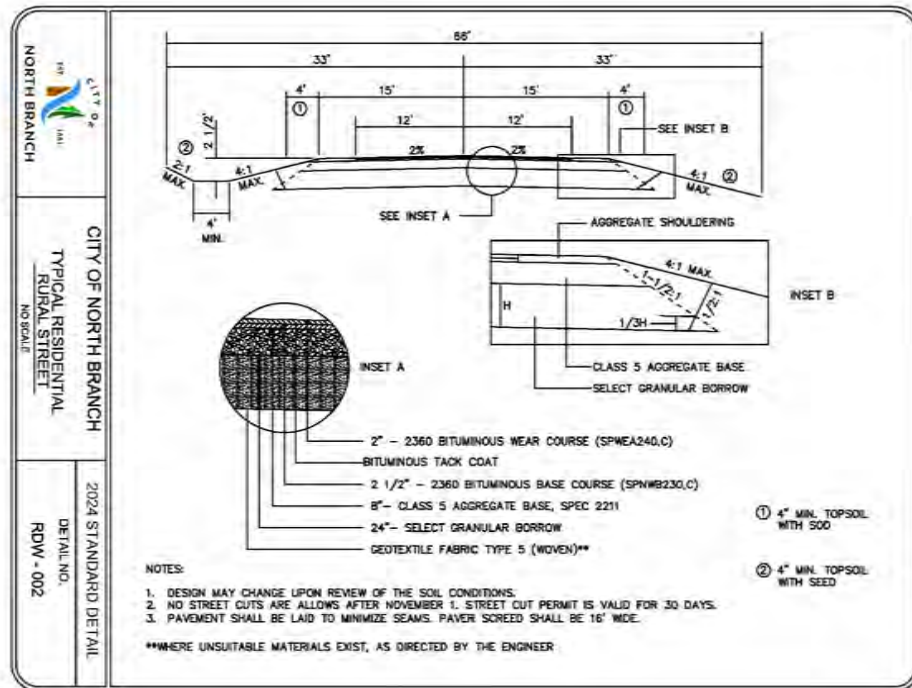
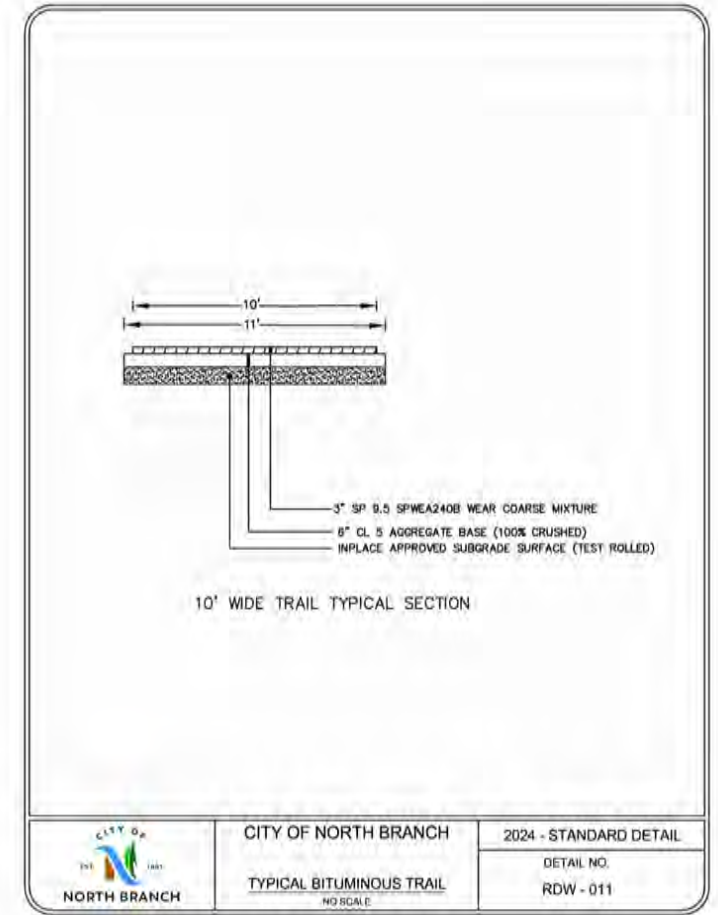
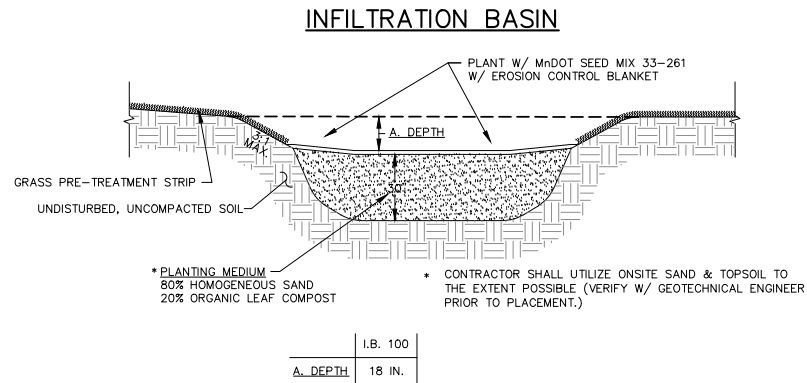


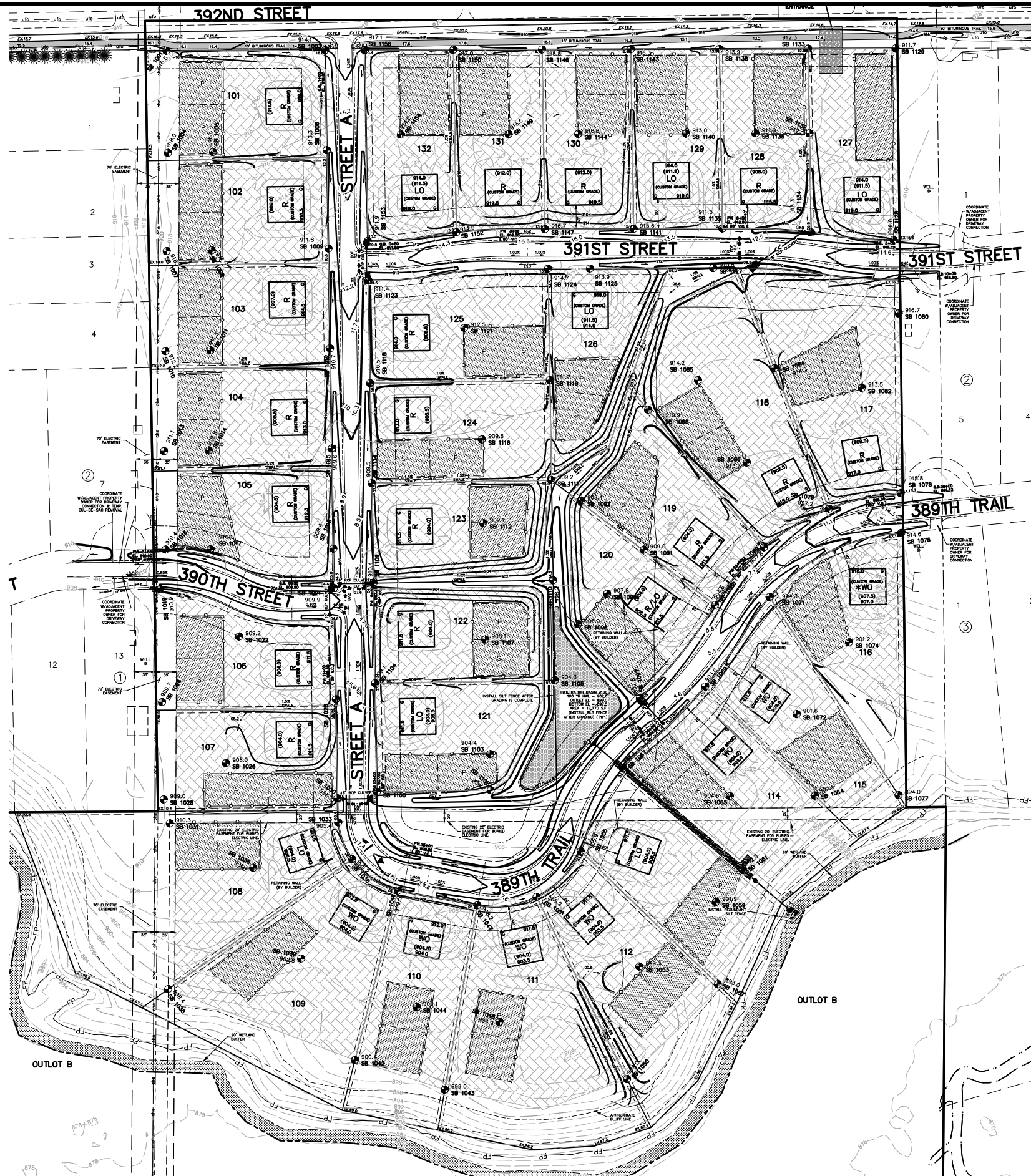
NOTES:

1. TREE FENCING SHALL BE PLACED A MINIMUM OF 1 FOOT PER CALIPER INCH OF TREE DIAMETER FROM TREE(S) THAT IS/ARE TO BE SAVED.
2. ANCHOR POST MAY BE SPACED UP TO 10 FEET APART.
3. SECURELY ATTACH TREE FENCE TO ANCHOR POSTS W/ MINIMUM OF TWO ATTACHMENTS PER POST.
4. SEE MNDOT SPECIFICATION 2572.

ROCK CONSTRUCTION ENTRANCE

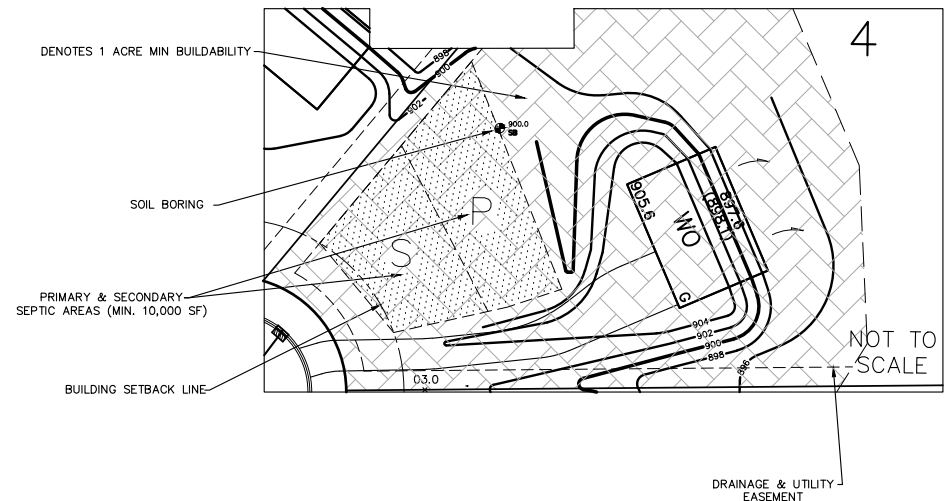






GRADING PLAN LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
BUILDING SETBACK LINE	---	---
CURB	---	---
BITUMINOUS	---	---
GRAVEL	---	---
CONCRETE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
STORM SEWER	---	---
WETLAND LINE	---	---
SPOT ELEVATION	00.0 x	00.0 x
EMERGENCY OVERFLOW	---	---
SILT FENCE	---	---
TREE FENCE	---	---
INLET PROTECTION	---	---
INFILTRATION AREA	---	---
WELL	---	---
LIGHT POLE	---	---
FLAG POLE	---	---
ELECTRIC BOX	---	---
TELEPHONE BOX	---	---
TELEVISION BOX	---	---
SIGN	---	---
SOIL BORING	---	---
TREE LINE	---	---
TREE	---	---



BUILDING SETBACKS

FRONT	40 FT
SIDE	10 FT
SIDE CORNER	30 FT
REAR	30 FT

NOTES:

ALL LOTS WILL MEET THE CITY'S LIVABILITY STANDARDS, UNLESS OTHERWISE NOTED IN THE CHART. LIVABILITY ELEVATIONS ARE DETERMINED AS FOLLOWS:

SEPTIC AREAS:
10,000 S.F. AREA 1 FT ABOVE MOTTLED SOILS IS BASED ON SOIL BORINGS AT THE CORNERS OF THE SEPTIC AREAS. ELEVATION OF MOTTLED SOIL FLUCTUATES FROM BORING TO BORING BUT THE ENTIRE AREA IS 1 FT OR MORE ABOVE MOTTLED SOIL.

BUILDABLE AREA:
1 ACRE (43,560 S.F.) OF BUILDABLE AREA THAT IS 1 FT. ABOVE UNSUITABLE SOIL WAS DETERMINED USING THE SAME METHOD AS ABOVE. THE 10,000 S.F. SEPTIC AREA IS INCLUDED IN THIS AREA REQUIREMENT.

BENCHMARK

- Minnesota Department of Transportation
Geodetic GSD Station No. 4775 (MnDot
Name BEV MNDT)
Elevation 921.03 ft. (NAVD88)
- Minnesota Department of Transportation
Geodetic GSD Station No. 65681 (MnDot
Name atterness 2)
Elevation 902.87 ft. (NAVD88)

CARLSON McCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55448
TEL 763.488.7900
FAX 763.488.7988
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Aaron D. Briski, P.E.
Signature: *Aaron Briski*
Date: 6/10/24 License #: 57811

Drawn: NJP
Designed: ADB
Date: 6/10/24

Revisions:
1. 6/5/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

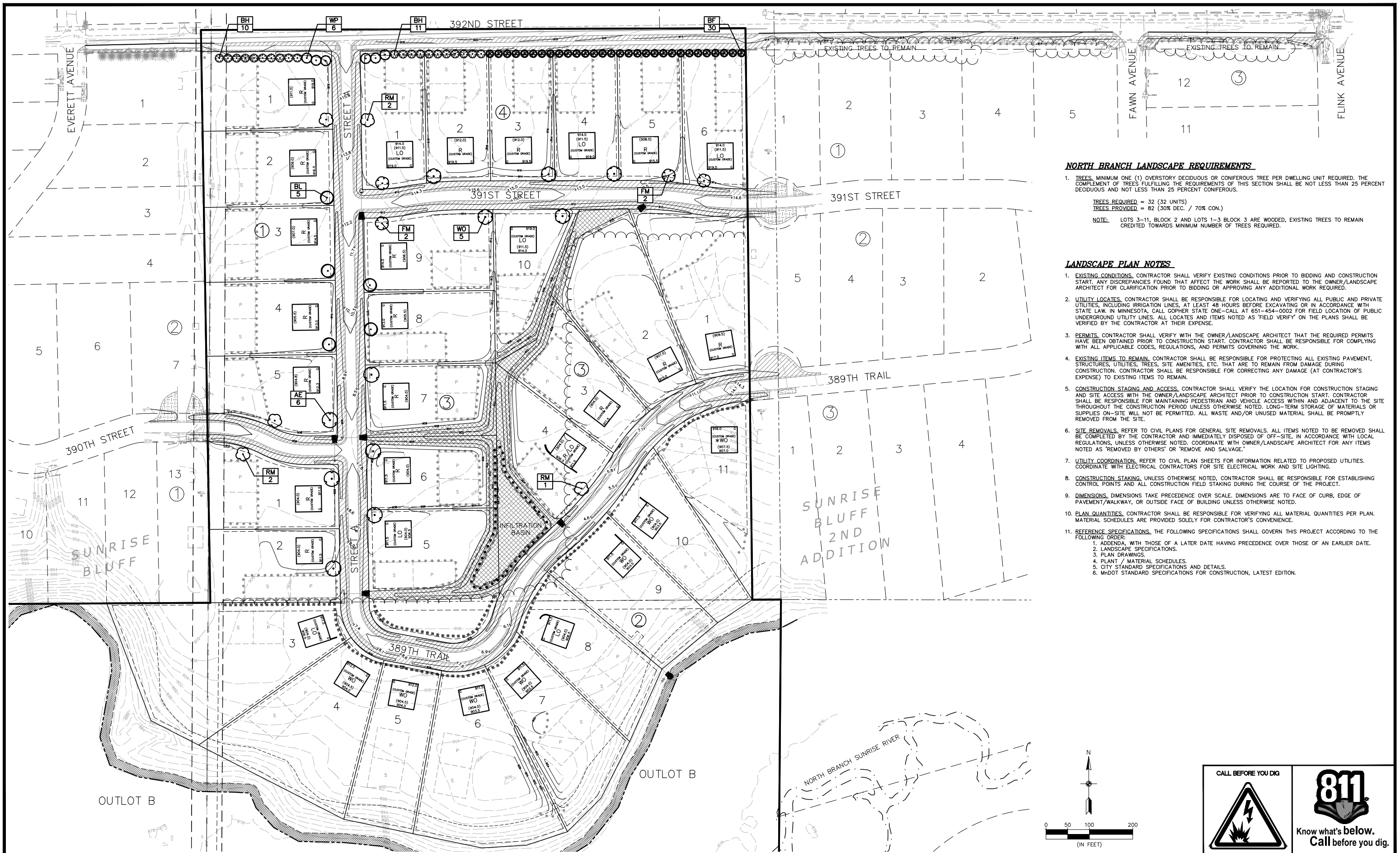
**SUNRISE BLUFF
3RD ADDITION**
North Branch, MN

LIVABILITY PLAN

B1
of
B2

LIVABILITY CHART - (SUNRISE BLUFF 3RD ADDITION)												
SOL BORINGS												
GRADING REFERENCE NUMBER	LOT AREA (AC.)	GROSS LIVABILITY AREA (SF)	ISTS AREA (SF) (INCLUDED IN LIVABILITY)	BORING NO.	BORING ELEVATION	BORING DEPTH	BOTTOM BORING ELEVATION	MOTTLES DEPTH	MOTTLES ELEVATION	PROPOSED LOWEST FLOOR ELEV.	HOUSE TYPE	RECOMMENDED GARAGE FLOOR ELEV.
101	1.25	43563	10667	1001	916.5	1.2	915.3	1.2	915.3	911.5	R	919.0
				1003	914.1	1.4	912.7	-	-			
				1004	918.0	1.4	916.6	-	-			
				1005	916.6	1.2	915.4	1.2	915.4			
				1006	913.3	1.4	911.9	-	-			
102	1.21	43560	10686	1004	918.0	1.4	916.6	-	-	909.0	R	916.5
				1005	916.6	1.2	915.4	1.2	915.4			
				1006	913.3	1.4	911.9	-	-			
				1007	918.7	1.6	917.1	-	-			
				1008	915.2	1.4	913.8	-	-			
103	1.19	43562	10699	1009	911.8	1.7	910.1	-	-	907.0	R	914.5
				1007	918.7	1.6	917.1	-	-			
				1008	915.2	1.4	913.8	-	-			
				1009	911.8	1.7	910.1	-	-			
				1010	912.2	1.3	910.9	-	-			
104	1.17	43560	10518	1011	911.5	1.4	910.1	-	-	905.5	R	913.0
				1010	912.2	1.3	910.9	-	-			
				1011	911.5	1.4	910.1	-	-			
				1012	910.7	1.6	909.1	-	-			
				1013	911.1	1.3	909.8	-	-			
105	1.12	43561	10487	1014	910.5	1.4	909.1	-	-	904.8	R	912.3
				1015	909.6	1.4	908.2	-	-			
				1016	910.4	1.3	909.1	-	-			
				1017	910.1	1.5	908.6	-	-			
				1018	909.4	1.5	907.9	-	-			
106	1.17	45378	10501	1021	909.9	1.4	908.5	-	-	904.0	R	911.5
				1019	910.9	1.2	909.7	1.2	909.7			
				1022	909.2	1.4	907.8	-	-			
				1024	909.7	1.2	908.5	1.2	908.5			
				1025	908.2	1.3	906.9	-	-			
107	1.16	45378	10500	1024	909.7	1.2	908.5	1.2	908.5	904.0	R	911.5
				1025	908.2	1.3	906.9	-	-			
				1026	908.0	1.3	906.7	1.3	906.7			
				1028	909.0	1.5	907.5	-	-			
				1030	905.1	1.3	903.8	-	-			
108	2.69	47976	10501	1031	910.3	1.6	908.7	1.6	908.7	904.0	LO	911.5
				1033	905.4	1.5	903.9	-	-			
				1035	906.1	1.4	904.7	-	-			
				1036	905.2	1.4	903.8	-	-			
				1038	898.4	1.4	897.0	-	-			
109	2.01	64043	10677	1036	905.2	1.4	903.8	-	-	904.5	WO	912.0
				1038	898.4	1.4	897.0	-	-			
				1039	902.8	1.3	901.5	-	-			
				1041	909.5	1.3	908.2	-	-			
				1042	900.4	1.3	899.1	-	-			
110	1.30	44088	10501	1041	909.5	1.3	908.2	-	-	904.5	WO	912.0
				1042	900.4	1.3	899.1	-	-			
				1043	899.0	1.3	897.7	-	-			
				1044	903.1	1.1	902.0	1.1	902.0			
				1047	908.2	1.3	906.9	1.3	906.9			
111	2.16	68352	10501	1043	899.0	1.3	897.7	-	-	904.0	WO	911.5
				1047	908.2	1.3	906.9	1.3	906.9			
				1048	904.9	1.3	903.6	-	-			
				1050	904.0	1.5	902.5	-	-			
				1051	908.2	1.4	906.8	-	-			
112	1.57	52037	10501	1050	904.0	1.5	902.5	-	-	904.0	WO	911.5
				1051	908.2	1.4	906.8	-	-			
				1053	899.3	1.3	898.0	-	-			
				1055	905.9	1.5	904.4	-	-			
				1057	893.0	1.3	891.7	-	-			
113	1.34	43574	10501	1055	905.9	1.5	904.4	-	-	904.0	LO	911.5
				1057	893.0	1.3	891.7	-	-			
				1059	901.9	1.2	900.7	-	-			
				1060	905.9	1.2	904.7	-	-			
				1061	902.3	1.5	900.8	1.5	900.8			
114	1.45	46554	10506	1067	903.1	1.25	901.9	-	-	904.0	WO	911.5
				1060	905.9	1.2	904.7	-	-			
				1061	902.3	1.5	900.8	1.5	900.8			
				1064	902.5	1.4	901.1	-	-			
				1065	904.6	1.6	903.0	-	-			
115	1.21	47027	10507	1067	903.1	1.25	901.9	-	-	904.0	WO	911.5
				1069	903.0	1.3	901.7	-	-			
				1071	904.3	1.3	903.0	-	-			
				1072	901.6	1.1	900.5	1.1	900.5			
				1077	894.0	1.3	892.7	-	-			
116	1.27	43774	10557	1071	904.3	1.3	903.0	-	-	907.5	*WO	916.0
				1074	901.2	1.3	899.9	-	-			
				1076	914.6	1.3	913.3	-	-			
				1077	894.0	1.3	892.7	-	-			
				1077	894.0	1.3	892.7	-	-			

LIVABILITY CHART - (SUNRISE BLUFF 3RD ADDITION)												
SOIL BORINGS												
GRADING REFERENCE NUMBER	LOT AREA (AC.)	GROSS LIVABILITY AREA (SF)	ISTS AREA (SF) (INCLUDED IN LIVABILITY)	BORING NO.	BORING ELEVATION	BORING DEPTH	BOTTOM BORING ELEVATION	MOTTLES DEPTH	MOTTLES ELEVATION	PROPOSED LOWEST FLOOR ELEV.	HOUSE TYPE	RECOMMENDED GARAGE FLOOR ELEV.
117	1.73	75193	10694	1078	915.8	1.5	914.3	-	-	909.5	R	917.0
				1079	927.2	1.3	925.9	-	-			
				1080	916.7	1.3	915.4	-	-			
				1082	913.5	1.3	912.2	-	-			
				1084	914.5	1.3	913.2	-	-			
				1127	910.8	1.5	909.3	-	-			
118	1.92	78753	10515	1079	927.2	1.3	925.9	-	-	907.5	R	915.0
				1084	914.5	1.3	913.2	-	-			
				1085	914.2	1.3	912.9	-	-			
				1086	913.7	1.2	912.5	-	-			
				1088	910.9	1.3	909.6	-	-			
				1089	907.8	1.3	906.5	-	-			
119	1.20	49636	10467	1127	910.8	1.5	909.3	-	-	904.0	R	911.5
				1088	910.9	1.3	909.6	-	-			
				1089	907.8	1.3	906.5	-	-			
				1090	904.6	1.4	903.2	-	-			
				1091	909.0	1.5	907.5	-	-			
				1092	909.4	1.6	907.8	-	-			
120	1.63	43891	10385	1090	904.6	1.4	903.2	-	-	904.0	R/LO	911.5
				1091	909.0	1.5	907.5	-	-			
				1092	909.4	1.6	907.8	-	-			
				1096	906.0	1.6	904.4	-	-			
				1097	902.8	1.4	901.4	-	-			
				1099	907.8	1.4	906.4	-	-			
121	1.98	46082	10668	1100	905.0	1.4	903.6	-	-	904.0	LO	911.5
				1102	904.2	1.7	902.5	-	-			
				1103	904.4	1.3	903.1	-	-			
				1104	909.1	1.3	907.8	-	-			
				1105	904.3	1.6	902.7	-	-			
122	1.15	43841	10650	1104	909.1	1.3	907.8	-	-	904.0	R	911.5
				1105	904.3	1.6	902.7	-	-			
				1107	908.1	1.4	906.7	-	-			
				1109	910.4	1.5	908.9	-	-			
				1110	908.2	1.4	906.8	-	-			
123	1.15	45243	10442	1109	910.4	1.5	908.9	-	-	904.0	R	911.5
				1110	908.2	1.4	906.8	-	-			
				1111	909.2	1.5	907.7	-	-			
				1112	909.1	1.3	907.8	-	-			
				1114	909.5	1.6	907.9	-	-			
124	1.15	50100	10500	1111	909.2	1.5	907.7	-	-	905.5	R	913.0
				1114	909.5	1.6	907.9	-	-			
				1116	909.6	1.4	908.2	-	-			
				1118	910.5	1.5	909.0	-	-			
				1119	911.7	1.5	910.2	-	-			
125	1.24	54225	10500	1118	910.5	1.5	909.0	-	-	906.5	R	914.0
				1119	911.7	1.5	910.2	-	-			
				1121	912.5	1.4	911.1	-	-			
				1123	911.4	1.7	909.7	-	-			
				1124	914.7	1.5	913.2	-	-			
126	1.08	46924	10230	1088	910.9	1.3	909.6	-	-	911.5	LO	919.0
				1111	909.2	1.5	907.7	-	-			
				1119	911.7	1.5	910.2	-	-			
				1124	914.7	1.5	913.2	-	-			
				1125	913.9	1.3	912.6	-	-			
				1127	910.8	1.5	909.3	-	-			
127	1.07	46801	10500	1128	916.0	1.5	914.5	-	-	911.5	LO	919.0
				1129	911.7	1.4	910.3	-	-			
				1132	912.0	1.4	910.6	-	-			
				1133	912.3	1.8	910.5	-	-			
				1134	913.3	1.8	911.5	-	-			
				1135	911.5	1.5	910.0	-	-			
128	1.03	43870	10500	1136	911.9	1.5	910.4	-	-	908.0	R	915.5
				1138	913.9	1.8	912.1	-	-			
				1135	911.5	1.5	910.0	-	-			
				1138	913.9	1.8	912.1	-	-			
				1140	913.0	1.7	911.3	-	-			
				1141	915.6	1.5	914.1	-	-			
129	1.02	44403	10500	1143	916.3	1.3	915.0	-	-	911.5	LO	919.0
				1141	915.6	1.5	914.1	-	-			
				1143	916.3	1.3	915.0	-	-			
				1144	918.8	1.4	917.4	-	-			
				1146	918.8	1.1	917.7	1.1	917.7			
130	1.02	44403	10375	1147	916.7	1.7	915.0	-	-	912.0	R	919.5
				1146	918.8	1.1	917.7	1.1	917.7			
				1147	916.7	1.7	915.0	-	-			
				1149	918.6	1.5	917.1	-	-			
				1150	917.0	1.7	915.3	-	-			
				1152	914.9	1.6	913.3	-	-			
131	1.02	44536	10500	1150	917.0	1.7	915.3	-	-	912.0	R	919.5
				1152	914.9	1.6	913.3	-	-			
				1153	911.9	1.4	910.5	-	-			
				1154	914.2	1.4	912.8	-	-			
				1156	917.1	1.4	915.7	-	-			
				1155	914.9	1.6	913.3	-	-			
132	1.07	46455	10500	1150	917.0	1.7	915.3	-	-	911.5	LO	919.0
				1152	914.9	1.6	913.3	-	-			
				1153	911.9	1.4	910.5	-	-			
				1154	914.2	1.4	912.8	-	-			
				1156	917.1	1.4	915.7	-	-			
				1155	914.9	1.6	913.3	-	-			



NORTH BRANCH LANDSCAPE REQUIREMENTS

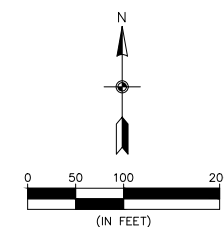
1. TREES, MINIMUM ONE (1) OVERSTORY DECIDUOUS OR CONIFEROUS TREE PER DWELLING UNIT REQUIRED. THE COMPLEMENT OF TREES FULFILLING THE REQUIREMENTS OF THIS SECTION SHALL BE NOT LESS THAN 25 PERCENT DECIDUOUS AND NOT LESS THAN 25 PERCENT CONIFEROUS.

TREES REQUIRED = 32 (32 UNITS)
TREES PROVIDED = 82 (30% DEC. / 70% CON.)

NOTE: LOTS 3-11, BLOCK 2 AND LOTS 1-3 BLOCK 3 ARE WOODED, EXISTING TREES TO REMAIN CREDITED TOWARDS MINIMUM NUMBER OF TREES REQUIRED.

LANDSCAPE PLAN NOTES

1. EXISTING CONDITIONS. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
2. UTILITY LOCATES. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL GOPHER STATE ONE-CALL AT 651-454-0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS "FIELD VERIFY" ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
3. PERMITS. CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
4. EXISTING ITEMS TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
5. CONSTRUCTION STAGING AND ACCESS. CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
6. SITE REMOVALS. REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS "REMOVED BY OTHERS" OR "REMOVE AND SALVAGE."
7. UTILITY COORDINATION. REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
8. CONSTRUCTION STAKING. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
9. DIMENSIONS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
10. PLAN QUANTITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
11. REFERENCE SPECIFICATIONS. THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
 1. ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
 2. LANDSCAPE SPECIFICATIONS.
 3. PLAN DRAWINGS.
 4. PLANT / MATERIAL SCHEDULES.
 5. CITY STANDARD SPECIFICATIONS AND DETAILS.
 6. MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.



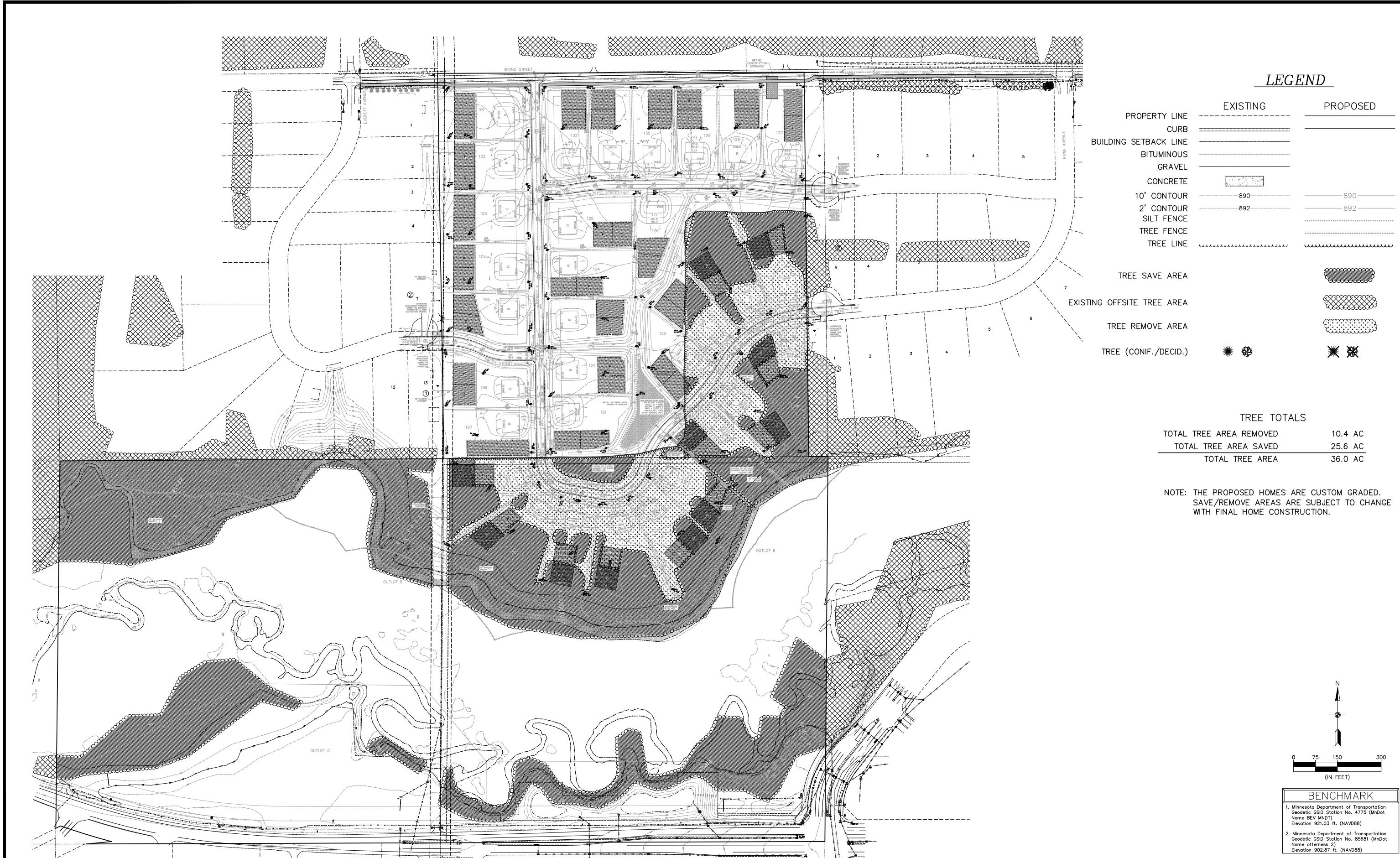


LANDSCAPE SPECIFICATIONS

- TREE PROTECTION.** ALL TREES NOT SPECIFICALLY NOTED OR MARKED ON SITE FOR REMOVAL SHALL REMAIN PROTECTED AND UNDISTURBED DURING CONSTRUCTION. TREE PROTECTION SHALL EXTEND TO THE DRIP LINE, WITHIN WHICH NO CONSTRUCTION ACTIVITY, MATERIAL STORAGE, OR VEHICLE PARKING SHALL BE PERMITTED. TREE PROTECTION FENCING SHALL BE ERCTED PRIOR TO CONSTRUCTION START PER PLANS OR AS DIRECTED BY OWNER/LANDSCAPE ARCHITECT AND SHALL CONSIST OF 4' TALL HEAVY DUTY ORANGE CONSTRUCTION FENCING WITH 6" STEEL FENCE POSTS SPACED 6' O.C. MAX.
- EROSION CONTROL.** REFER TO CIVIL PLAN SHEETS FOR STORMWATER POLLUTION PREVENTION PLAN (SWPPP), AND TEMPORARY AND PERMANENT STORMWATER BMPs, INCLUDING SILT FENCE, BIO-ROLLS, INLET PROTECTION, EROSION CONTROL BLANKETING, DUST CONTROL, SWEEPING AND ROCK CONSTRUCTION ENTRANCE. ALL DISTURBED AREAS SHALL RECEIVE PERMANENT STABILIZATION IN ACCORDANCE WITH THE LANDSCAPE PLAN WITHIN 7 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREA HAS CEASED. IN THE EVENT PERMANENT STABILIZATION CANNOT BE IMPLEMENTED WITHIN 7 DAYS, TEMPORARY STABILIZATION BMPs MUST BE IMPLEMENTED WITHIN 7 DAYS USING.
- CLEARING AND GRUBBING.** CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING ALL AREAS INDICATED AS BEING DISTURBED OR OTHERWISE SHOWN ON PLANS. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL AND DISPOSAL OF ALL TREES, STUMPS, BRUSH, GRASS, ROOTS AND OTHER ORGANIC MATERIAL AT AN APPROVED OFF-SITE DISPOSAL LOCATION.
- SOIL PREPARATION.** REFER TO GEOTECHNICAL REPORT FOR ANY REQUIRED SOIL CORRECTIONS, AMENDMENTS OR ADDITIONAL INFORMATION (IF APPLICABLE). EXISTING TOPSOIL SHALL BE STRIPPED FROM ALL DISTURBED AREAS AND STOCKPILED IN AN APPROVED LOCATION FOR RE-SPREAD. ALL AREAS WHERE SOIL HAS BEEN COMPACTED BY CONSTRUCTION ACTIVITY AND THAT ARE INDICATED TO BE SODDED, SEEDED OR PLANTING BED SHALL BE DE-COMPACTED TO A MINIMUM DEPTH OF 12 INCHES BY SOIL RIPPING, TILLING OR OTHER APPROVED SOIL LOOSENING METHOD.
- TOPSOIL MATERIAL.** ALL EXISTING, AMENDED OR IMPORTED TOPSOIL SHALL MEET THE REQUIREMENTS OF MNDOT TOPSOIL TYPE A. A MINIMUM 4 INCH DEPTH OF TOPSOIL SHALL BE PLACED ON ALL AREAS TO BE SODDED OR SEEDED. A MINIMUM 12 INCH DEPTH OF TOPSOIL SHALL BE PLACED WITHIN ALL PLANTING BED AREAS. ALL TOPSOIL SHALL BE FINE GRADED, RAKED AND DRAGGED TO PROVIDE A SMOOTH, UNIFORM SURFACE. TOPSOIL GRADES SHALL BE WITHIN .1 FEET OF INDICATED FINISHED GRADE AND SHALL BE TRUE TO GRADIENTS SHOWN ON PLANS. REFER TO CIVIL PLAN SHEETS FOR FILTRATION BASIN SOIL REQUIREMENTS.
- SEEDING AND TURF ESTABLISHMENT.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SEEDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SEEDING. SEEDS SHALL BE SOWN IN 2 PERPENDICULAR PASSES, EACH PASS AT ONE-HALF THE INDICATED RATE, VIA BROADCAST SPREADER, DROP SEEDER OR DRILL SEEDER. FOLLOWING SEED APPLICATION, INSTALL TYPE 3N EROSION CONTROL BLANKET ON ALL SLOPES GREATER THAN 4:1. IN ALL OTHER AREAS, APPLY HYDROMULCH COVER (MUST BE A SEPARATE OPERATION FROM SEEDING) AT A TARGETED DRY WEIGHT RATE OF 3500 LBS PER ACRE. SOIL SHALL BE KEPT MOIST DURING ESTABLISHMENT WITH ADDITIONAL RE-SEEDING AS NECESSARY TO ACHIEVE A HEALTHY, UNIFORM STAND OF GRASS, FREE OF WEEDS AND WITH COVERAGE EXCEEDING 75% IN ANY 10'x10' AREA PRIOR TO FINAL ACCEPTANCE.
- SODDING.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SODDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SODDING AND ROLL TOPSOIL TO CREATE A UNIFORM SURFACE FOR LAYING SOD. SOD SHALL NOT BE CUT MORE THAN 24-HOURS IN ADVANCE OF INSTALLATION. CONTRACTOR SHALL KEEP SOD MOIST FOR A MINIMUM OF 30 DAYS AND SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD UNTIL FINAL ACCEPTANCE.
- PLANT MATERIAL.** ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS. OWNER/LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION. NO SUBSTITUTION OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PLANT MATERIAL SUBSTITUTIONS.** ALL REQUESTS FOR PLANT SUBSTITUTIONS SHALL BE MADE IN WRITING TO THE OWNER/LANDSCAPE ARCHITECT AND MUST BE APPROVED BY THE CITY.

PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
TREES						
	RM	5	Acer rubrum `Northwood`	Northwood Red Maple	2.5" Cal.	B&B
	FM	4	Acer x freemanii `Sienna`	Sienna Glen Maple	2.5" Cal.	B&B
	WO	5	Quercus bicolor	Swamp White Oak	2.5" Cal.	B&B
	BL	5	Tilia americana `Boulevard`	Boulevard Linden	2.5" Cal.	B&B
	AE	6	Ulmus americana `Princeton`	American Elm	2.5" Cal.	B&B
CONIFEROUS TREES						
	BF	30	Abies balsamea	Balsam Fir	6' Ht.	B&B
	BH	21	Picea glauca densata	Black Hills Spruce	6' Ht.	B&B
	WP	6	Pinus strobus	White Pine	6' Ht.	B&B
GROUND COVERS						
	SOD	13,609 sf	Turf Sod Bluegrass	Kentucky Bluegrass	sod	
	TI	206,800 sf	Type I - Turf Seed Mix Refer to notes for acceptable seeding methods Seeding Rate 180 lb/ac	MnDOT Seed Mix 25-151	seed	
	TII	88,054 sf	Type II - Stormwater Pond Pollinator Seed Mix Refer to notes for acceptable seeding methods Seeding Rate 47.5 lb/ac	BWSR Stormwater Pond Pollinator NE	seed	

- PLANT INSTALLATION AND ESTABLISHMENT.** REFER TO STANDARD PLANTING DETAILS. CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER/LANDSCAPE ARCHITECT PRIOR TO PLANTING. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE.
- MULCH MATERIAL.** DOUBLE SHREDDED HARDWOOD MULCH OR ROCK MULCH AS INDICATED ON PLANS. ALL MULCH SHALL BE CLEAN AND FREE OF NOXIOUS WEEDS, SOIL, OR OTHER DELETERIOUS MATERIAL, AND SHALL BE INSTALLED OVER A NON-WOVEN GEOTEXTILE FABRIC (INCIDENTAL) OR OTHER APPROVED WEED BARRIER TO A MINIMUM SETTLED DEPTH OF 4". MULCH SHALL BE HELD BACK FROM PLANT STEMS/TRUNKS A MINIMUM OF 3". WOOD MULCH SHALL BE PLACED AROUND INDIVIDUAL TREES TO A 4' MINIMUM DIAMETER. MULCH SHALL BE INSTALLED WITHIN 48-HOURS OF PLANT INSTALLATION.
- LANDSCAPE EDGING.** INSTALL LANDSCAPE EDGING BETWEEN ALL MULCH AREAS AND TURF. EDGING SHALL BE COMMERCIAL GRADE BLACK POLYETHYLENE OR VINYL EDGING, 0.1 INCH THICK BY 5 INCHES DEEP, V-LIPPED BOTTOM, HORIZONTALLY GROOVED, 1-INCH ROUND TOP, EXTRUDED IN STANDARD LENGTHS, WITH 9-INCH STEEL ANGLE STAKES.
- MAINTENANCE.** MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE, INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE MOWING, TRIMMING, WATERING, FERTILIZING, WEED AND PESTICIDE CONTROL, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL RETAIN RESPONSIBILITY FOR ALL PLANT MATERIAL THROUGH THE COMPLETION OF THE WARRANTY PERIOD.
- WATERING.** UPON ESTABLISHMENT OF SEED AND INSTALLATION OF PLANTS, CONTRACTOR SHALL MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS AND TURF AREAS A MINIMUM OF ONCE A WEEK. MORE FREQUENT WATERING MAY BE REQUIRED DURING PERIODS OF HOT, DRY WEATHER. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER. IN THE ABSENCE OF PERMANENT IRRIGATION, TEMPORARY IRRIGATION, TREE WATERING BAGS, OR HAND-WATERING ARE ACCEPTABLE.
- NATIVE PLANT ESTABLISHMENT.** THIS PROJECT INCLUDES ONE OR MORE NATIVE PLANT SEED MIXES CONSISTING OF A VARIETY OF GRASSES, SEDGES AND FLOWERING FORBS. BECAUSE THESE PLANTS TYPICALLY HAVE A LONGER GERMINATION PERIOD, A COVER CROP SPECIES IS REQUIRED TO PROVIDE TEMPORARY COVER AND STABILIZATION. MAINTENANCE OF THESE SEEDED AREAS IS CRITICAL DURING THE FIRST SEVERAL YEARS TO ESTABLISH A SUCCESSFUL NATIVE PLANT COMMUNITY. SEEDED AREAS SHALL BE MOWED / WEED-WHIPPED TO A HEIGHT OF 6-10 INCHES IN MID-JULY AND EARLY SEPTEMBER DURING THE FIRST 2-3 YEARS OF ESTABLISHMENT. IN ADDITION, ALL NON-NATIVE SPECIES / WEEDS SHALL BE SPOT SPRAYED NO LESS THAN 3 TIMES A YEAR WITH HERBICIDE BY A LICENSED APPLICATOR. RE-SEEDING AS NECESSARY SHALL OCCUR IN MAY. A NATIVE PLANT COMMUNITY SHALL BE CONSIDERED SUCCESSFULLY ESTABLISHED NO SOONER THAT 3 YEARS AFTER INITIAL SEEDING - ONCE THE COVER CROP HAS BEEN SUFFICIENTLY REPLACED BY NATIVE PLANTS AND THE AREA IS FREE OF ALL NON-NATIVE AND INVASIVE SPECIES. AT THIS TIME, MAINTENANCE CAN BE REDUCED TO MOWING / WEED-WHIPPING TO A HEIGHT OF 6-10 INCHES ONCE A YEAR IN EARLY SEPTEMBER AND SPOT SPRAYING OF HERBACIDE ONLY AS NEEDED.
- FINAL ACCEPTANCE.** UPON SUBSTANTIAL COMPLETION OF THE WORK, CONTRACTOR SHALL REQUEST FINAL ACCEPTANCE OF THE WORK IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT. IF ANY WORK IS FOUND TO BE INCOMPLETE OR UNSATISFACTORY IN THE OPINION OF THE OWNER/LANDSCAPE ARCHITECT, A WRITTEN PUNCH LIST WILL BE PREPARED LISTING ALL ITEMS THAT REQUIRE COMPLETING OR CORRECTING BEFORE FINAL ACCEPTANCE.
- WARRANTY.** ALL PLANTS, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND MATERIAL.





**CITY OF
NORTH BRANCH**

DEVELOPMENT REVIEW LETTER
COMMUNITY DEVELOPMENT DEPARTMENT

6408 ELM STREET | NORTH BRANCH, MN 55056
O: (651) 674-8113 | F: (651) 674-8262

Date: 07/18/2024

To: Larry Beach Construction Inc
4731 400th Street
North Branch, MN 55056

From: Colette Baumgardner, WSB, City Planner

Re: Sunrise Bluff 3rd Addition

The City of North Branch received your Zoning and Land Use applications, requesting Preliminary Plat approval for Sunrise Bluff 3rd Addition. The Preliminary Plat proposes 32 lots located South of 392 St between Everett Ave to the West and Fawn Ave to the East.

City staff have completed the zoning review of plans; comments are attached. Engineering comments were sent on July 10, 2024. Upon review of the application, City staff found that some of the lots do not meet the required lot depth or contiguous, buildable acreage. Please provide updated plans that reflect these requirements or request for a variance from the City Code.

We look forward to working with you through the development process.

Colette Baumgardner
WSB, Graduate Community Planner



Planning

General Comments

- Propose street name aligned with City naming standards for review and verification by City staff.
- The building pads on Lots 5,6,7 and 10 of Block 2 are significantly setback from the street with limited to no area in the rear yard for a structure. The City does not allow for accessory structures such as sheds in front of the principal structure, and structures are not permitted in the 30' bluff setback. Please consider this restriction on accessory structures in the development of these lots.

Preliminary Plat

- Lots 1, 2, 3, and 10 of Block 3 do not meet the lot depth requirements as measured from the shortest point to the street right-of-way. Provide updated plans that meet the 300' depth requirement.

Lot depth means the shortest horizontal distance between the front lot line and the rear lot line measured from a 90-degree angle from the street right-of-way within the lot boundaries

- The City Code requires one acre of contiguous, buildable land within the Rural Residential district. Lot 7 and Lot 9 of Block 2 have non-standard easements that cut through the center of each lot, and these lots do not meet the buildable land requirement. Please submit a variance application to correspond with this request. The public hearing for the variance will occur when the application is presented to the City Council.

Buildable Acre means 43,560 square feet of contiguous undisturbed land excluding surface waters, wetlands, flood plains, slopes greater than 18%, non-standard easements and where depth to mottled soil is at least 1 foot must be identified on each lot. Each lot must include 10,000 square feet of percolation tested soils that are suitable for type 1 SSTS (standard septic system).

- Provide the acres of buildable land to calculate density. The maximum allowable density is 1 unit per buildable acre as defined in Section 66-210. See definition of buildable acre above. In addition to the non-standard easements, it appears there are areas that exceed the 18% slope in the bluff zone area.
- The outlots as shown do not follow the zoning designations. Please rezone to have the zoning align with the lot lines.
- Provide grading estimate for the construction of the culvert on Lot 7 of Block 2. This culvert appears to be within the bluff impact zone, so grading is restricted.
- Provide estimated impervious surface calculations for each lot.

- Provided updated plans showing differentiation between the rear property line and the floodplain line for Lots 3-11 of Block 2.
- Provide a plan with proposed contour labels under the buildings.
- The tree preservation plan does not take into account the tree removal associated with the construction of each home and driveway. Provide an updated plan that shows planned tree removal associated with the home construction as well.
- Provide the size and type trees on Lots 3-11 of Block 2 and Lots 1 - 3 of Block 3 that are to be counted toward the required number of trees. Per Section 66-974 of the City Code, the existing trees on the lot can count toward the required number of trees, if this information is provided.

Public Works & Engineering

- See engineering memo dated July 2, 2024.
- Update the plans to show the three retention basins will be covered with an erosion control blanket to aid with future vegetation in the basins.

Parks

- The PTOS Commission recommended the acceptance of the dedication of Outlot B in Sunrise Bluff 3rd Addition along with Outlot A of Sunrise Bluff 2nd Addition to the city and for the developer to construct a 10' bituminous trail on the south side of 392nd Street from Everett Avenue to Flink Avenue for park dedication requirements.

Public Safety

None.

Memorandum

To: North Branch Development Review Committee

From: Justin Messner, WSB

Date: July 2, 2024

Re: Sunrise Bluff 3rd Addition Plan Review
WSB Project No. 025975-000

Plans were resubmitted for the proposed Sunrise Bluff 3rd Addition development in the City of North Branch, Chisago County. The project is located to the north of State Highway 95, south of 392nd Street and west of Flink Avenue. Engineering review comments were generated from the following documents:

- Sunrise Bluff 3rd Addition, Preliminary Plat Plans, Carlson McCain, dated 6/10/24

The following items should be addressed including the redline comments on the submitted plans.

General

1. Submit for and provide copies to the City of all required permits from regulatory agencies (MCES, Minnesota Pollution Control Agency, Minnesota Department of Health, etc.)
 - a. Note a SWPPP should be provided in future submittals based on a disturbance area over one acre.
2. Address all redlines on the attached Civil Plans and review memo below. Provide a response memo that explains how each comment was addressed.
3. Use current City Standard Detail Plates for all City facilities and where applicable.
<http://www.ci.north-branch.mn.us/NORTH%20BRANCH%20City%20Spec%20ENTIRE%20April%202024.pdf>

Existing Conditions Plan

4. Show the area of the FEMA Flood Zone A per FIRM panel 27025C0145D.

Preliminary Plat

5. Show required setbacks and buffers for the wetland.
6. Include the disturbed area on the plans.

Site/Utility Plan

7. Pedestrian ramps to meet ADA requirements.
8. Provide approximate well locations.
9. Clarify how the bituminous trail on the north side of Sunrise Bluff 2nd will be distinguished from the driving lanes of the roadway.
10. Relocate or provide easement for the existing overhead electric utility on the west side of the development.
11. Provide road profile and typical section
 - a. Show all horizontal and vertical curves.
 - b. Horizontal and vertical curves to meet 30 MPH design criteria or reduced speed signs should be provided..

Grading and Erosion Control Plans

12. Driveways are not currently shown on the plans. Confirm if driveway culverts are needed and provide sizing information for any culverts proposed.
13. Confirm construction entrance location(s) shown on plans.
14. Confirm the basin HWLS are fully encompassed under drainage and utility easement for Infiltration Basin 200 and 300.
15. Low floor elevations of building pads should be set a minimum of 2' higher than the adjacent basin HWLS.
16. Low opening elevations of building pads should be set a minimum of 1.5' higher than the adjacent EOFs.
17. Swales should be a minimum of 2%.
18. Drainage swales should be fully within the drainage and utility easement.
19. The top and bottom elevation of the proposed retaining wall on Lot 114 should be noted on the plans.
20. Note the proposed contour labels under the buildings to ensure the contours match the ground elevations.
21. Clarify the existing and proposed contours on the plan (dashed-screened; solid-screened; solid-bold)
22. Confirm the existing electric easement can be used for City maintenance access to the proposed storm sewer outlet.
23. Note the proposed invert elevations for the proposed culvert on Lot 112.
24. Riprap should be shown on the grading and erosion control plans.
25. Install perimeter control around the wetland limits.
26. It should be confirmed if the FEMA floodplain linework is shown on the grading plans currently. If not, this should be added.

Details

27. Clarify the configuration and dimensions of the Rambler home type in the detail with what is shown in the grading plan.
 - a. Show the ground elevation of the rambler style homes on the backside of the home in the grading plan even if it's the same as the front.
 - i. On the grading plans currently only a lowest floor is called out on the backside of the rambler style homes.

Storm Sewer/Surface Water Management

28. Proposed culverts should be shown in profile view as part of final plat plans. Provide sizing calculations for proposed culverts.
29. Soil observation logs were provided however they only extend less than 2 feet below the existing ground surface which does not meet the NPDES permit requirement to be able to confirm there is a minimum of 3 feet separation between the bottom of the proposed infiltration basins and groundwater.
30. Pretreatment is required prior to the infiltration basins; it should be noted in the drainage report how pretreatment is being provided.
31. Reference to the basins providing permanent pool storage of the 2.5" rainfall event should be removed from the drainage report as this is not applicable for infiltration basins.
32. Provide electronic copies of HydroCAD models in future submittals to aid in review.

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



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/12/2024

Board & Commission: City Council

Subject: Resolution R-77-2024 - Approval of Sunrise Bluff 3rd Addition Preliminary Plat

Planning Commission Recommendation and Requested Action

Motion to approve Resolution R-77-2024 Approving the Preliminary Plat as proposed by Larry Beach Construction, Inc for the Sunrise Bluff 3rd Addition with conditions and findings of fact as presented by staff.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-77-2024

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR SUNRISE BLUFF
3RD ADDITION BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH,
MINNESOTA**

WHEREAS, the Applicant, Larry Beach Construction, applied for a preliminary plat approval on June 12, 2024, for the property described in Exhibit A; and,

WHEREAS, the developing area of the subdivision was guided for Rural Residential use in the Comprehensive Plan in Resolution 20-2024; and

WHEREAS, the developing area of the subdivision was zoned for Rural Residential use on the zoning map in Ordinance 368-24; and,

WHEREAS, on July 22, 2024, after being published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on July 22, 2024, at an official public hearing, the Planning Commission considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and

WHEREAS, on July 22, 2024, the Planning Commission unanimously recommended approval of the Preliminary Plat; and,

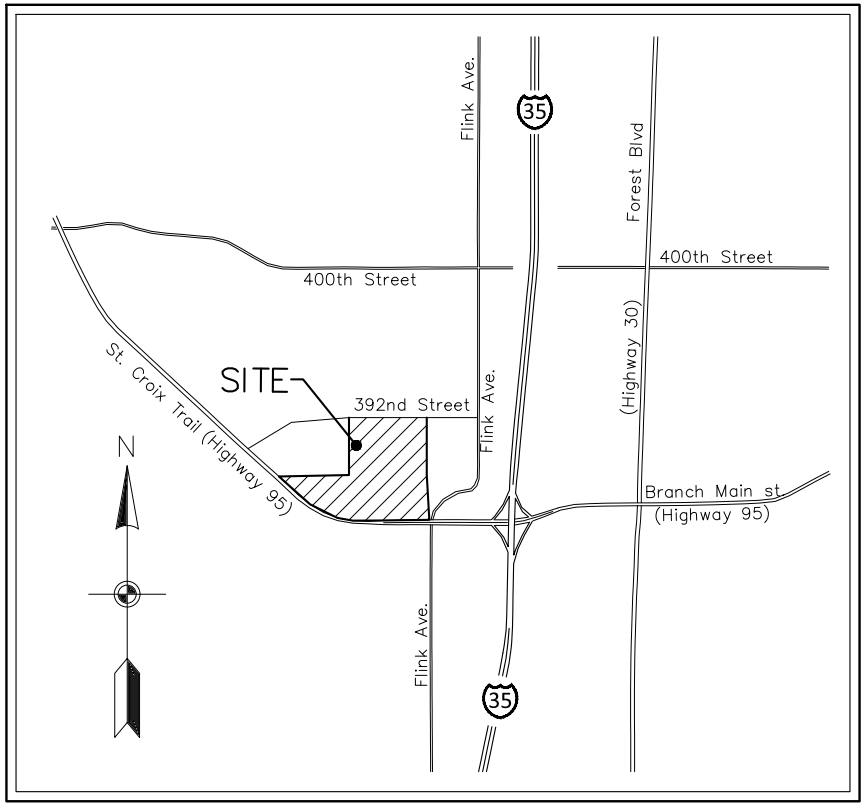
WHEREAS, on August 15, 2024, the City Council considered the requested preliminary plat and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

**NOW THEREFORE, BE IT RESOLVED BY THE NORTH BRANCH CITY COUNCIL OF
NORTH BRANCH, MINNESOTA, HEREBY APPROVES THE REQUESTED
PRELIMINARY PLAT FOR SUNRISE BLUFF 3RD ADDITION BASED ON THE
FOLLOWING FINDINGS OF FACT:**

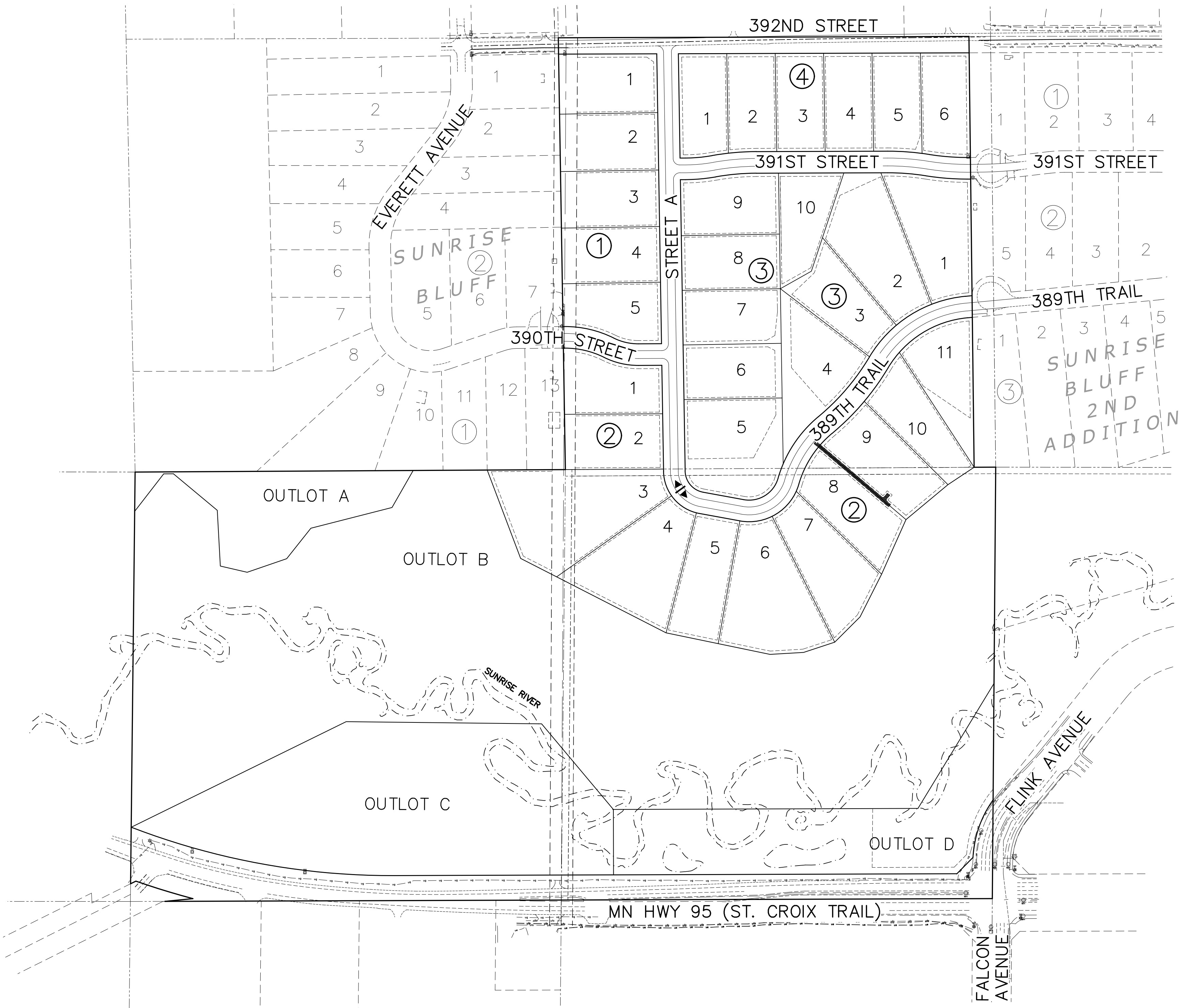
1. The Applicant shall work with the Engineer to address any Engineering concerns or revisions provided in the Engineering memo dated July 2, 2024.
2. The Applicant shall work with the Planner to address any Planning concerns or revisions listed in the Planning Review Memo dated July 17, 2024.
3. Approval of this request is subject to the concurrent approval of the variance requested for Lot 9, Block 2.
4. Park dedication shall be satisfied at the time of final plat.
5. The applicant is responsible for all fees related to the review of this application.
6. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.

SUNRISE BLUFF 3RD ADDITION

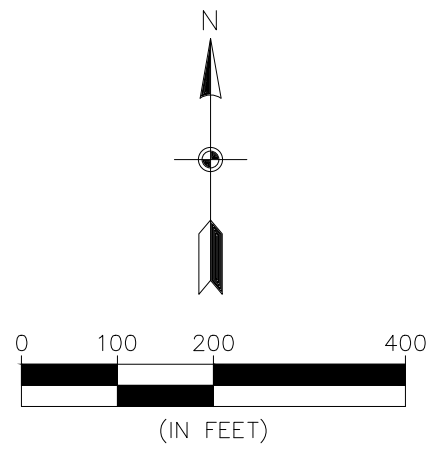
NORTH BRANCH, MINNESOTA



VICINITY MAP
NOT TO SCALE



SHEET INDEX	
1.	COVER
2.	EXISTING CONDITIONS
3.	PRELIMINARY PLAT INDEX
4-8.	PRELIMINARY PLAT
9.	PRELIMINARY SITE & UTILITY PLAN
10.	PRELIMINARY GRADING INDEX
11-14.	PRELIMINARY GRADING & EROSION CONTROL PLAN
16.	DETAILS
B1-B2.	LIVABILITY PLAN
L1-L2.	LANDSCAPE PLAN
T1.	TREE PRESERVATION PLAN



BENCHMARK
1. Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MN01) Elevation 921.03 ft. (NAVD88)
2. Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name ottensness 2) Elevation 902.87 ft. (NAVD88)

CALL BEFORE YOU DIG

811

Know what's below.
Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

CARLSON MCCAIN

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Aaron D. Briski, P.E.
Signature: *Aaron Briski*
Date: 6/10/24 License #: 57811

Drawn: NJP
Designed: ADB
Date: 6/10/24

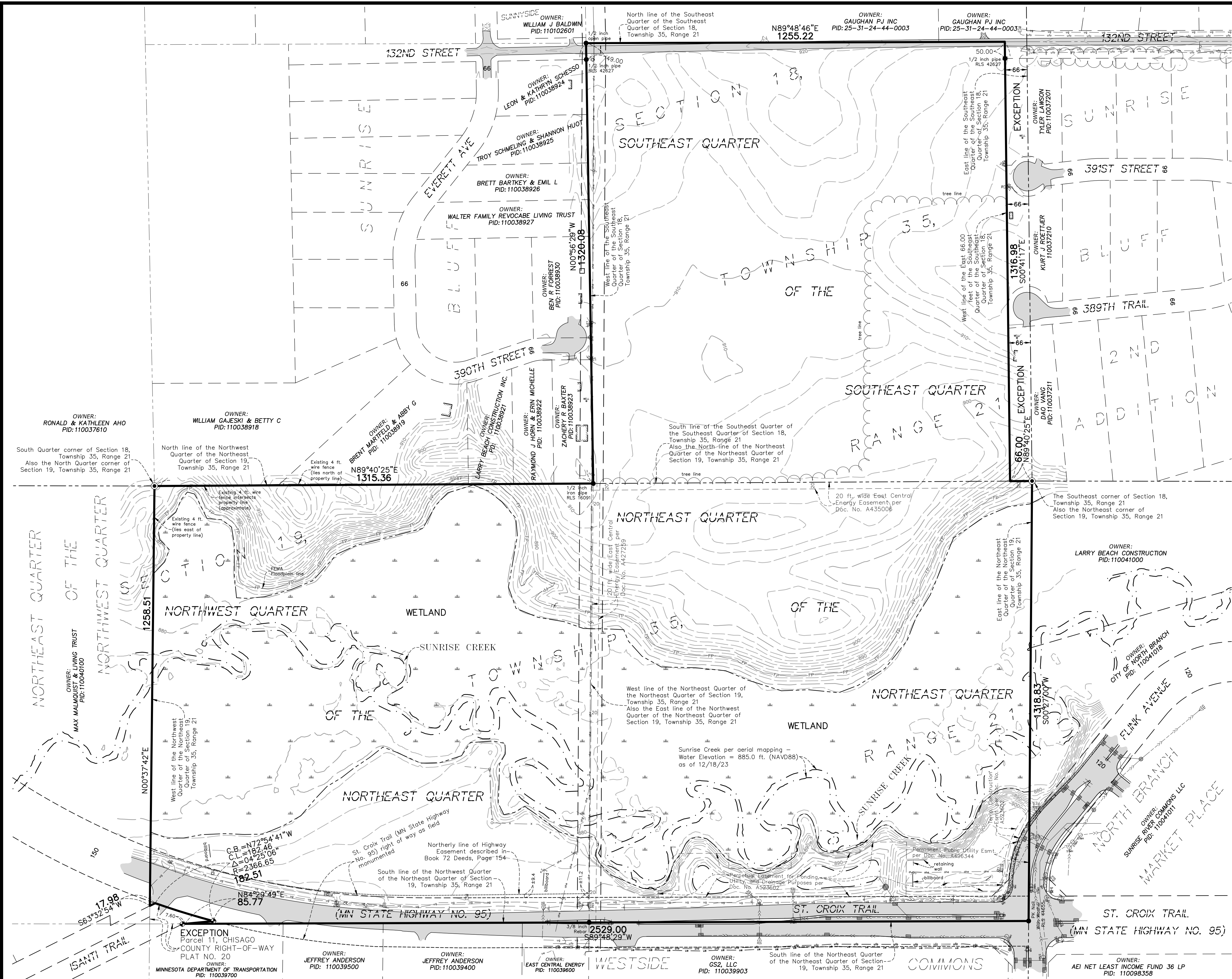
Revisions:
1. 8/5/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

**SUNRISE BLUFF
3RD ADDITION**
North Branch, MN

COVER

1
of
16



PARCEL DESCRIPTION:
(Per Title Commitment File No. 688066, dated May 27, 2024 at 7:00 A.M. prepared by Land Title, Inc., issuing agent for First American Title Insurance Company)

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), in Section Nineteen (19), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.

AND

The Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Nineteen (19), Township 35, Range 21, except Parcel 11 of Chisago County Right-of-Way Plat No. 20, Chisago County, Minnesota

AND

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4), less and excepting therefrom the East Sixty feet (E 66') thereof, Section Eighteen (18), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota

(abstract property)

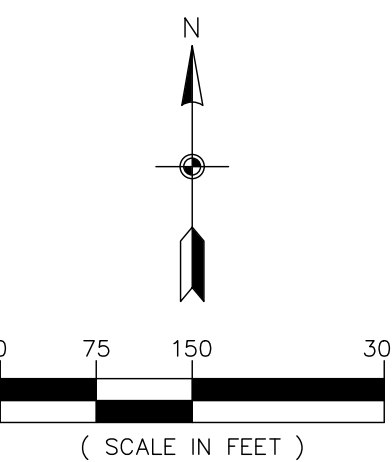
- GENERAL NOTES:
- The field work for this survey was completed on April 17, 2024.
 - Bearings shown are based on the East line of the NE 1/4 of the NE 1/4 of Section 19. Township 35, Range 21, Chisago County, Minnesota, which is assumed to bear S00°27'00"W.
 - Surveyed property contains ±117.27 acres.
 - Above ground utilities have been field located as shown. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002).
 - The following easements are proposed to be released, confined or amended:
 - Easement in favor of The Rural Cooperative Power Association per Doc. No. 126707.
 - Easement in favor of The Rural Cooperative Power Association per Doc. No. 127291.
 - Easement in favor of The Rural Cooperative Power Association per Doc. No. 126474.
 - Easement in favor of City of North Branch per Doc. No. A523602 (over Parcel B only).
 - Highway Easement contained in Final Certificate in favor of the State of Minnesota in Book 72 of Deeds, Page 154.

LEGEND

- Denotes Found Chisago Right of Way Monument with 3 inch Aluminum Cap
- Denotes Chisago County Section Monument, as noted
- Denotes Found Iron Monument
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
- Denotes Light Pole
- Denotes Semaphore
- Denotes Miscellaneous Sign
- Denotes Storm Manhole
- Denotes Miscellaneous Manhole
- Denotes Catch Basin
- Denotes Flared End Section
- Denotes Existing Well
- Denotes Guy Wire
- Denotes Utility Pole
- Denotes Telephone Box
- Denotes Electric Transformer
- Denotes Electric Box
- Denotes Underground Electric
- Denotes Underground Gas
- Denotes Underground Fiber Optic
- Denotes Overhead Utility Line(s)
- Denotes Existing Fence as noted
- Denotes Gravel Surface
- Denotes Concrete Surface
- Denotes Bituminous Surface
- Denotes Wetlands delineated by Midwest Natural Resources, Inc.

BENCHMARK

- Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MNDT) Elevation 921.03 ft. (NAVD88)
- Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name ottensness 2) Elevation 922.87 ft. (NAVD88)



ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.
Signature: *Thomas R. Balluff*
Date: 6/10/24 License #: 40361

DRAWN BY: NJS
ISSUE DATE: 6/10/24
FILE NO: 2700

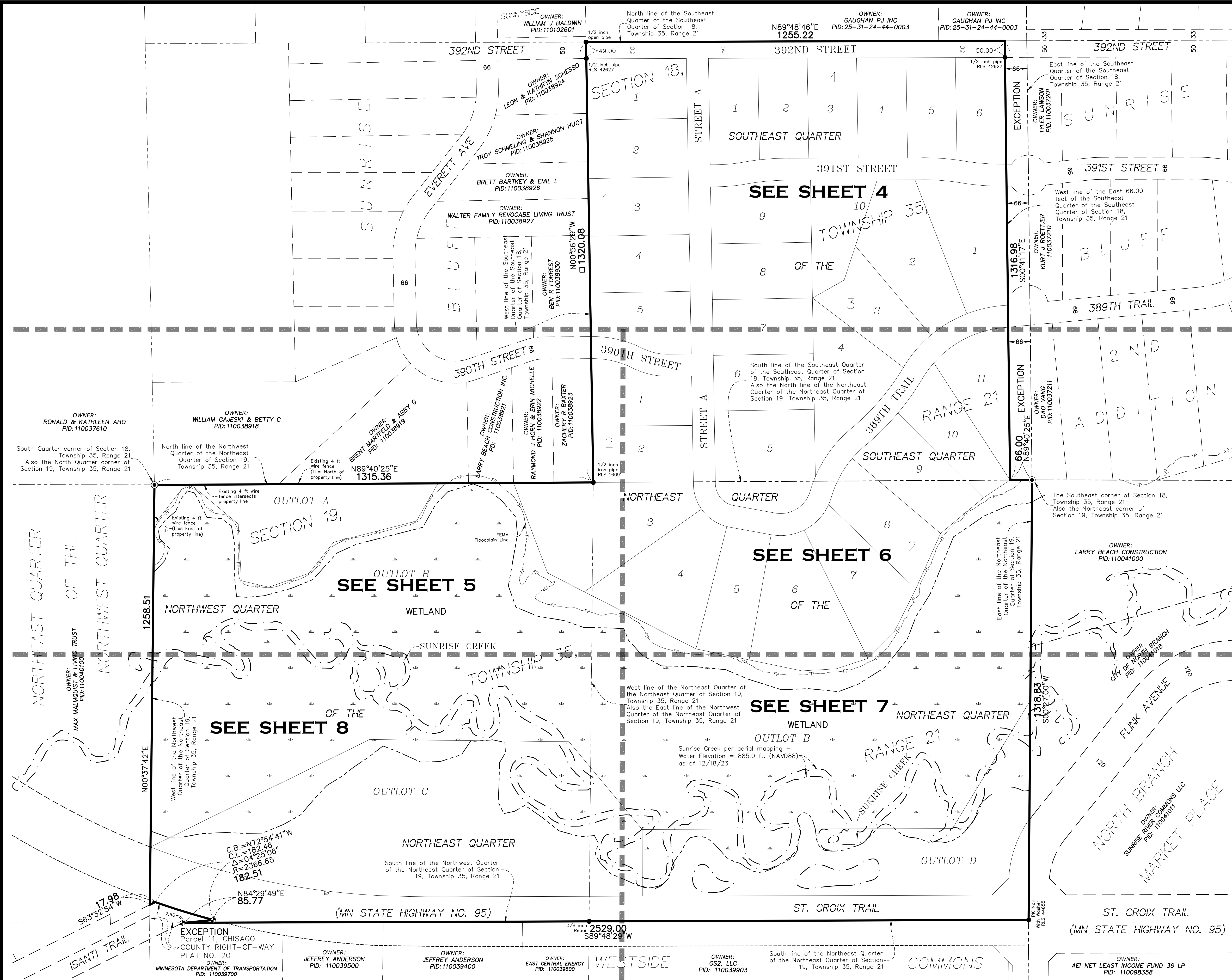
Revisions:
1. 8/05/24 Per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

SUNRISE BLUFF 3RD ADDITION
North Branch, Minnesota

EXISTING CONDITIONS

2
of
16



PARCEL DESCRIPTION:

(Per Title Commitment File No. 688066, dated May 7, 2024 at 7:00 A.M. prepared by Land Title, Inc., issuing agent for First American Title Insurance Company)

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), in Section Nineteen (19), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.

AND

The Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Nineteen (19), Township 35, Range 21, except Parcel 11 of Chisago County Right-of-Way Plat No. 20, Chisago County, Minnesota

AND

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4), less and excepting therefrom the East Sixty feet (E 66') thereof, Section Eighteen (18), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota

(abstract property)

SITE DATA

TOTAL SITE AREA	±117.27 AC.
TOTAL ROW AREA	±12.67 AC.
TOTAL OUTLOT AREA	±60.86 AC.
OUTLOT A	±3.01 AC.
OUTLOT B	±39.91 AC.
OUTLOT C	±11.86 AC.
OUTLOT D	±6.08 AC.
TOTAL LOT AREA	±43.74 AC.
SMALLEST LOT	±44,404 S.F.
LARGEST LOT	±117,313 S.F.
AVERAGE LOT	±59,536 S.F.
TOTAL NUMBER OF LOTS	32

GROSS DENSITY 0.27 LOTS/TOTAL AC.
NET DENSITY 0.73 LOTS/TOTAL LOT AC.

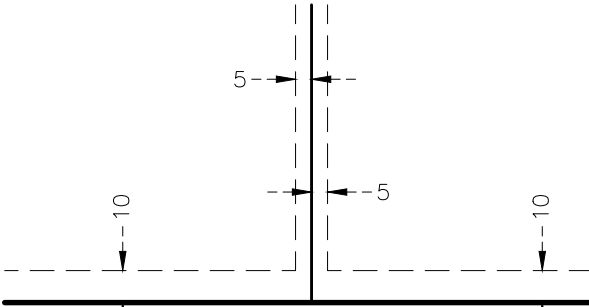
EXISTING ZONING SL/B2/RR

UTILITIES SEPTIC/WELL

MINIMUM RESIDENTIAL SETBACK DATA:

FRONT	40 FT.
SIDE	10 FT.
SIDE CORNER	30 FT.
REAR SETBACK	30 FT.
MIN. BUILDABLE(WITHIN USA)	1.0 AC.
MIN. LOT DEPTH	300 FT.
MIN. LOT WIDTH (AT SETBACK)	110 FT.

PROPOSED
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



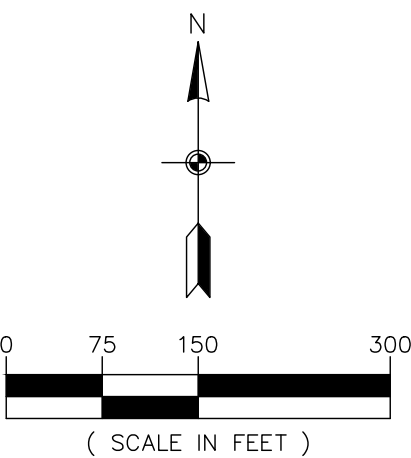
being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

LEGEND

- Denotes Found Chisago Right of Way Monument with 3 Inch Aluminum Cap
- Denotes Chisago County Section Monument, as noted
- Denotes Found Iron Monument
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
- Denotes Wetlands delineated by Midwest Natural Resources, Inc.

BENCHMARK

- Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MNDT) Elevation 921.03 ft. (NAVD88)
- Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name ottensness 2) Elevation 902.87 ft. (NAVD88)



ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
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FAX 763.489.7959
CARLSONMCCAIN.COM

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Signature: *Thomas R. Balluff*
Date: 6/10/24 License #: 40361

DRAWN BY: NJS
ISSUE DATE: 6/10/24
FILE NO: 2700

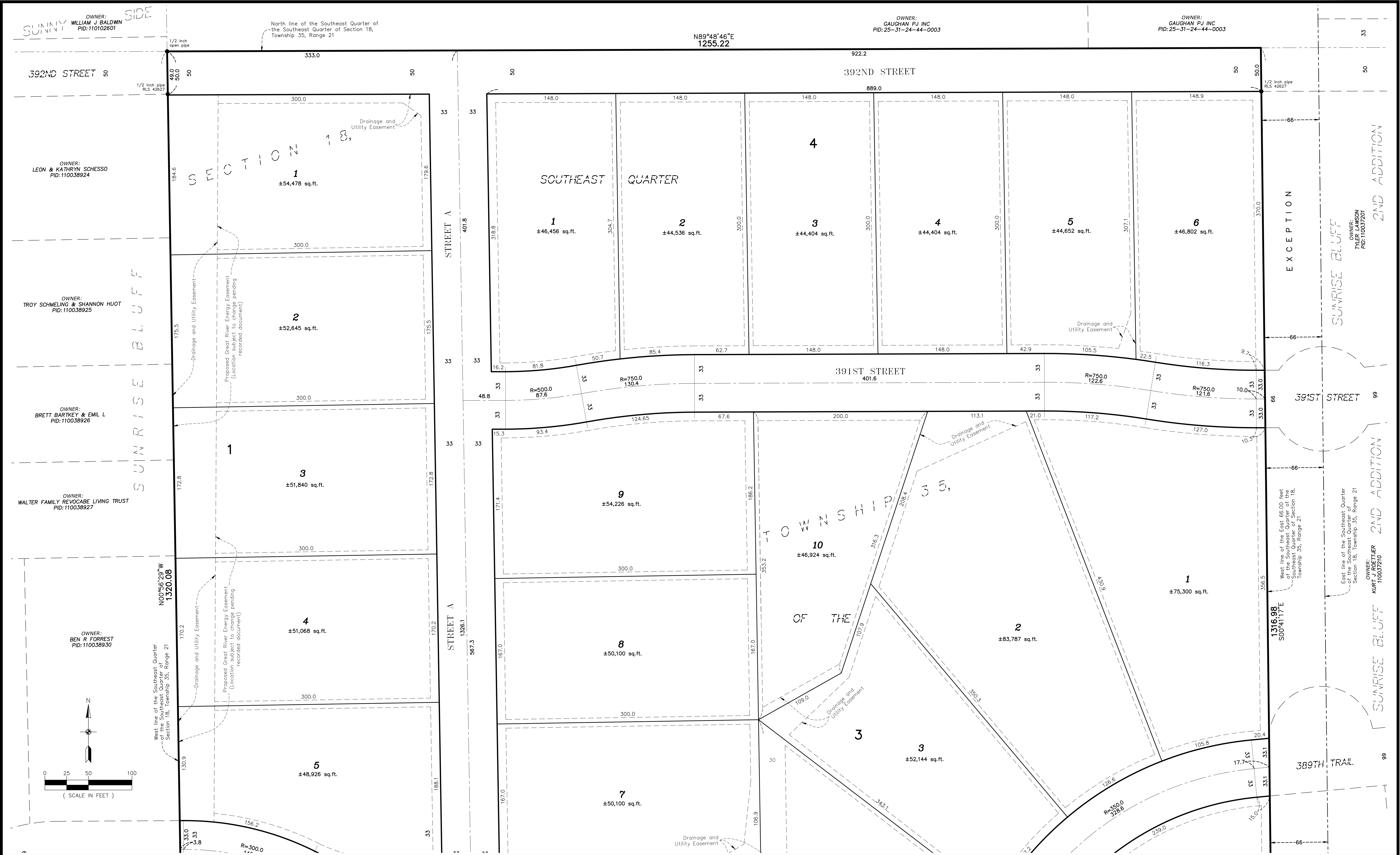
Revisions:
1. 8/05/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

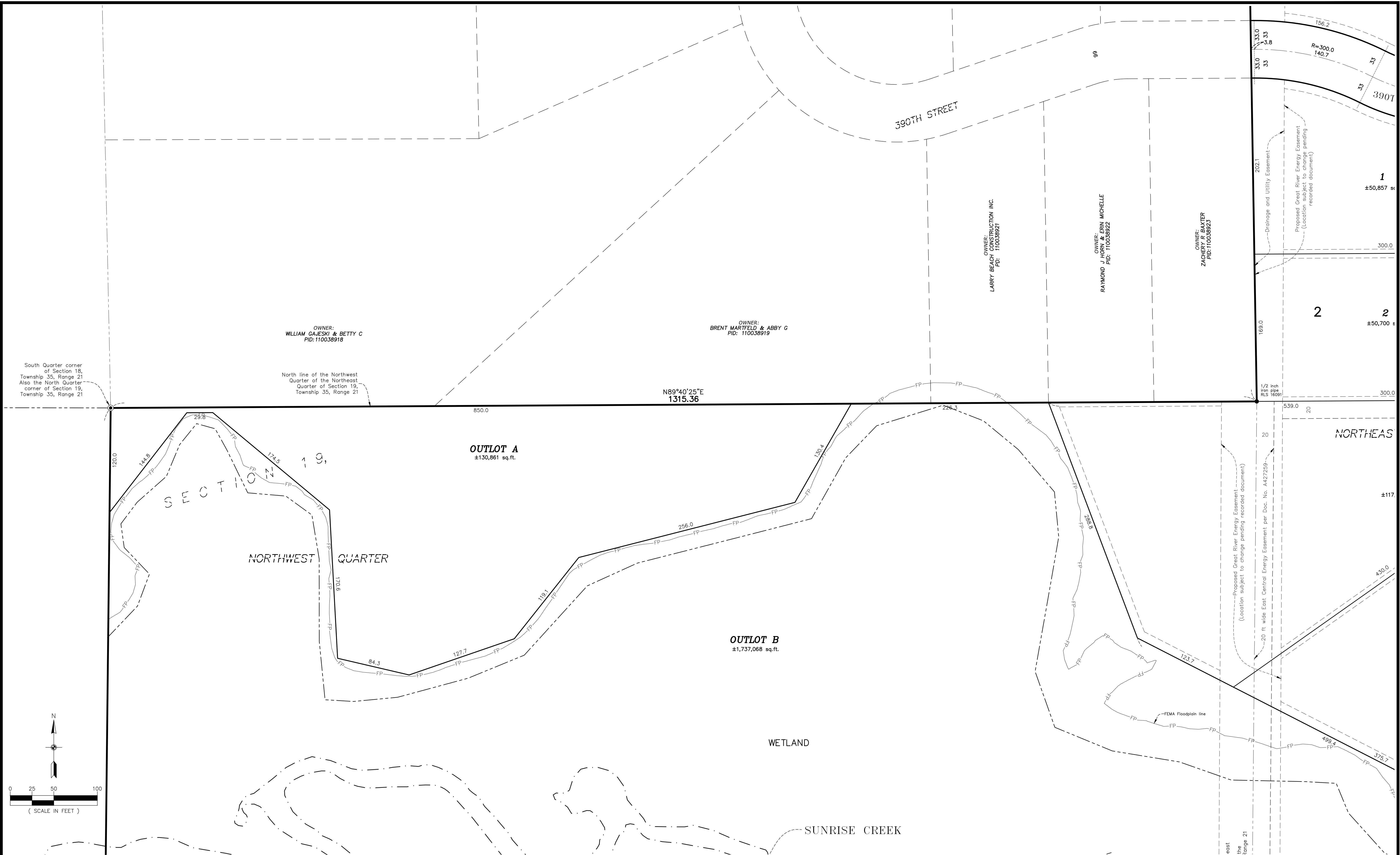
SUNRISE BLUFF 3RD ADDITION
North Branch, Minnesota

PRELIMINARY PLAT INDEX

3
of
16

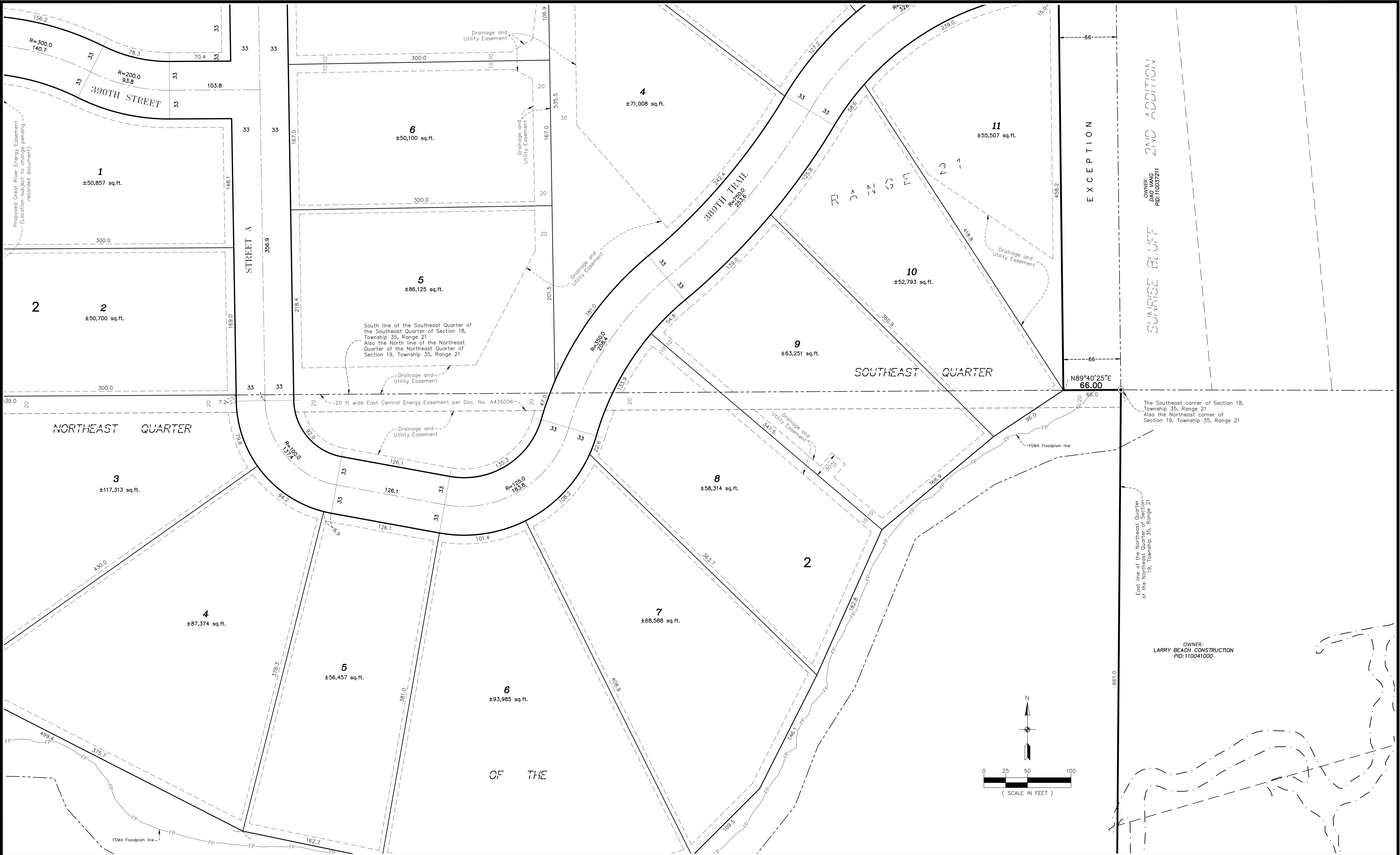


	CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 6/10/24 License #: 40361	DRAWN BY: NJS ISSUE DATE: 6/10/24 FILE NO: 2700	Revisions: 1. 8/05/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	4 of 16
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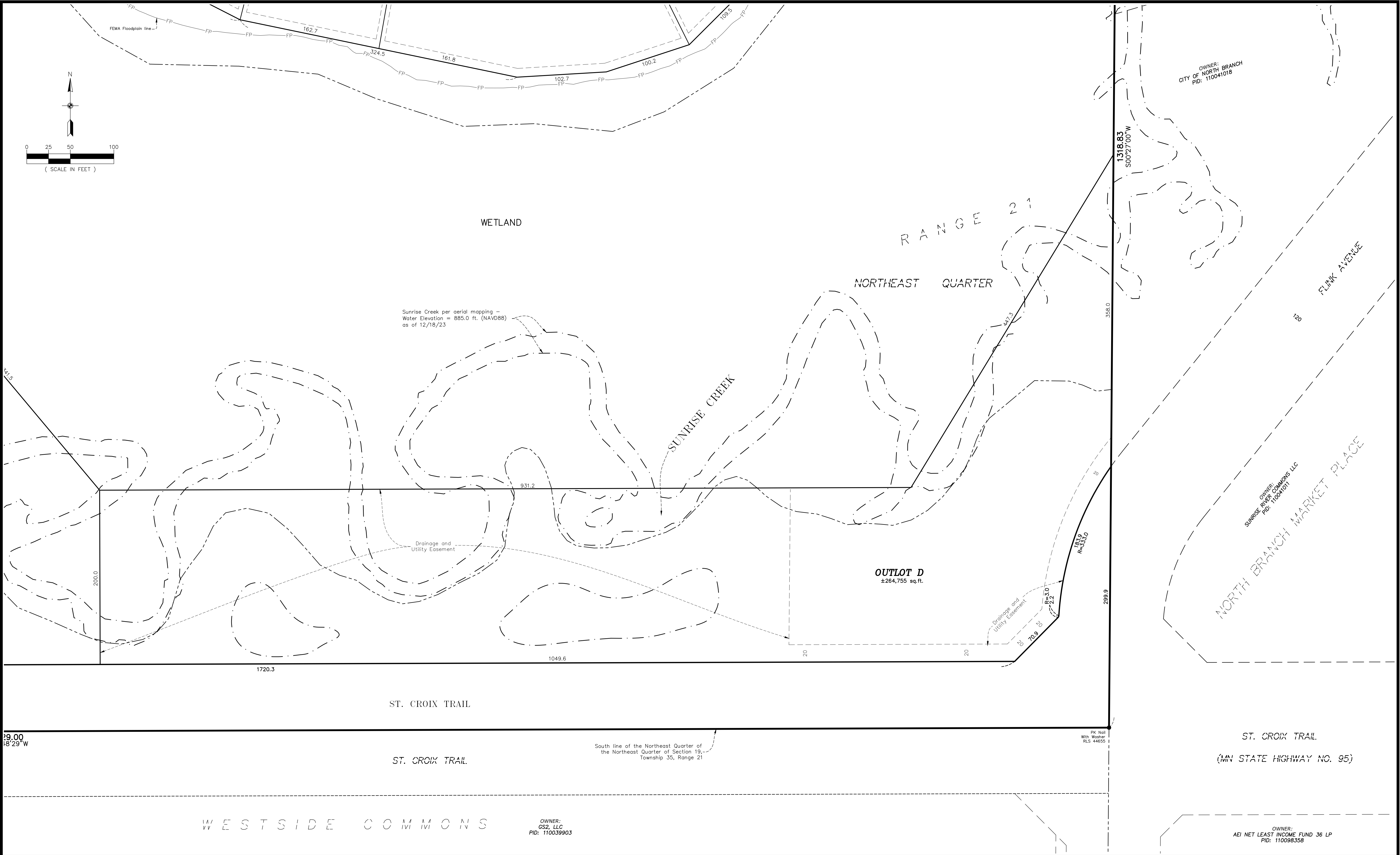
	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota	Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 6/12/24 License #: 40361	DRAWN BY: NJS ISSUE DATE: 6/12/24 FILE NO: 2700	Revisions: 1. 8/05/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	5 of 16
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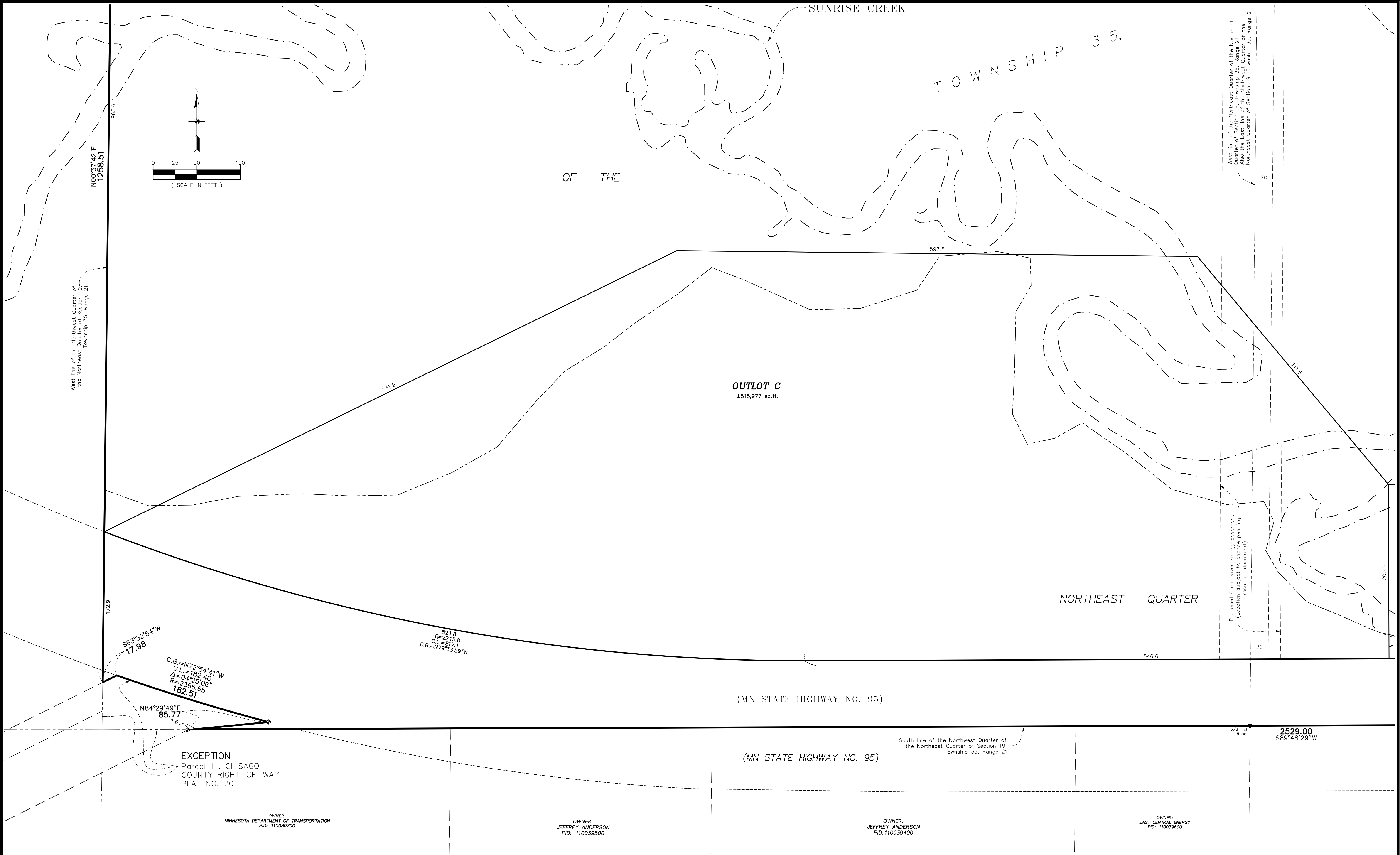
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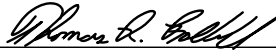


 CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota	Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 6/10/24 License #: 40361	DRAWN BY: NJS ISSUE DATE: 6/10/24 FILE NO: 2700	Revisions: 1. 8/05/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	6 of 16
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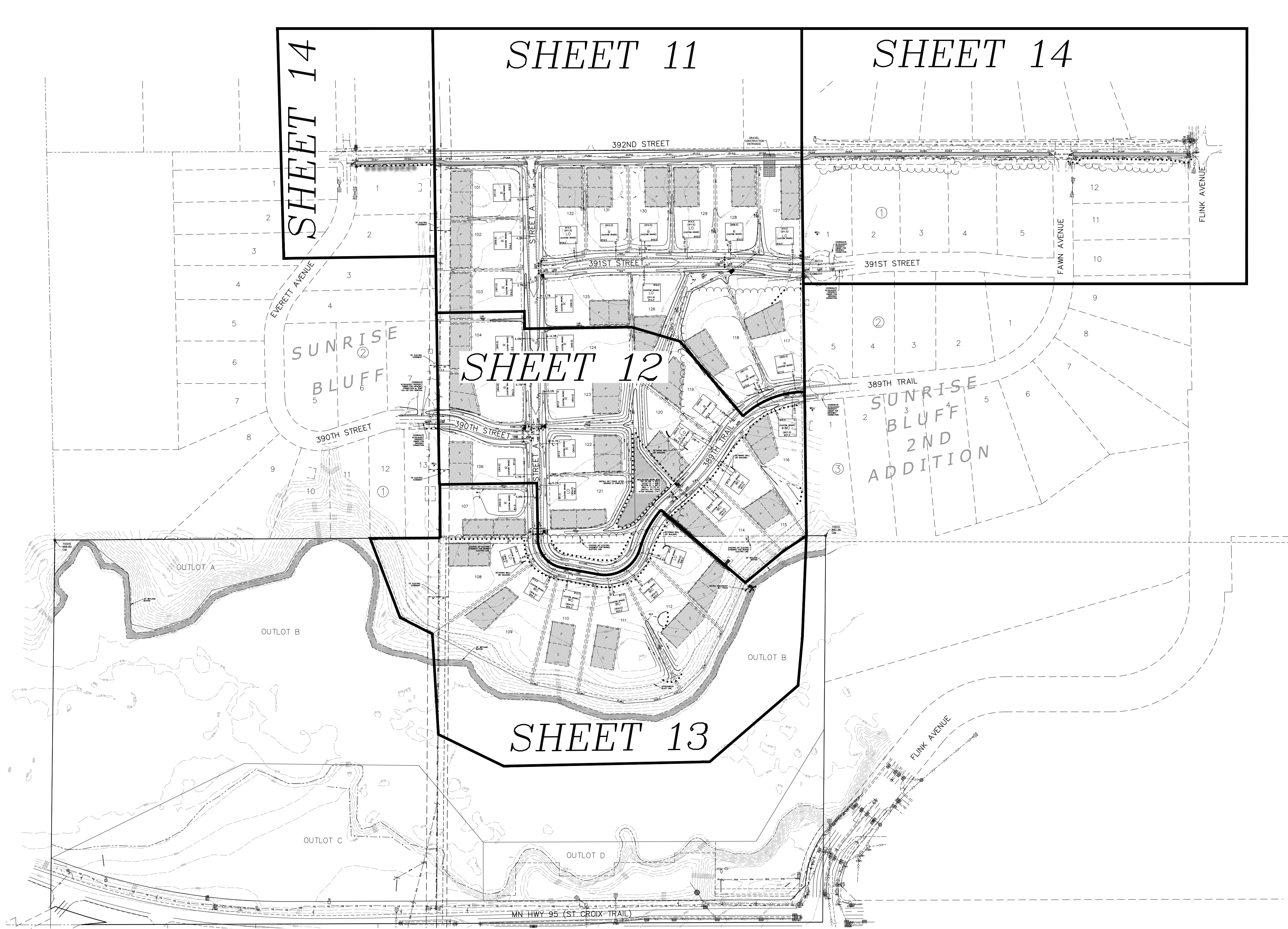




 CARLSON McCain	ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota	Print Name: Thomas R. Balluff, L.S. Signature:  Date: 6/10/24 License #: 40361	DRAWN BY: NJS ISSUE DATE: 6/10/24 FILE NO: 2700	Revisions: 1. 8/05/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, Minnesota	PRELIMINARY PLAT	8 of 16
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LEGEND	
EXISTING	PROPOSED
PROPERTY LINE	-----
EASEMENT LINE	-----
CURB LINE	-----
BITUMINOUS	=====
CONCRETE	=====
SANITARY SEWER	-----
STORM SEWER	-----
DRAINTILE	-----
WATER MAIN	-----
OVERHEAD UTILITY	-----
STORM CATCH BASIN	-----
STORM MANHOLE	-----
OUTLET CONTROL STRUCTURE	-----
MANHOLE	-----
HYDRANT	-----
GATE VALVE	-----
TELEVISION BOX	-----
TELEPHONE BOX	-----
UTILITY POLE	-----
RETAINING WALL	-----
FENCE	-----
10' CONTOUR	-----
2' CONTOUR	-----
FEMA FLOOD PLAIN	-----
WETLAND LINE	-----
SPOT ELEVATION	-----
EMERGENCY OVERFLOW	-----
SILT FENCE	-----
PROTECT SEPTIC W/ TWINE	-----
GRADING LIMITS	-----
TREELINE	-----
INFILTRATION AREA	-----
MAINTENANCE ACCESS	-----
WETLAND SIGN	-----
WELL	-----
LIGHT POLE	-----
FLAG POLE	-----
ELECTRIC BOX	-----
TELEPHONE BOX	-----
TELEVISION BOX	-----
SIGN	-----
GEOTECH SOIL BORING	-----

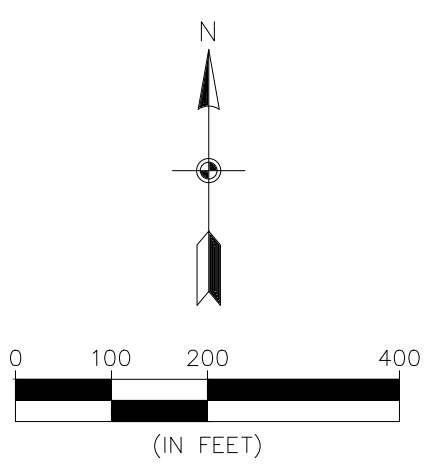
WETLAND SUMMARY

THERE ARE NO PROPOSED WETLAND IMPACTS



NOTES

1. PROPOSED PADS ARE FOR REFERENCE AND ALL WILL BE CUSTOM GRADED LOTS. THE DRIVEWAY LOCATIONS, WELLS AND SEPTIC LOCATIONS WILL BE PROVIDED BY THE BUILDER.
2. AT MINIMUM THE DRIVEWAY CULVERTS SHALL BE 15" CMP IF A CULVERT IS REQUIRED (FIELD VERIFY).
3. PROPOSED SEPTIC SITE CORNERS TO BE MARKED WITH FENCE POSTS AND RIBBONED OFF PRIOR TO CONSTRUCTION.



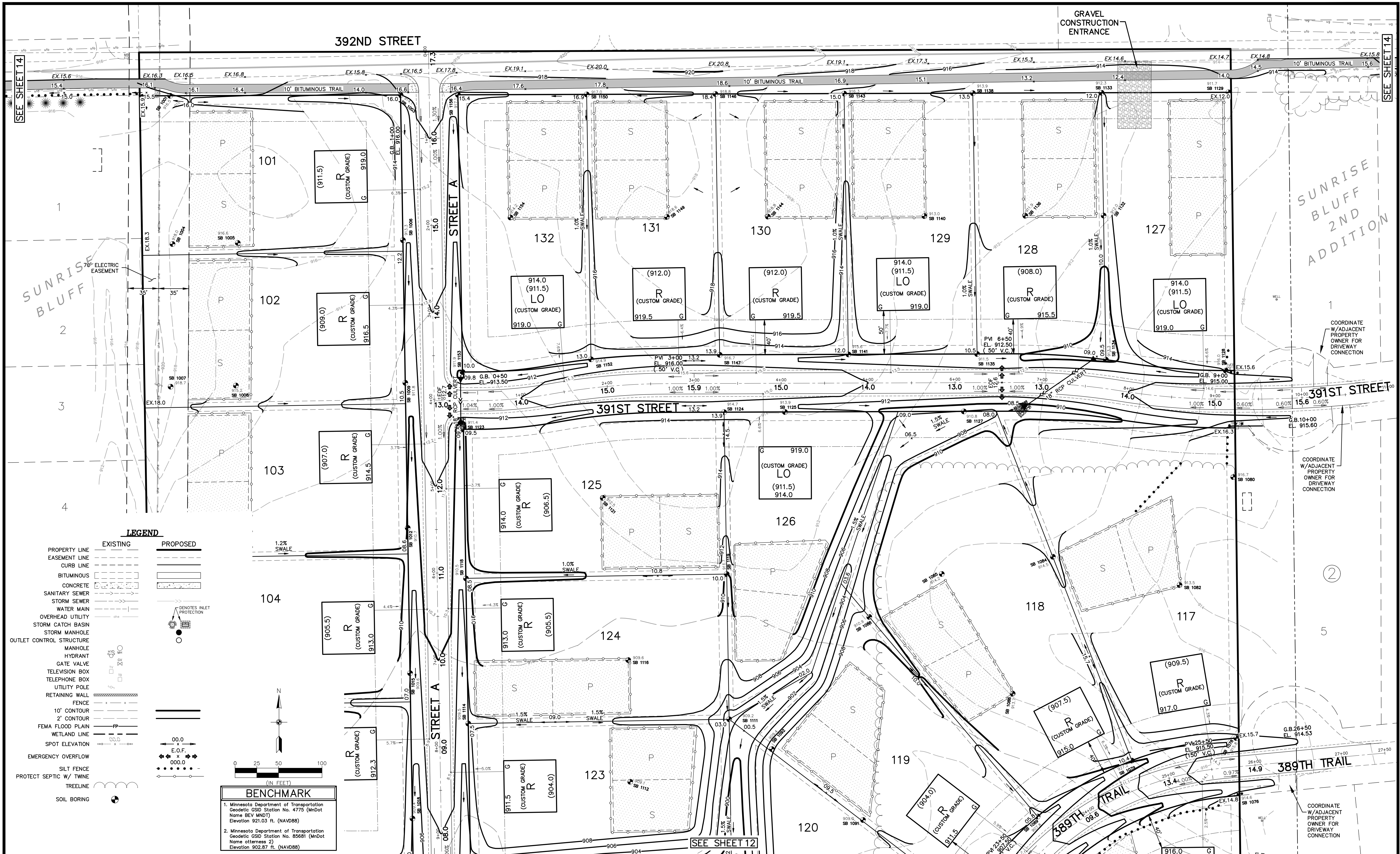
BENCHMARK	
1. Minnesota Department of Transportation Geodetic GSID Station No. 4775 (MnDot Name BEV MNDT) Elevation 921.03 ft. (NAVD88)	
2. Minnesota Department of Transportation Geodetic GSID Station No. 85681 (MnDot Name Otterness 2) Elevation 902.87 ft. (NAVD88)	

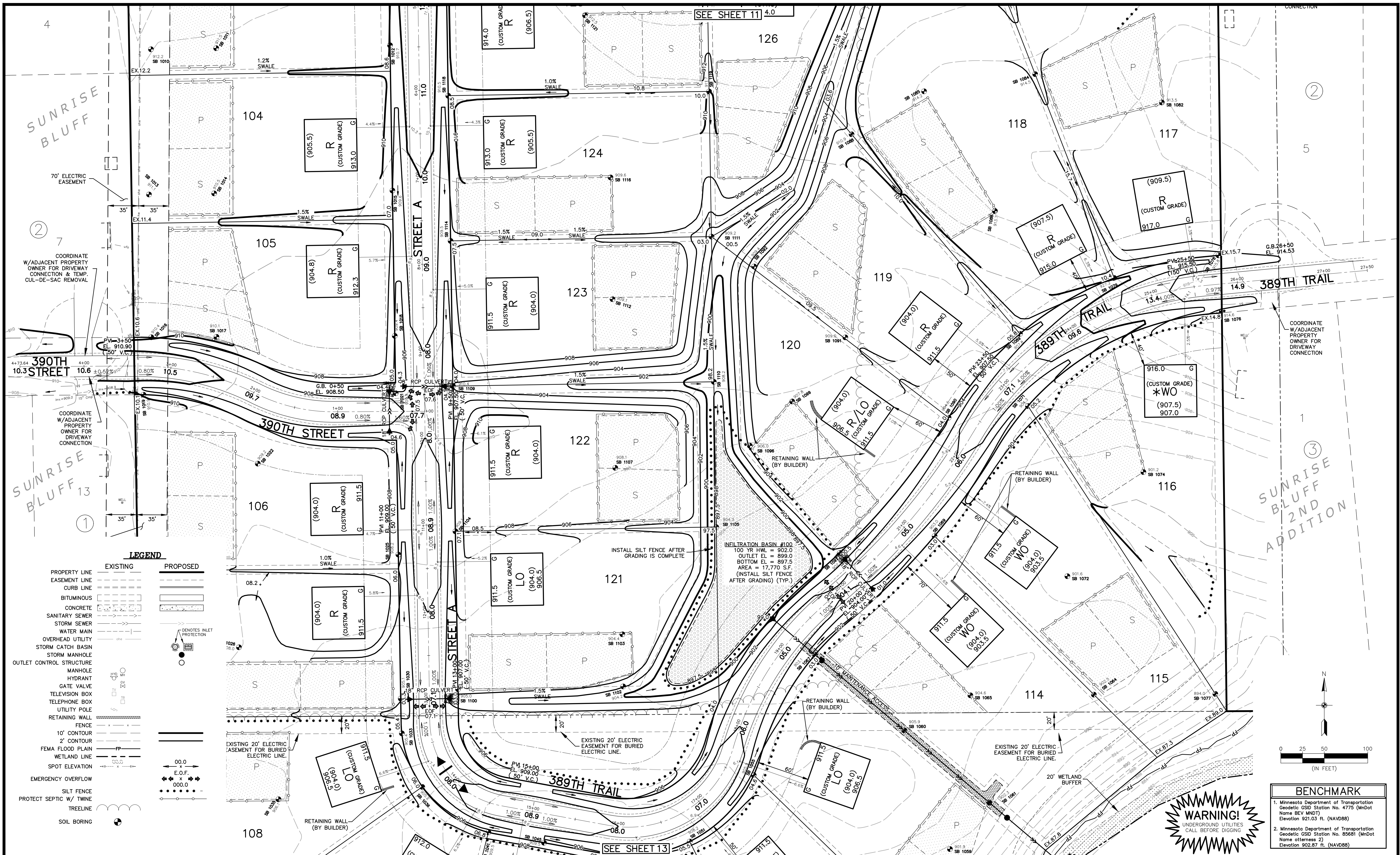
CALL BEFORE YOU DIG

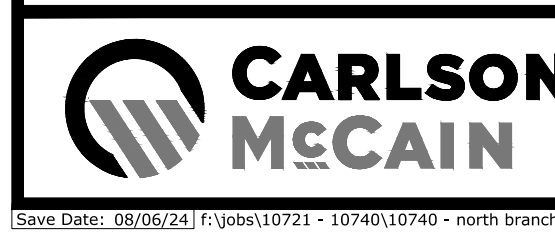
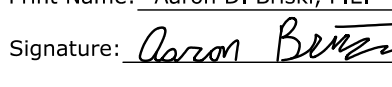
Know what's below.
Call before you dig.

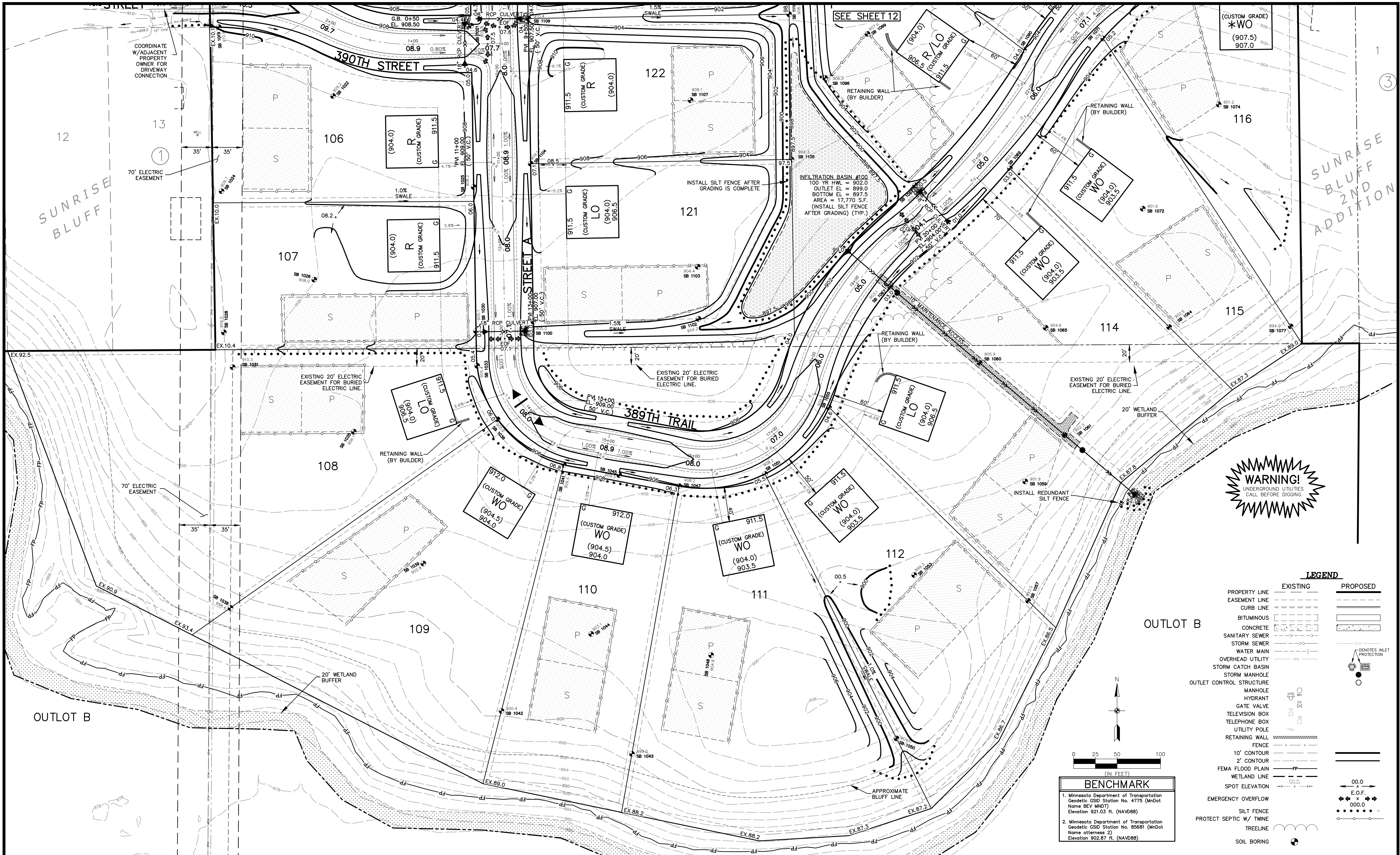
The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota Signature: <i>Aaron D. Briski</i> Date: 6/10/24 License #: 57811	Print Name: Aaron D. Briski, P.E. Designed: ADB Date: 6/10/24	Revisions: 1. 8/5/24 per City Comments	LARRY BEACH CONSTRUCTION, INC. 4731 - 400th Street N North Branch, Minnesota 55056	SUNRISE BLUFF 3RD ADDITION North Branch, MN	PRELIMINARY GRADING & EROSION INDEX	10 of 16
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			Save Date: 08/06/24 F:\j086\10721 - 10740\10740 - north branch sunrise creek\cad c3d\engineering\preliminary\10740_gr.dwg						



CARLSON MCCAIN
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Print Name: Aaron D. Briski, P.E.
Signature: *Aaron Briski*
Date: 6/10/24 License #: 57811

Drawn: NJP
Designed: ADB
Date: 6/10/24

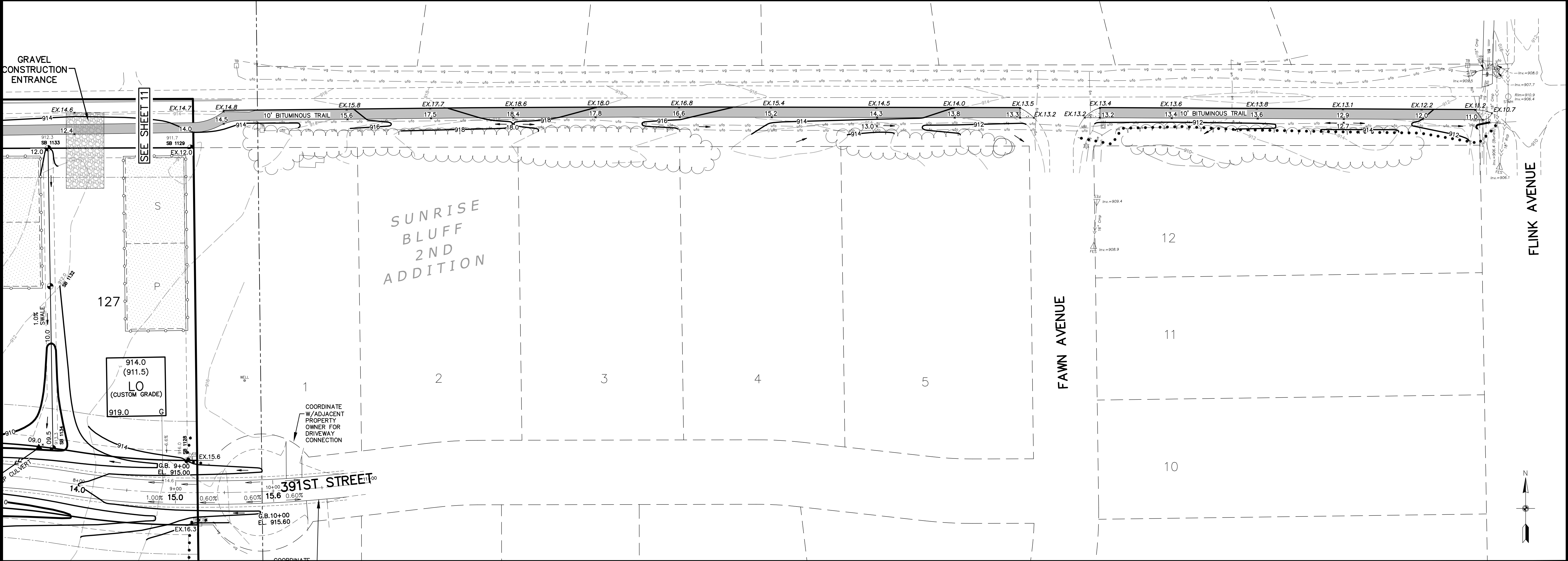
Revisions:
1. 8/5/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

**SUNRISE BLUFF
3RD ADDITION**
North Branch, MN

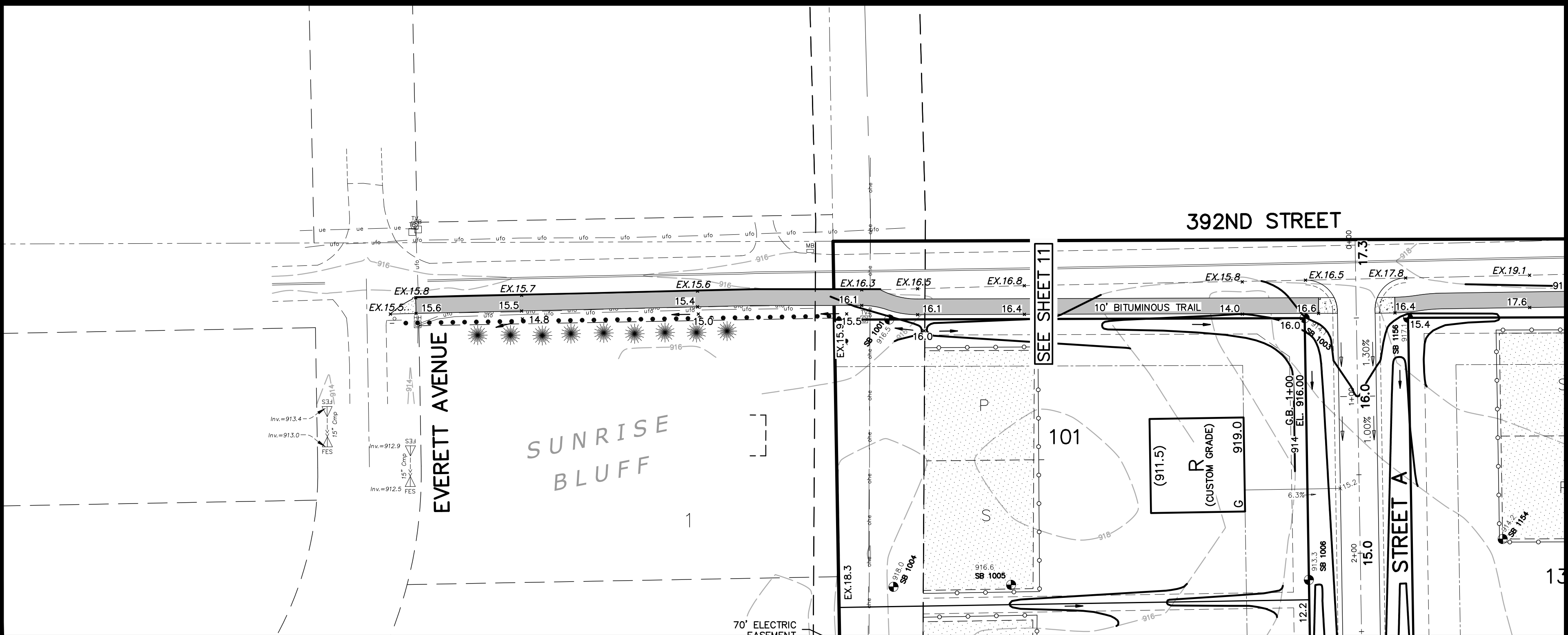
**PRELIMINARY GRADING
& EROSION CONTROL PLAN**

13 of 16
#10740



LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
WATER MAIN	---	---
OVERHEAD UTILITY	---	---
STORM CATCH BASIN	---	---
STORM MANHOLE	---	---
OUTLET CONTROL STRUCTURE	---	---
MANHOLE	---	---
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GATE VALVE	---	---
TELEVISION BOX	---	---
TELEPHONE BOX	---	---
UTILITY POLE	---	---
RETAINING WALL	---	---
FENCE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
FEMA FLOOD PLAIN	---	---
WETLAND LINE	---	---
SPOT ELEVATION	---	---
EMERGENCY OVERFLOW	---	---
SILT FENCE	---	---
PROTECT SEPTIC W/ TWINE	---	---
TREELINE	---	---
SOIL BORING	---	---



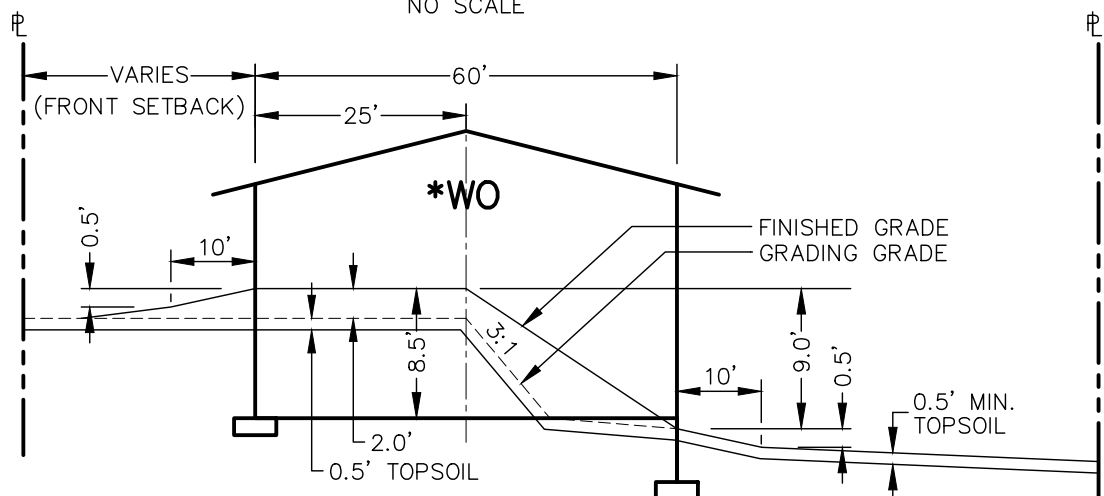
BENCHMARK

1. Minnesota Department of Transportation
Geodetic GSID Station No. 4775 (MnDot
Name BEV MNDT)
Elevation 921.03 ft. (NAVD88)

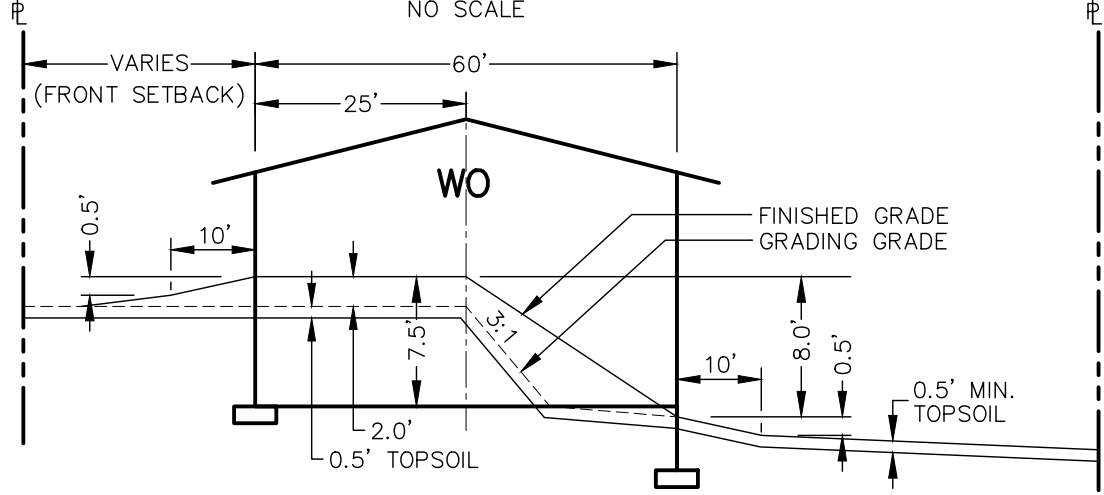
2. Minnesota Department of Transportation
Geodetic GSID Station No. 85681 (MnDot
Name alterness 2)
Elevation 902.87 ft. (NAVD88)

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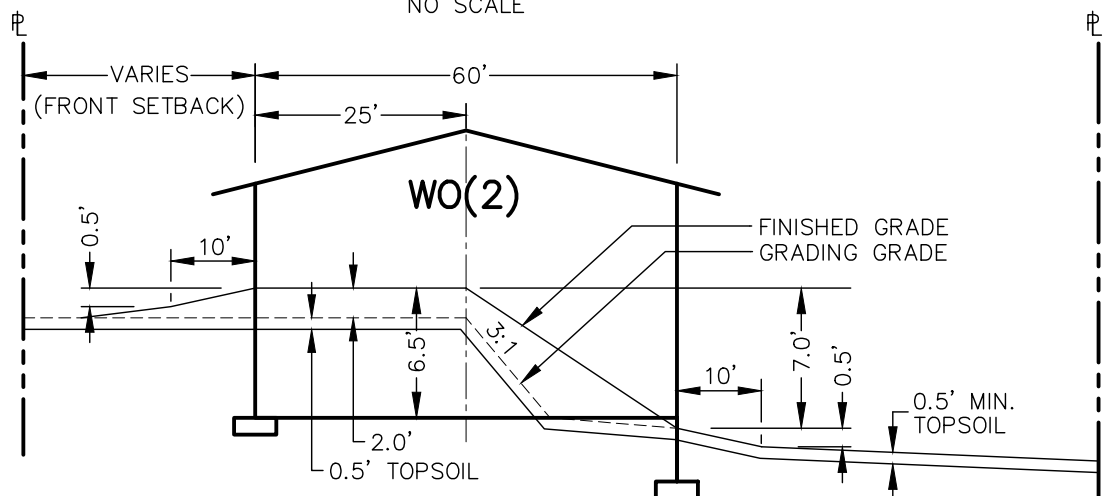
MODIFIED WALKOUT



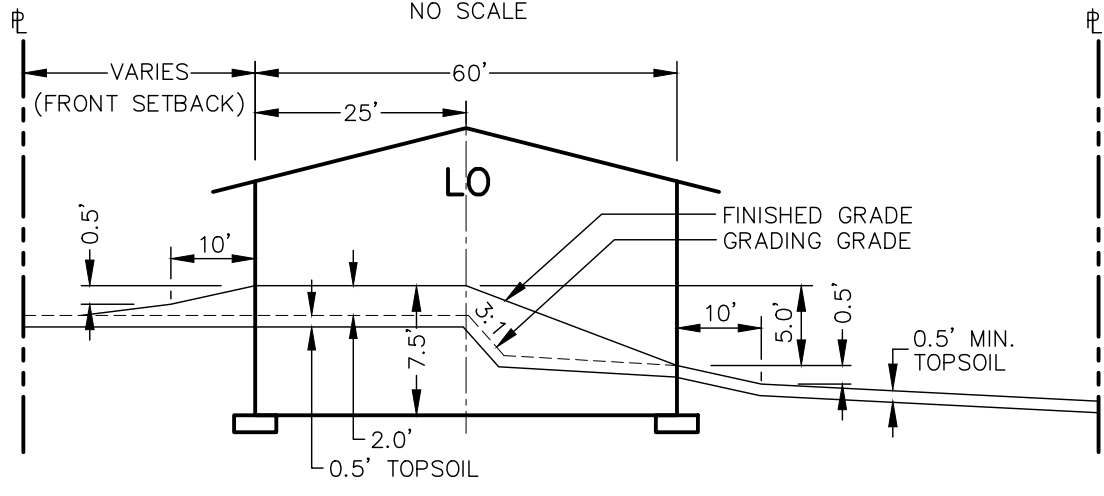
WALKOUT



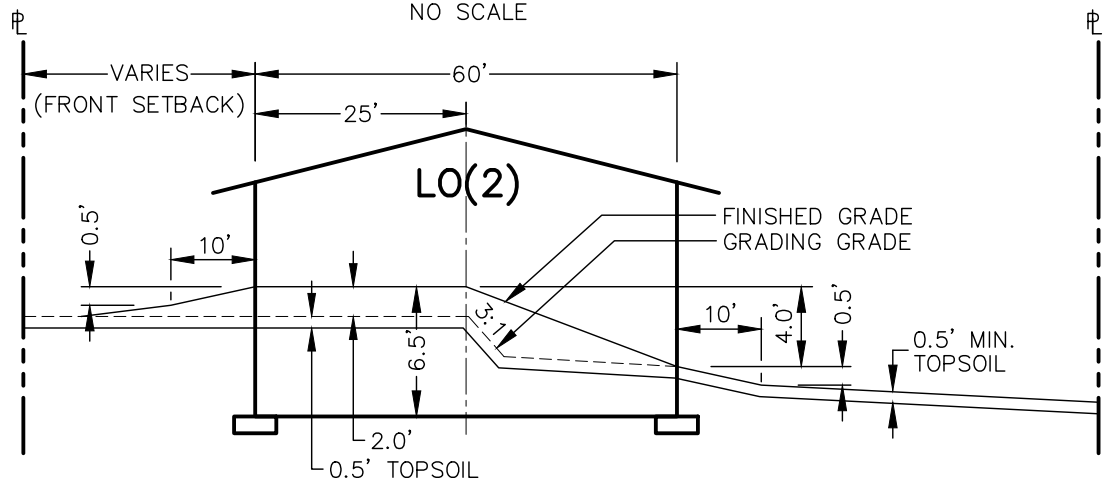
MODIFIED WALKOUT



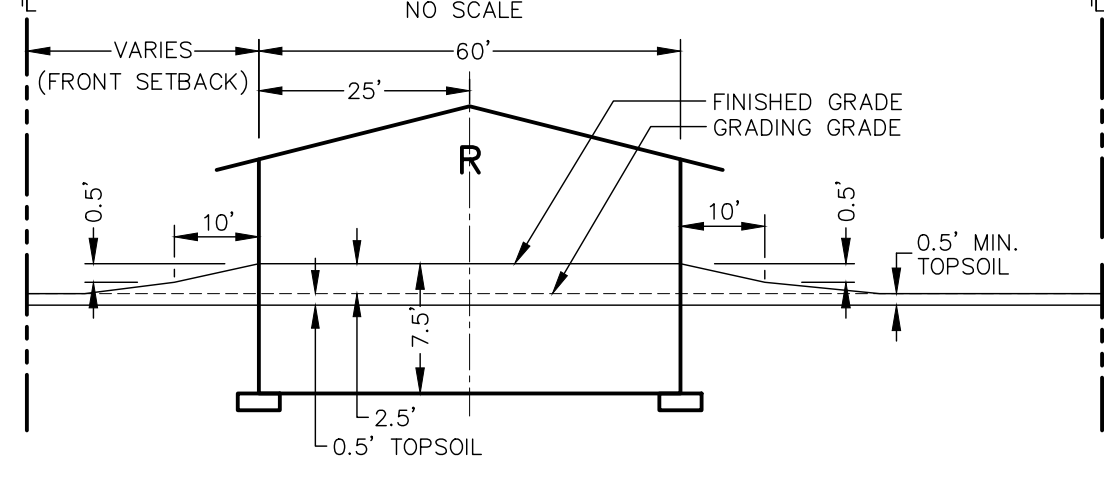
LOOKOUT



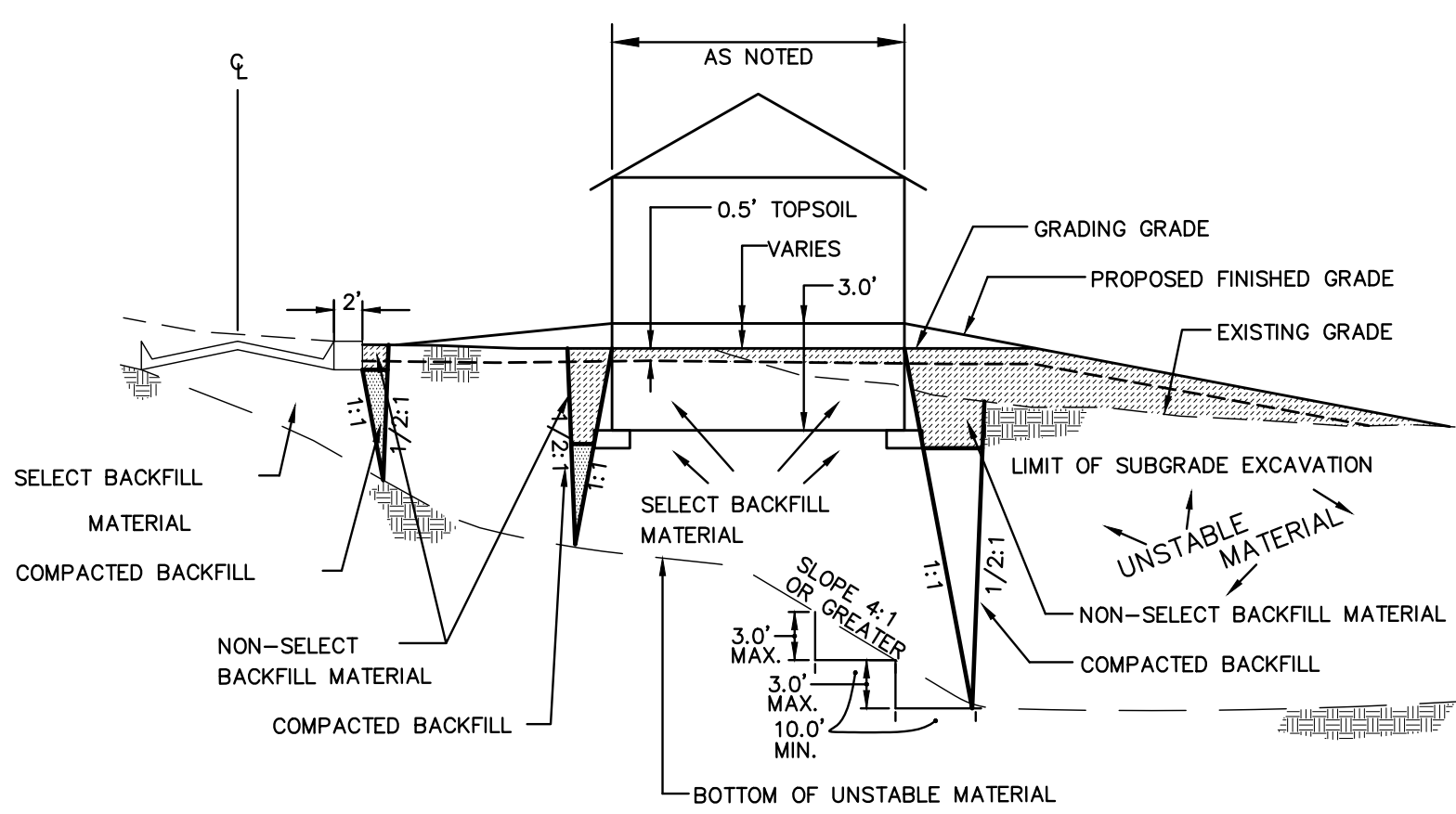
LOOKOUT



RAMBLER



SUBGRADE CORRECTION



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.

TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 7 DAYS.

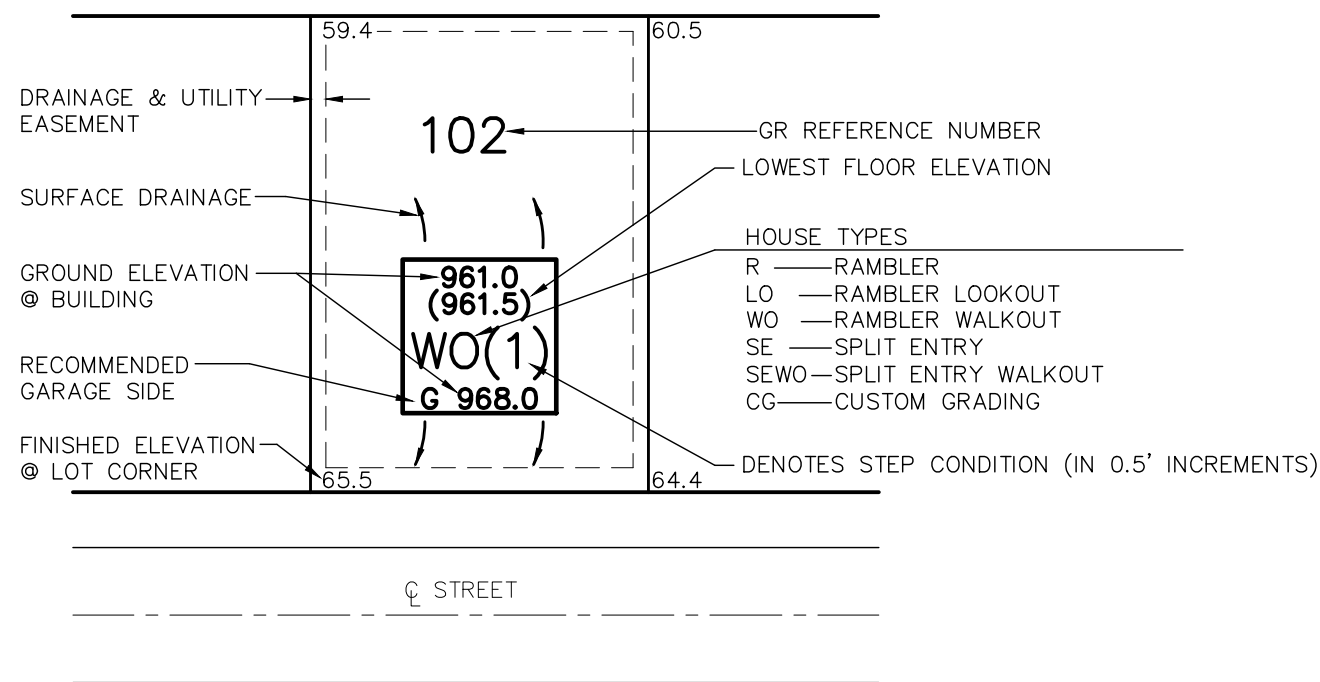
SEED: MNDOT MIXTURE 25-141 AT 60 POUNDS PER ACRE.

DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

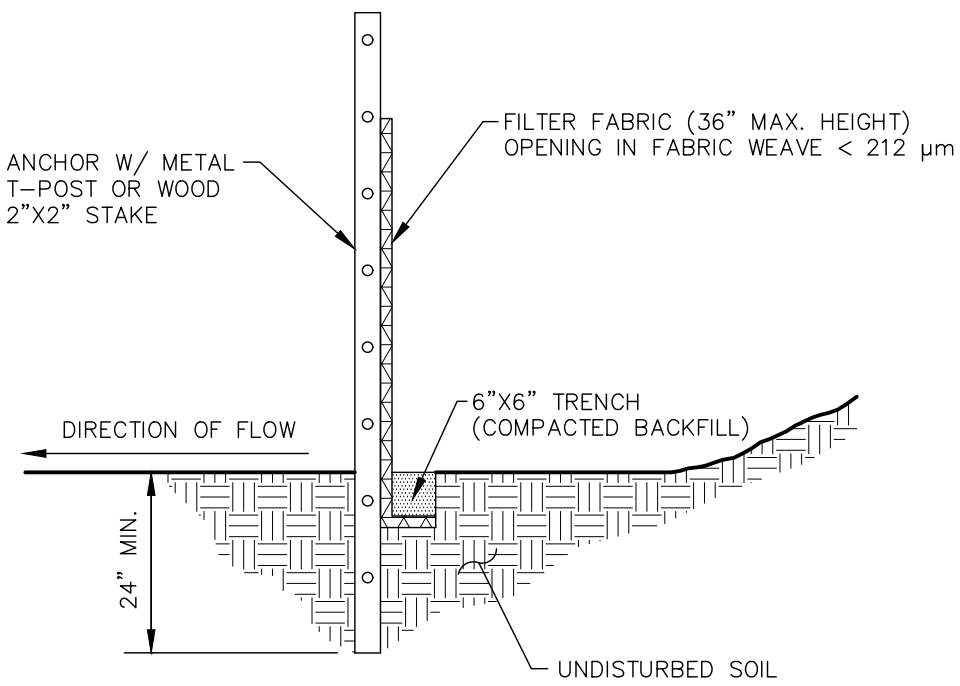
MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).

FERTILIZER: TYPE 1 10-10-10 AT 200 POUNDS PER ACRE.

GRADING PLAN LOT KEY



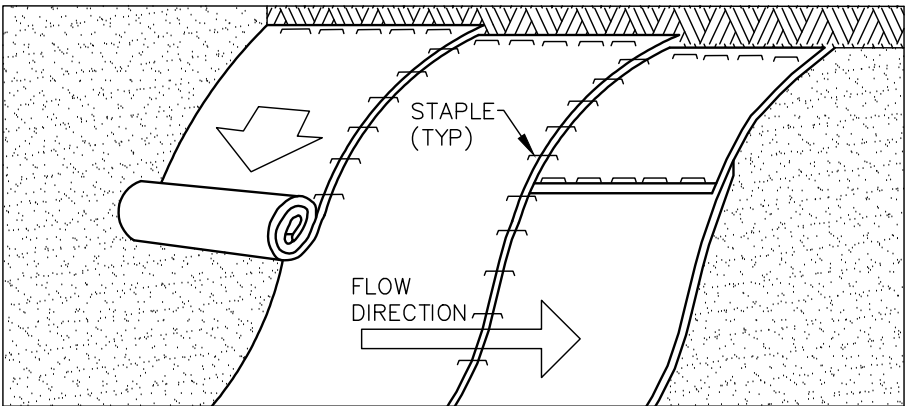
SILT FENCE



NOTES:

1. DIG A 6"x6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"x6" TRENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
6. SEE MNDOT SPECIFICATIONS 2573 & 3886.

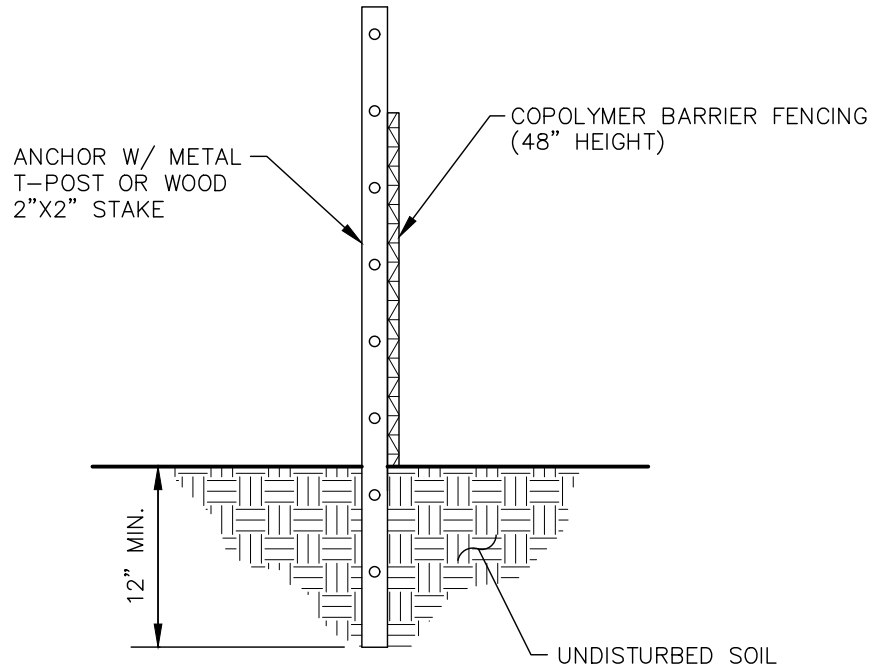
EROSION CONTROL BLANKET



NOTES:

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER AND/OR SEED.
2. BEGIN AT THE TOP OF THE SLOPE (OR CHANNEL) BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS DOWN (STARTING DOWNSTREAM PROCEEDING UPSTREAM) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH A MINIMUM 4" OVERLAP.
5. WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH MINIMUM 6" OVERLAP. USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART TO SECURE BLANKETS.
6. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER ENTIRE WIDTH OF THE CHANNEL. PLACE A SECOND ROW 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN.
7. THE TERMINAL ENDS OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

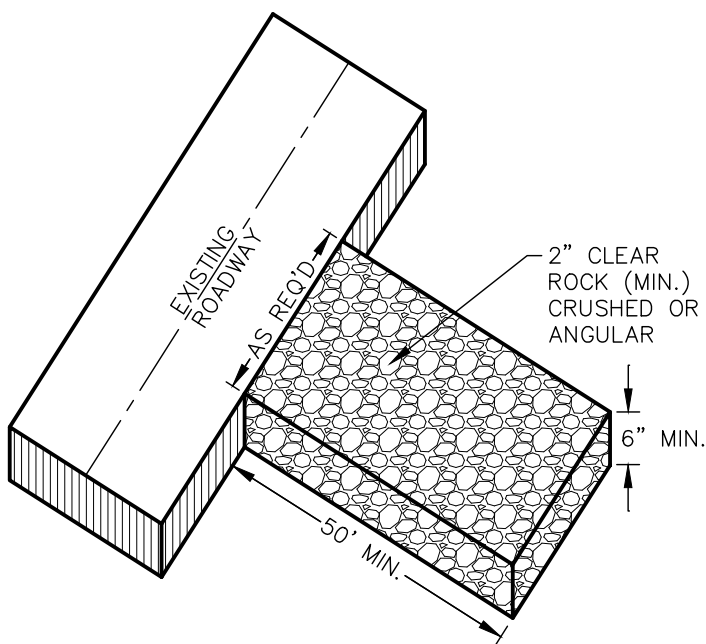
TREE FENCE

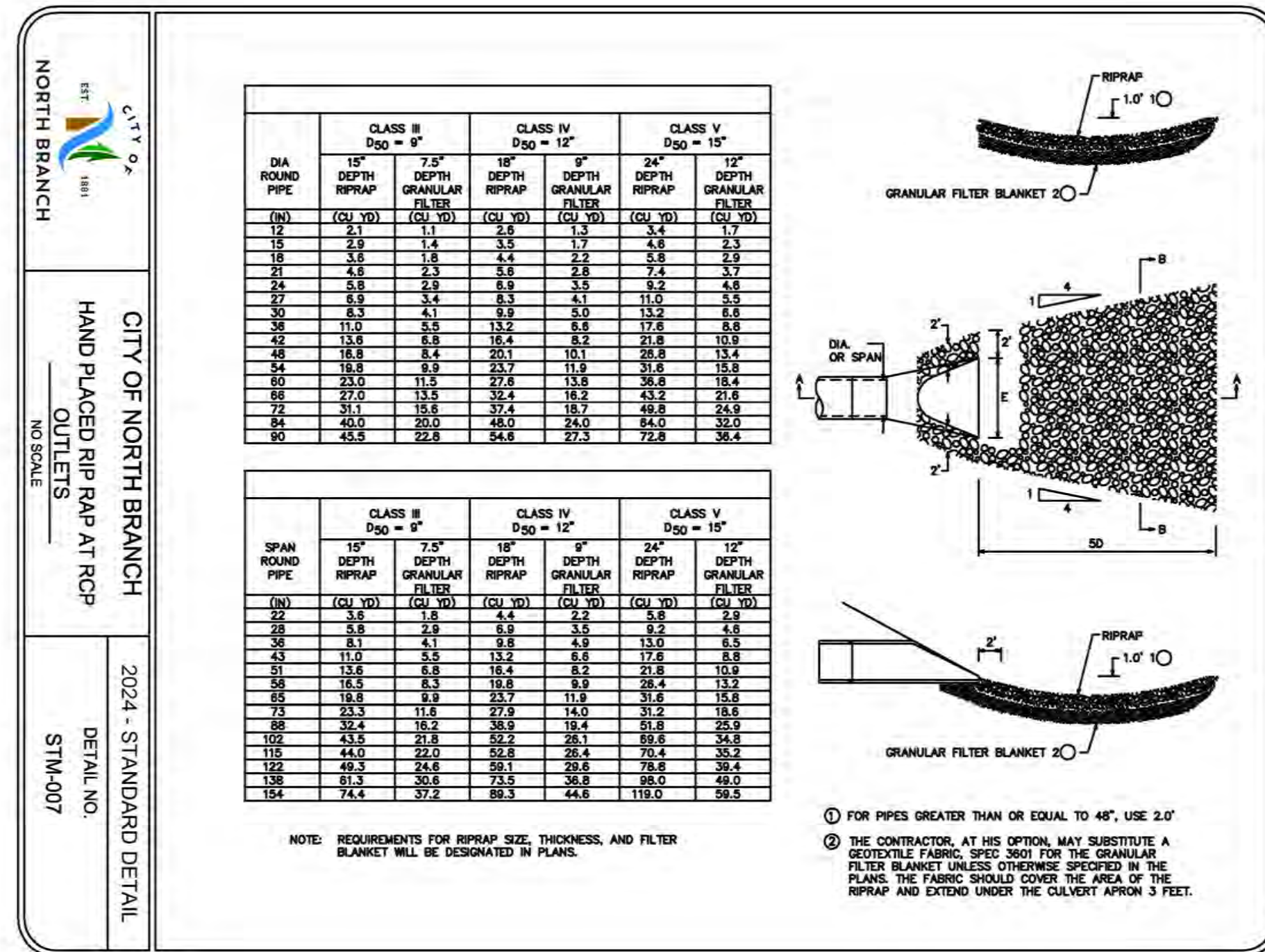
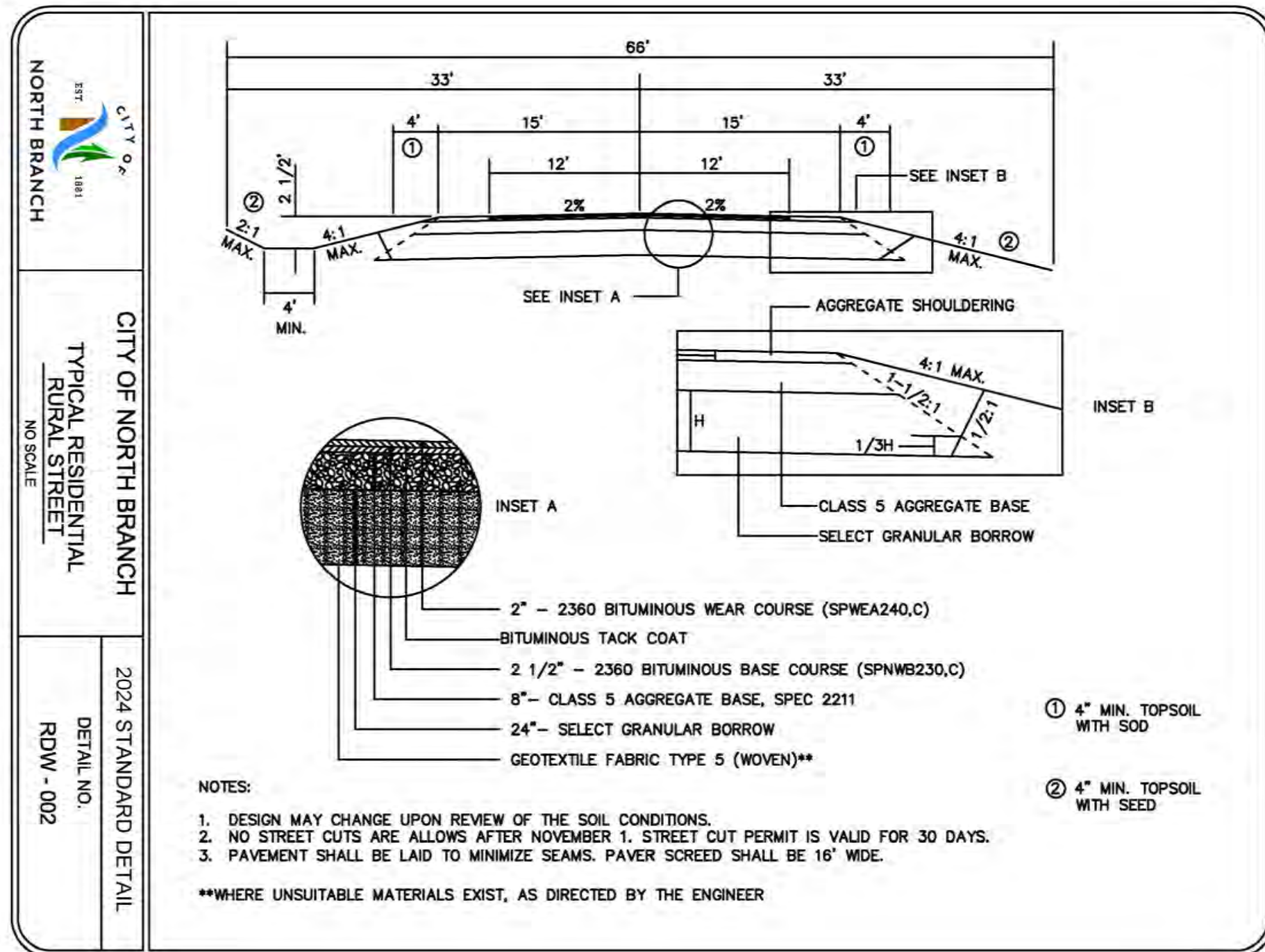
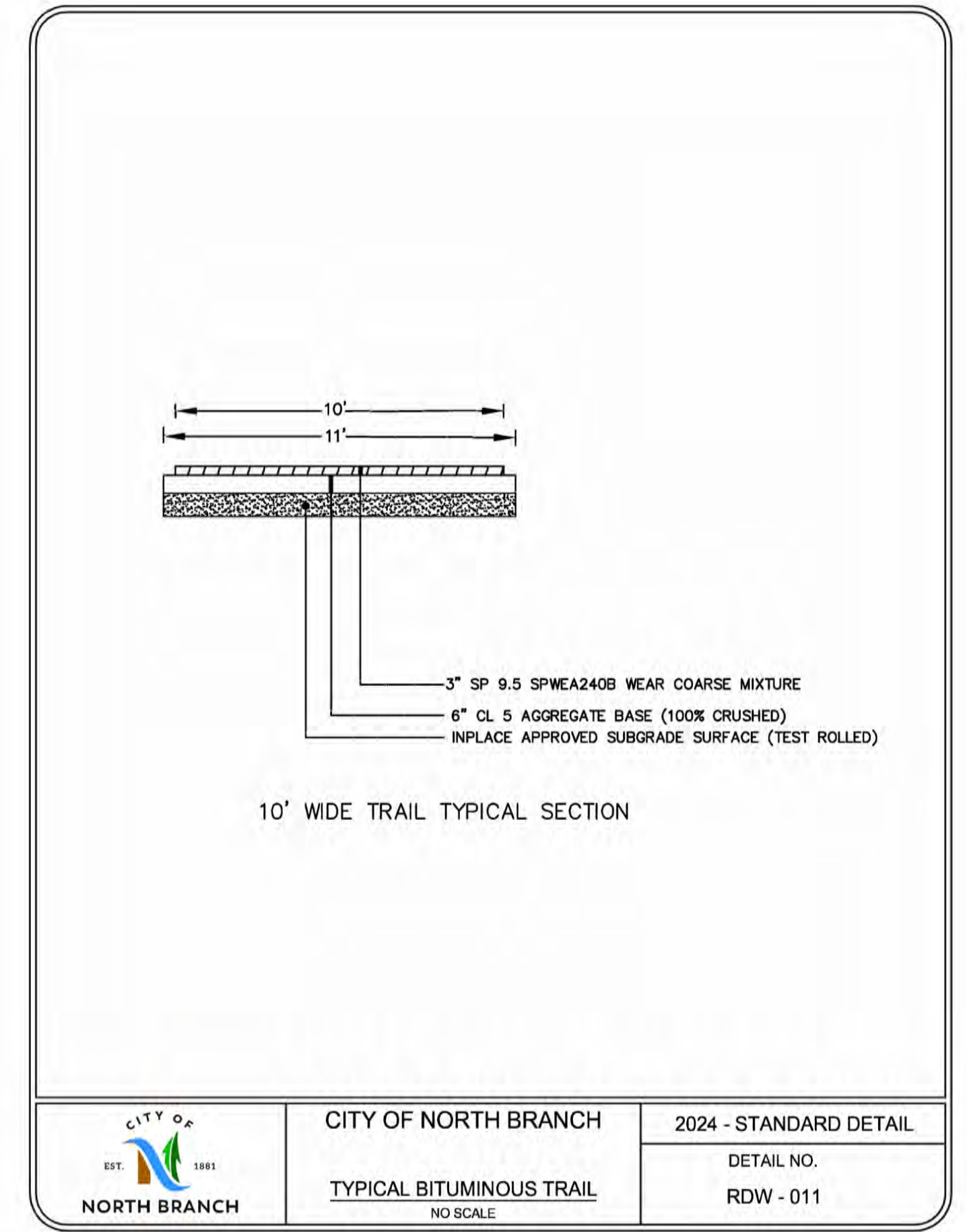
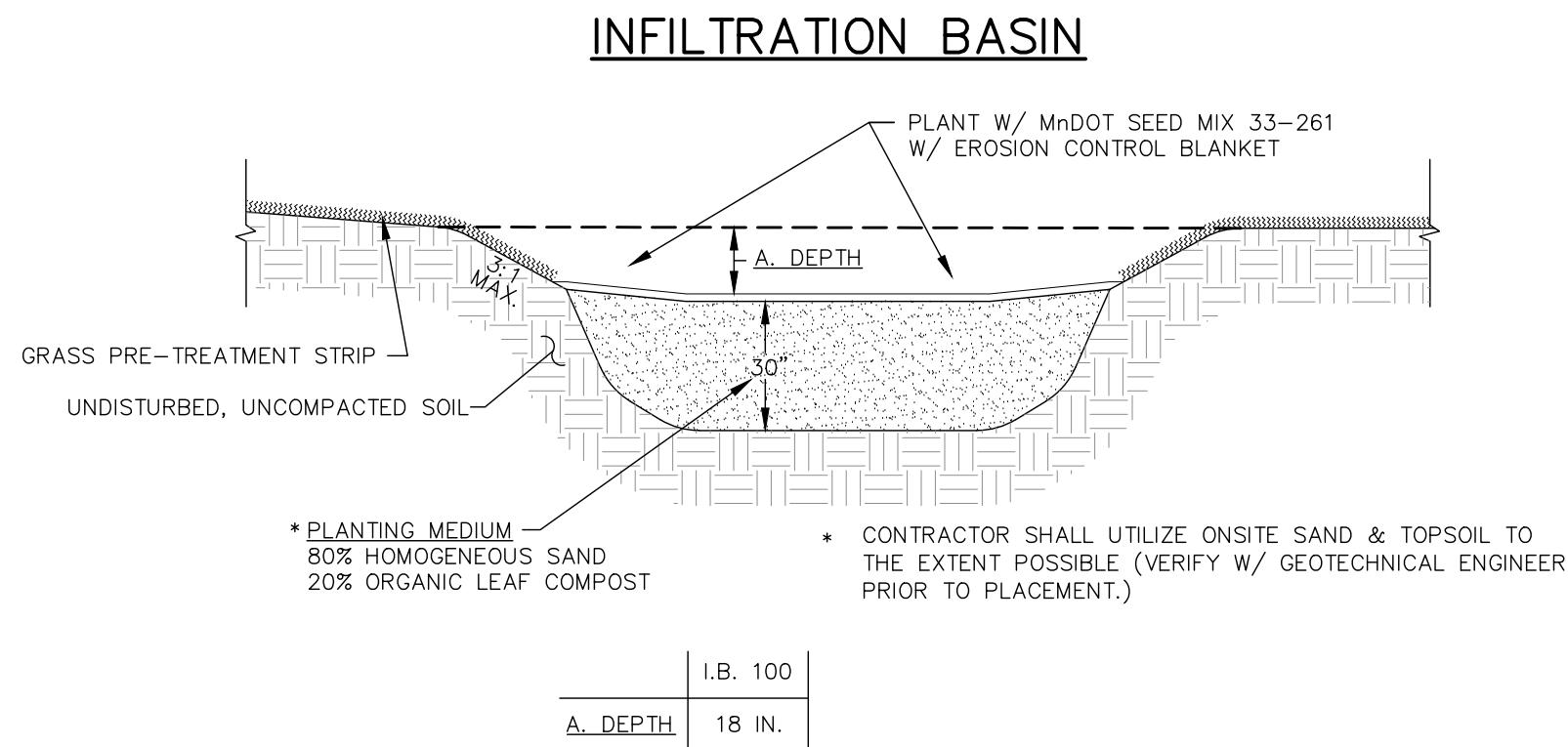


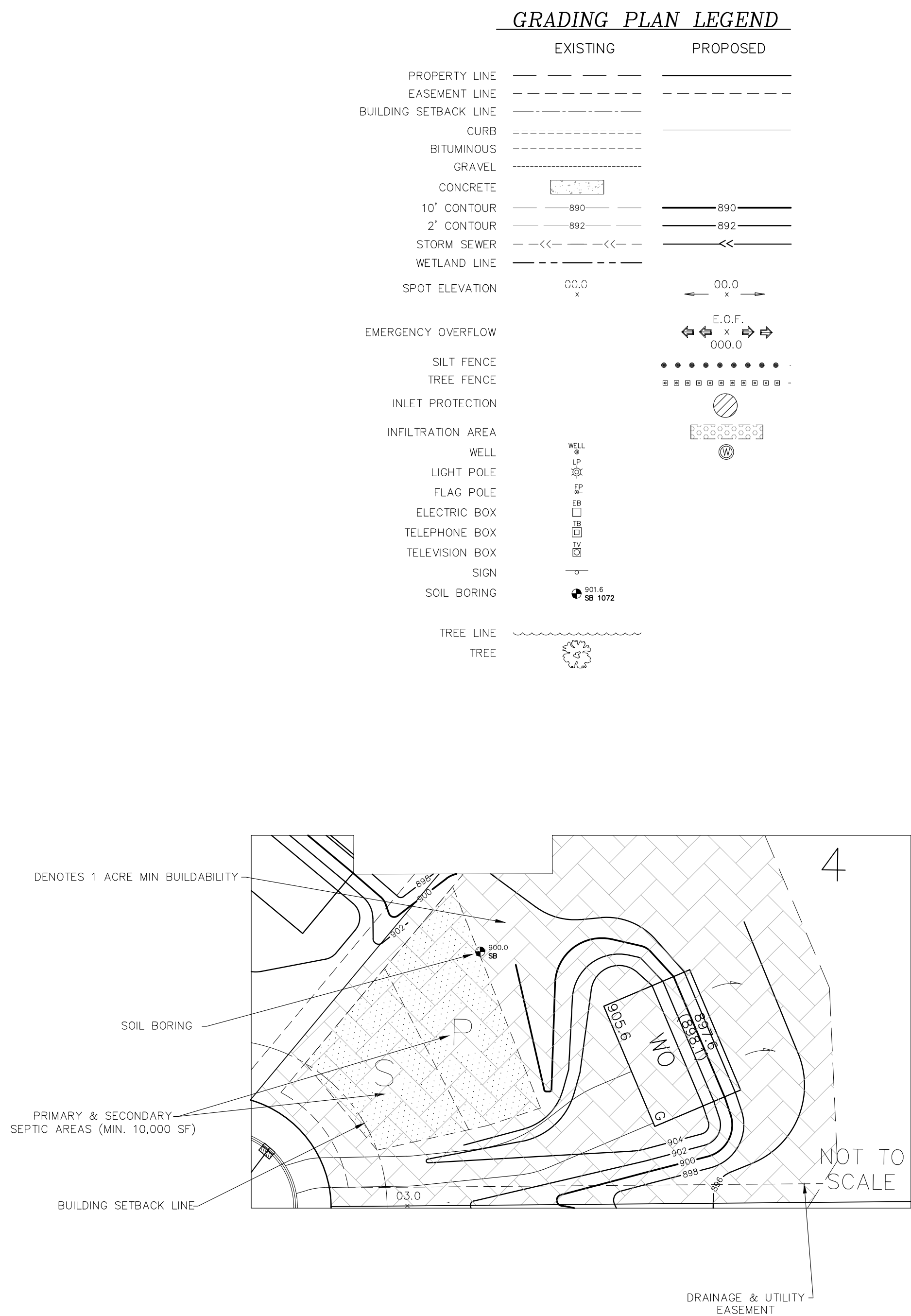
NOTES:

1. TREE FENCING SHALL BE PLACED A MINIMUM OF 1 FOOT PER CALIPER INCH OF TREE DIAMETER FROM TREE(S) THAT IS/ARE TO BE SAVED.
2. ANCHOR POST MAY BE SPACED UP TO 10 FEET APART.
3. SECURELY ATTACH TREE FENCE TO ANCHOR POSTS W/ MINIMUM OF TWO ATTACHMENTS PER POST.
4. SEE MNDOT SPECIFICATION 2572.

ROCK CONSTRUCTION ENTRANCE

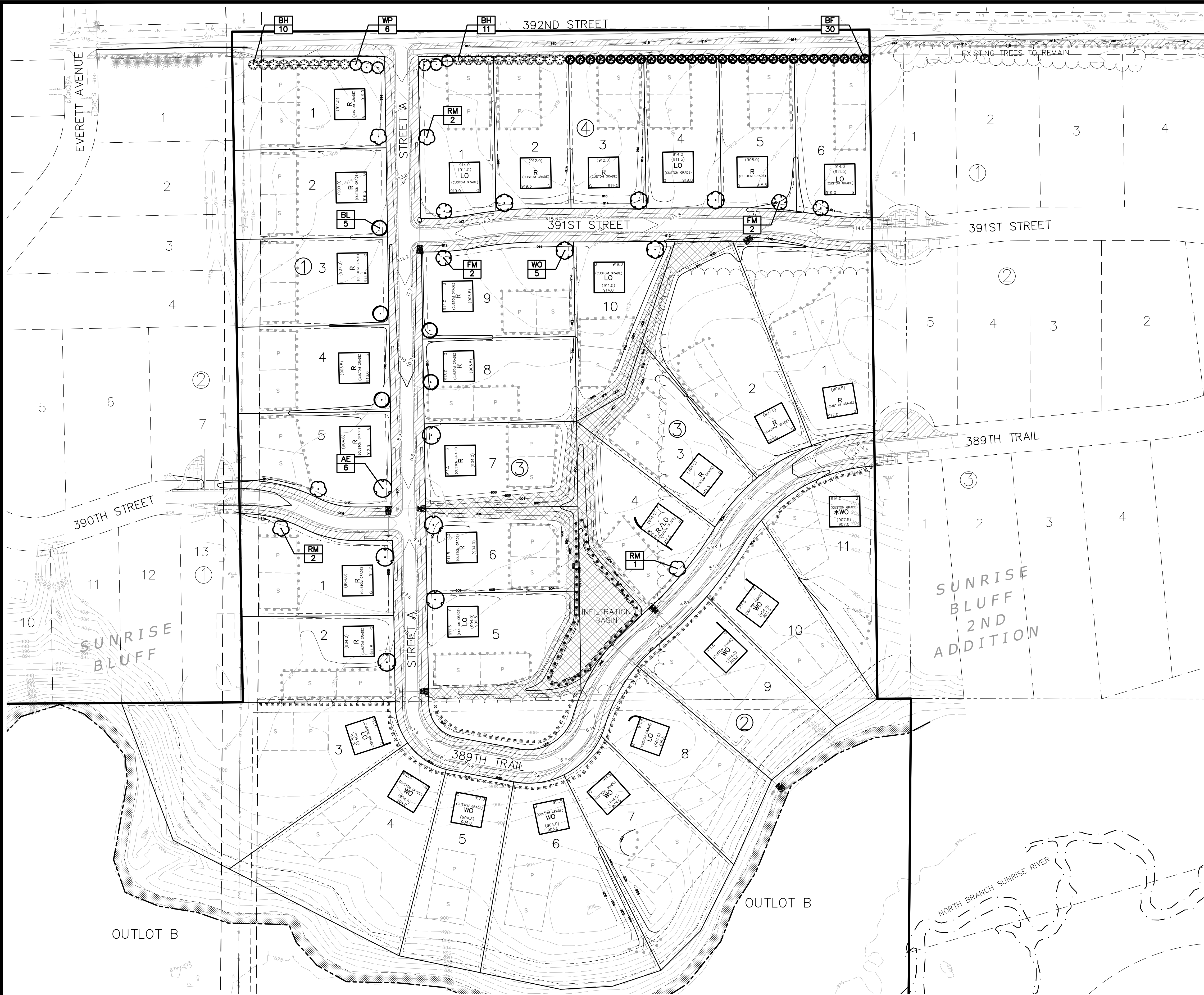






LIVABILITY CHART - (SUNRISE BLUFF 3RD ADDITION)												
SOIL BORINGS												
GRADING REFERENCE NUMBER	LOT AREA (AC.)	GROSS LIVABILITY AREA (SF)	ISTS AREA (SF) (INCLUDED IN LIVABILITY)	BORING NO.	BORING ELEVATION	BORING DEPTH	BOTTOM BORING ELEVATION	MOTTLES DEPTH	MOTTLES ELEVATION	PROPOSED LOWEST FLOOR ELEV.	HOUSE TYPE	RECOMMENDED GARAGE FLOOR ELEV.
101	1.25	43563	10667	1001	916.5	1.2	915.3	1.2	915.3	911.5	R	919.0
				1003	914.1	1.4	912.7	-	-			
				1004	918.0	1.4	916.6	-	-			
				1005	916.6	1.2	915.4	1.2	915.4			
				1006	913.3	1.4	911.9	-	-			
102	1.21	43560	10886	1004	918.0	1.4	916.6	-	-	909.0	R	916.5
				1005	916.6	1.2	915.4	1.2	915.4			
				1006	913.3	1.4	911.9	-	-			
				1007	918.7	1.6	917.1	-	-			
				1008	915.2	1.4	913.8	-	-			
103	1.19	43562	10699	1009	911.8	1.7	910.1	-	-	907.0	R	914.5
				1007	918.7	1.6	917.1	-	-			
				1008	915.2	1.4	913.8	-	-			
				1009	911.8	1.7	910.1	-	-			
				1010	912.2	1.3	910.9	-	-			
104	1.17	43560	10518	1011	911.5	1.4	910.1	-	-	905.5	R	913.0
				1010	912.2	1.3	910.9	-	-			
				1011	911.5	1.4	910.1	-	-			
				1012	910.7	1.6	909.1	-	-			
				1013	911.1	1.3	909.8	-	-			
105	1.12	43561	10487	1014	910.5	1.4	909.1	-	-	904.8	R	912.3
				1015	909.6	1.4	908.2	-	-			
				1016	910.4	1.3	909.1	-	-			
				1017	910.1	1.5	908.6	-	-			
				1018	909.4	1.5	907.9	-	-			
106	1.17	45378	10501	1019	910.9	1.2	909.7	1.2	909.7	904.0	R	911.5
				1021	909.9	1.4	908.5	-	-			
				1022	909.2	1.4	907.8	-	-			
				1024	909.7	1.2	908.5	1.2	908.5			
				1025	908.2	1.3	906.9	-	-			
107	1.16	45378	10500	1024	909.7	1.2	908.5	1.2	908.5	904.0	R	911.5
				1025	908.2	1.3	906.9	-	-			
				1026	908.0	1.3	906.7	1.3	906.7			
				1028	909.0	1.5	907.5	-	-			
				1030	905.1	1.3	903.8	-	-			
108	2.69	47976	10501	1031	910.3	1.6	908.7	1.6	908.7	904.0	LO	911.5
				1033	905.4	1.5	903.9	-	-			
				1035	906.1	1.4	904.7	-	-			
				1036	905.2	1.4	903.8	-	-			
				1038	898.4	1.4	897.0	-	-			
109	2.01	64043	10677	1036	905.2	1.4	903.8	-	-	904.5	VO	912.0
				1038	898.4	1.4	897.0	-	-			
				1039	902.8	1.3	901.5	-	-			
				1041	909.5	1.3	908.2	-	-			
				1042	900.4	1.3	899.1	-	-			
110	1.30	44088	10501	1041	909.5	1.3	908.2	-	-	904.5	VO	912.0
				1042	900.4	1.3	899.1	-	-			
				1043	899.0	1.3	897.7	-	-			
				1044	903.1	1.1	902.0	1.1	902.0			
				1047	908.2	1.3	906.9	1.3	906.9			
111	2.16	68352	10501	1043	899.0	1.3	897.7	-	-	904.0	VO	911.5
				1047	908.2	1.3	906.9	1.3	906.9			
				1048	904.9	1.3	903.6	-	-			
				1050	904.0	1.5	902.5	-	-			
				1051	908.2	1.4	906.8	-	-			
112	1.57	52037	10501	1050	904.0	1.5	902.5	-	-	904.0	VO	911.5
				1051	908.2	1.4	906.8	-	-			
				1053	899.3	1.3	898.0	-	-			
				1055	905.9	1.5	904.4	-	-			
				1057	893.0	1.3	891.7	-	-			
113	1.34	43574	10501	1055	905.9	1.5	904.4	-	-	904.0	LO	911.5
				1057	893.0	1.3	891.7	-	-			
				1059	901.9	1.2	900.7	-	-			
				1060	905.9	1.2	904.7	-	-			
				1061	902.3	1.5	900.8	1.5	900.8			
114	1.45	46554	10506	1067	903.1	1.25	901.9	-	-	904.0	VO	911.5
				1060	905.9	1.2	904.7	-	-			
				1061	902.3	1.5	900.8	1.5	900.8			
				1064	902.5	1.4	901.1	-	-			
				1065	904.6	1.6	903.0	-	-			
115	1.21	47027	10507	1067	903.1	1.25	901.9	-	-	904.0	VO	911.5
				1069	903.0	1.3	901.7	-	-			
				1064	902.5	1.4	901.1	-	-			
				1069	903.0	1.3	901.7	-	-			
				1071	904.3	1.3	903.0	-	-			
116	1.27	43774	10557	1072	901.6	1.1	900.5	1.1	900.5	907.5	*VO	916.0
				1077	894.0	1.3	892.7	-	-			
				1071	904.3	1.3	903.0	-	-			
				1074	901.2	1.3	899.9	-	-			
				1076	914.6	1.3	913.3	-	-			
				1077	894.0	1.3	892.7	-	-			

LIVABILITY CHART - (SUNRISE BLUFF 3RD ADDITION)												
SOIL BORINGS												
GRADING REFERENCE NUMBER	LOT AREA (AC.)	GROSS LIVABILITY AREA (SF)	ISTS AREA (SF) (INCLUDED IN LIVABILITY)	BORING NO.	BORING ELEVATION	BORING DEPTH	BOTTOM BORING ELEVATION	MOTTLES DEPTH	MOTTLES ELEVATION	PROPOSED LOWEST FLOOR ELEV.	HOUSE TYPE	RECOMMENDED GARAGE FLOOR ELEV.
117	1.73	75193	10594	1078	915.8	1.5	914.3	-	-	909.5	R	917.0
				1079	927.2	1.3	925.9	-	-			
				1080	916.7	1.3	915.4	-	-			
				1082	913.5	1.3	912.2	-	-			
				1084	914.5	1.3	913.2	-	-			
				1127	910.8	1.5	909.3	-	-			
				1079	927.2	1.3	925.9	-	-			
118	1.92	78753	10515	1084	914.5	1.3	913.2	-	-	907.5	R	915.0
				1085	914.2	1.3	912.9	-	-			
				1086	913.7	1.2	912.5	-	-			
				1088	910.9	1.3	909.6	-	-			
				1089	907.8	1.3	906.5	-	-			
				1127	910.8	1.5	909.3	-	-			
				1088	910.9	1.3	909.6	-	-			
119	1.20	49836	10467	1089	907.8	1.3	906.5	-	-	904.0	R	911.5
				1090	904.6	1.4	903.2	-	-			
				1091	909.0	1.5	907.5	-	-			
				1092	909.4	1.6	907.8	-	-			
				1089	907.8	1.3	906.5	-	-			
				1090	904.6	1.4	903.2	-	-			
				1091	909.0	1.5	907.5	-	-			
120	1.63	43891	10385	1090	904.6	1.4	903.2	-	-	904.0	R/LO	911.5
				1091	909.0	1.5	907.5	-	-			
				1092	909.4	1.6	907.8	-	-			
				1096	906.0	1.6	904.4	-	-			
				1097	902.8	1.4	901.4	-	-			
				1099	907.8	1.4	906.4	-	-			
				1100	905.0	1.4	903.6	-	-			
121	1.98	46082	10668	1102	904.2	1.7	902.5	-	-	904.0	LO	911.5
				1103	904.4	1.3	903.1	-	-			
				1104	909.1	1.3	907.8	-	-			
				1105	904.3	1.6	902.7	-	-			
				1104	909.1	1.3	907.8	-	-			
				1105	904.3	1.6	902.7	-	-			
				1107	908.1	1.4	906.7	-	-			
122	1.15	43841	10650	1109	910.4	1.5	908.9	-	-	904.0	R	911.5
				1110	908.2	1.4	906.8	-	-			
				1109	910.4	1.5	908.9	-	-			
				1110	908.2	1.4	906.8	-	-			
				1111	909.2	1.5	907.7	-	-			
				1112	909.1	1.3	907.8	-	-			
				1114	909.5	1.6	907.9	-	-			
123	1.15	45243	10442	1111	909.2	1.5	907.7	-	-	905.5	R	913.0
				1114	909.5	1.6	907.9	-	-			
				1116	909.6	1.4	908.2	-	-			
				1118	910.5	1.5	909.0	-	-			
				1119	911.7	1.5	910.2	-	-			
				1118	910.5	1.5	909.0	-	-			
				1119	911.7	1.5	910.2	-	-			
124	1.15	50100	10500	1121	912.5	1.4	911.1	-	-	906.5	R	914.0
				1123	911.4	1.7	909.7	-	-			
				1124	914.7	1.5	913.2	-	-			
				1125	913.9	1.3	912.6	-	-			
				1127	910.8	1.5	909.3	-	-			
				1128	916.0	1.5	914.5	-	-			
				1129	911.7	1.4	910.3	-	-			
125	1.24	54225	10500	1132	912.0	1.4	910.6	-	-	911.5	LO	919.0
				1133	912.3	1.8	910.5	-	-			
				1134	913.3	1.8	911.5	-	-			
				1135	911.5	1.5	910.0	-	-			
				1136	911.9	1.5	910.4	-	-			
				1138	913.9	1.8	912.1	-	-			
				1139	911.5	1.5	910.0	-	-			
126	1.08	46924	10230	1140	913.0	1.7	911.3	-	-	912.0	R	919.5
				1141	915.6	1.5	914.1	-	-			
				1143	916.3	1.3	915.0	-	-			
				1144	918.8	1.4	917.4	-	-			
				1146	918.8	1.1	917.7	1.1	917.7			
				1147	916.7	1.7	915.0	-	-			
				1148	918.8	1.1	917.7	1.1	917.7			
127	1.07	46801	10500	1149	918.6	1.5	917.1	-	-	912.0	R	919.5
				1150	917.0	1.7	915.3	-	-			
				1152	914.9	1.6	913.3	-	-			
				1153	911.9	1.4	910.5	-	-			
				1154	914.2	1.4	912.8	-	-			
				1156	917.1	1.4	915.7	-	-			
				1157	917.1	1.4	915.7	-	-			
128	1.03	43870	10500	1158	917.1	1.4	915.7	-	-	911.5	LO	919.0
				1159	917.1	1.4	915.7	-	-			
				1160	917.1	1.4	915.7	-	-			
				1161	917.1	1.4	915.7	-	-			
				1162	917.1	1.4	915.7	-	-			
				1163	917.1	1.4	915.7	-	-			
				1164	917.1	1.4	915.7	-	-			
129	1.02	44403	10500	1165	917.1	1.4	915.7	-	-	911.5	LO	919.0
				1166	917.1	1.4	915.7	-	-			
				1167	917.1	1.4	915.7	-	-			
				1168	917.1	1.4	915.7	-	-			
				1169	917.1	1.4	915.7	-	-			
				1170	917.1	1.4	915.7	-	-			
				1171	917.1	1.4	915.7	-	-			
130	1.02	44403	10375	1172	917.1	1.4	915.7	-	-	911.5	LO	919.0
				1173	917.1	1.4	915.7	-	-			
				1174	917.1	1.4	915.7	-	-			
				1175	917.1	1.4	915.7	-	-			
				1176	917.1	1.4	915.7	-	-			
				1177	917.1	1.4	915.7	-	-			
				1178	917.1	1.4	915.7	-	-			
131	1.02	44536	10500	1179	917.1	1.4	915.7	-	-	911.5	LO	919.0
				1180	917.1	1.4	915.7	-	-			
				1181	917.1	1.4	915.7	-	-			
				1182	917.1	1.4	915.7	-	-			
				1183	917.1	1.4	915.7	-	-			
				1184	917.1	1.4	915.7	-	-			
				1185	917.1	1.4	915.7	-	-			
132	1.07	46455	10500	1186	917.1	1.4	915.7	-	-	911.5	LO	919.0
				1187	917.1	1.4	915.7	-	-			
				1188	917.1	1.4	915.7	-	-			
				1189	917.1	1.4	915.7	-	-			
				1190	917.1	1.4	915.7	-	-			
				1191	917.1	1.4	915.7	-	-			
				1192	917.1	1.4	915.7	-	-			



NORTH BRANCH LANDSCAPE REQUIREMENTS

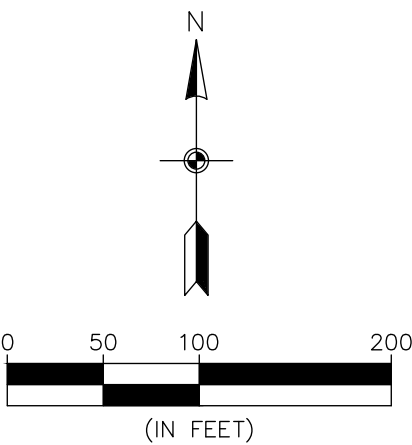
1. TREES, MINIMUM ONE (1) OVERSTORY DECIDUOUS OR CONIFEROUS TREE PER DWELLING UNIT REQUIRED. THE COMPLEMENT OF TREES FULFILLING THE REQUIREMENTS OF THIS SECTION SHALL BE NOT LESS THAN 25 PERCENT DECIDUOUS AND NOT LESS THAN 25 PERCENT CONIFEROUS.

TREES REQUIRED = 32 (32 UNITS)
TREES PROVIDED = 82 (30% DEC. / 70% CON.)

NOTE: LOTS 3-11, BLOCK 2 AND LOTS 1-3 BLOCK 3 ARE WOODED, EXISTING TREES TO REMAIN CREDITED TOWARDS MINIMUM NUMBER OF TREES REQUIRED.

LANDSCAPE PLAN NOTES

1. EXISTING CONDITIONS. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
2. UTILITY LOCATES. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL GOPHER STATE ONE-CALL AT 651-454-0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS 'FIELD VERIFY' ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
3. PERMITS. CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
4. EXISTING ITEMS TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
5. CONSTRUCTION STAGING AND ACCESS. CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
6. SITE REMOVALS. REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS 'REMOVED BY OTHERS' OR 'REMOVE AND SALVAGE.'
7. UTILITY COORDINATION. REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
8. CONSTRUCTION STAKING. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
9. DIMENSIONS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
10. PLAN QUANTITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
11. REFERENCE SPECIFICATIONS. THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
 1. ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
 2. LANDSCAPE SPECIFICATIONS.
 3. PLAN DRAWINGS.
 4. PLANT / MATERIAL SCHEDULES.
 5. CITY STANDARD SPECIFICATIONS AND DETAILS.
 6. MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.



3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Print Name: Ryan J. Rutger, RLA
Signature:
Date: 6/10/24 License #: 56346

Drawn: RJR
Designed: RJR
Date: 6/10/24

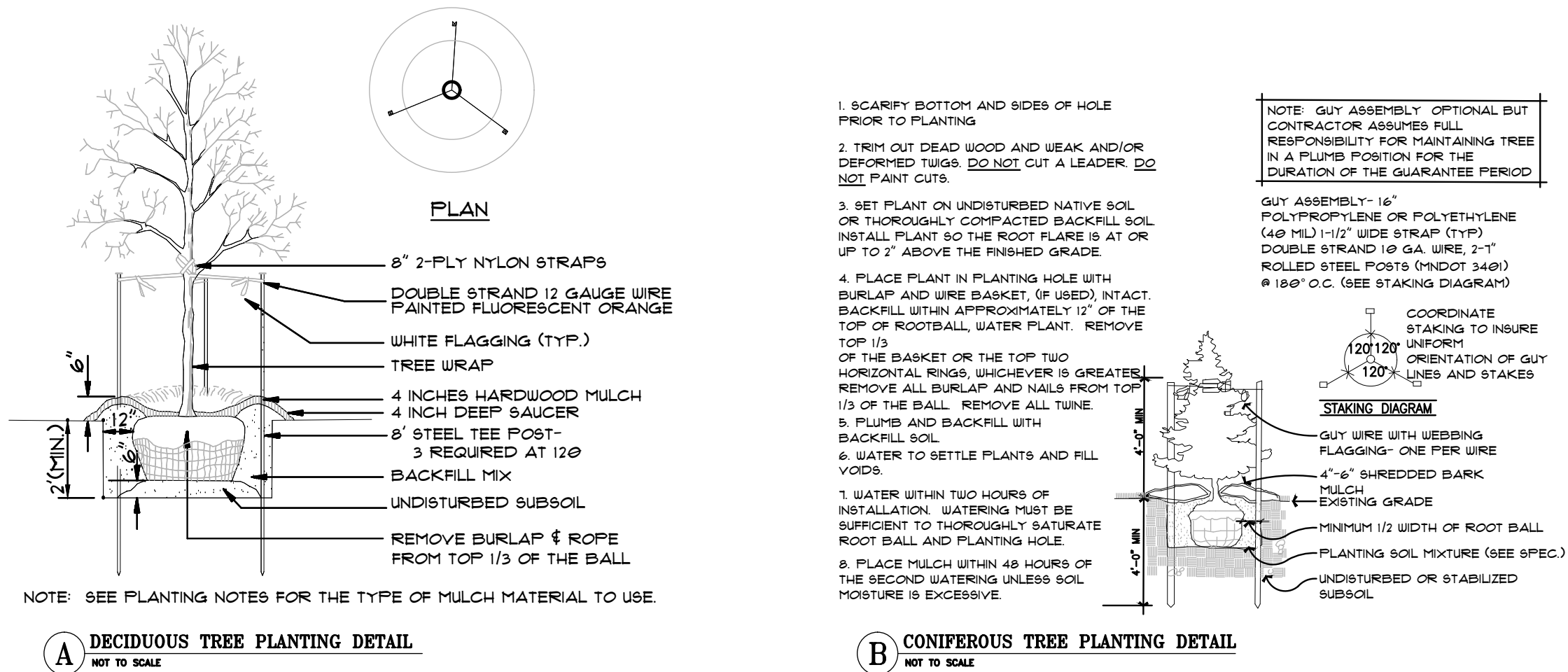
Revisions:
1. 8/5/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

**SUNRISE BLUFF
3RD ADDITION**
North Branch, MN

**PRELIMINARY
LANDSCAPE PLAN**

L1
of
2



LANDSCAPE SPECIFICATIONS

- TREE PROTECTION.** ALL TREES NOT SPECIFICALLY NOTED OR MARKED ON SITE FOR REMOVAL SHALL REMAIN PROTECTED AND UNDISTURBED DURING CONSTRUCTION. TREE PROTECTION SHALL EXTEND TO THE DRIP LINE, WITHIN WHICH NO CONSTRUCTION ACTIVITY, MATERIAL STORAGE, OR VEHICLE PARKING SHALL BE PERMITTED. TREE PROTECTION FENCING SHALL BE ERRECTED PRIOR TO CONSTRUCTION START PER PLANS OR AS DIRECTED BY OWNER/LANDSCAPE ARCHITECT AND SHALL CONSIST OF 4' TALL HEAVY DUTY ORANGE CONSTRUCTION FENCING WITH 6" STEEL FENCE POSTS SPACED 6' O.C. MAX.
- EROSION CONTROL.** REFER TO CIVIL PLAN SHEETS FOR STORMWATER POLLUTION PREVENTION PLAN (SWPPP), AND TEMPORARY AND PERMANENT STORMWATER BMPs, INCLUDING SILT FENCE, BIO-ROLLS, INLET PROTECTION, EROSION CONTROL BLANKETING, DUST CONTROL, SWEEPING AND ROCK CONSTRUCTION ENTRANCE. ALL DISTURBED AREAS SHALL RECEIVE PERMANENT STABILIZATION IN ACCORDANCE WITH THE LANDSCAPE PLAN WITHIN 7 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREA HAS CEASED. IN THE EVENT PERMANENT STABILIZATION CANNOT BE IMPLEMENTED WITHIN 7 DAYS, TEMPORARY STABILIZATION BMPs MUST BE IMPLEMENTED WITHIN 7 DAYS USING.
- CLEARING AND GRUBBING.** CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING ALL AREAS INDICATED AS BEING DISTURBED OR OTHERWISE SHOWN ON PLANS. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL AND DISPOSAL OF ALL TREES, STUMPS, BRUSH, GRASS, ROOTS AND OTHER ORGANIC MATERIAL AT AN APPROVED OFF-SITE DISPOSAL LOCATION.
- SOIL PREPARATION.** REFER TO GEOTECHNICAL REPORT FOR ANY REQUIRED SOIL CORRECTIONS, AMENDMENTS OR ADDITIONAL INFORMATION (IF APPLICABLE). EXISTING TOPSOIL SHALL BE STRIPPED FROM ALL DISTURBED AREAS AND STOCKPILED IN AN APPROVED LOCATION FOR RE-SPREAD. ALL AREAS WHERE SOIL HAS BEEN COMPACTED BY CONSTRUCTION ACTIVITY AND THAT ARE INDICATED TO BE SODDED, SEEDED OR PLANTING BED SHALL BE DE-COMPACTED TO A MINIMUM DEPTH OF 12 INCHES BY SOIL RIPPING, TILLING OR OTHER APPROVED SOIL LOOSENING METHOD.
- TOPSOIL MATERIAL.** ALL EXISTING, AMENDED OR IMPORTED TOPSOIL SHALL MEET THE REQUIREMENTS OF MNDOT TOPSOIL TYPE A. A MINIMUM 4 INCH DEPTH OF TOPSOIL SHALL BE PLACED ON ALL AREAS TO BE SODDED OR SEEDED. A MINIMUM 12 INCH DEPTH OF TOPSOIL SHALL BE PLACED WITHIN ALL PLANTING BED AREAS. ALL TOPSOIL SHALL BE FINE GRADED, RAKED AND DRAGGED TO PROVIDE A SMOOTH, UNIFORM SURFACE. TOPSOIL GRADES SHALL BE WITHIN .1 FEET OF INDICATED FINISHED GRADE AND SHALL BE TRUE TO GRADIENTS SHOWN ON PLANS. REFER TO CIVIL PLAN SHEETS FOR FILTRATION BASIN SOIL REQUIREMENTS.
- SEEDING AND TURF ESTABLISHMENT.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SEEDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SEEDING. SEEDS SHALL BE SOWN IN 2 PERPENDICULAR PASSES, EACH PASS AT ONE-HALF THE INDICATED RATE, VIA BROADCAST SPREADER, DROP SEEDER OR DRILL SEEDER. FOLLOWING SEED APPLICATION, INSTALL TYPE 3N EROSION CONTROL BLANKET ON ALL SLOPES GREATER THAN 4:1. IN ALL OTHER AREAS, APPLY HYDROMULCH COVER (MUST BE A SEPARATE OPERATION FROM SEEDING) AT A TARGETED DRY WEIGHT RATE OF 3500 LBS PER ACRE. SOIL SHALL BE KEPT MOIST DURING ESTABLISHMENT WITH ADDITIONAL RE-SEEDING AS NECESSARY TO ACHIEVE A HEALTHY, UNIFORM STAND OF GRASS, FREE OF WEEDS AND WITH COVERAGE EXCEEDING 75% IN ANY 10'x10' AREA PRIOR TO FINAL ACCEPTANCE.
- SODDING.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SODDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SODDING AND ROLL TOPSOIL TO CREATE A UNIFORM SURFACE FOR LAYING SOD. SOD SHALL NOT BE CUT MORE THAN 24-HOURS IN ADVANCE OF INSTALLATION. CONTRACTOR SHALL KEEP SOD MOIST FOR A MINIMUM OF 30 DAYS AND SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD UNTIL FINAL ACCEPTANCE.
- PLANT MATERIAL.** ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSEYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS. OWNER/LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION. NO SUBSTITUTION OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PLANT MATERIAL SUBSTITUTIONS.** ALL REQUESTS FOR PLANT SUBSTITUTIONS SHALL BE MADE IN WRITING TO THE OWNER/LANDSCAPE ARCHITECT AND MUST BE APPROVED BY THE CITY.

- PLANT INSTALLATION AND ESTABLISHMENT.** REFER TO STANDARD PLANTING DETAILS. CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER/LANDSCAPE ARCHITECT PRIOR TO PLANTING. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE.
- MULCH MATERIAL.** DOUBLE SHREDDED HARDWOOD MULCH OR ROCK MULCH AS INDICATED ON PLANS. ALL MULCH SHALL BE CLEAN AND FREE OF NOXIOUS WEEDS, SOIL, OR OTHER DELETERIOUS MATERIAL, AND SHALL BE INSTALLED OVER A NON-WOVEN GEOTEXTILE FABRIC (INCIDENTAL) OR OTHER APPROVED WEED BARRIER TO A MINIMUM SETTLED DEPTH OF 4". MULCH SHALL BE HELD BACK FROM PLANT STEMS/TRUNKS A MINIMUM OF 3". WOOD MULCH SHALL BE PLACED AROUND INDIVIDUAL TREES TO A 4' MINIMUM DIAMETER. MULCH SHALL BE INSTALLED WITHIN 48-HOURS OF PLANT INSTALLATION.
- LANDSCAPE EDGING.** INSTALL LANDSCAPE EDGING BETWEEN ALL MULCH AREAS AND TURF. EDGING SHALL BE COMMERCIAL GRADE BLACK POLYETHYLENE OR VINYL EDGING, 0.1 INCH THICK BY 5 INCHES DEEP, V-LIPPED BOTTOM, HORIZONTALLY GROOVED, 1-INCH ROUND TOP, EXTRUDED IN STANDARD LENGTHS, WITH 9-INCH STEEL ANGLE STAKES.
- MAINTENANCE.** MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE MOWING, TRIMMING, WATERING, FERTILIZING, WEED AND PESTICIDE CONTROL, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL RETAIN RESPONSIBILITY FOR ALL PLANT MATERIAL THROUGH THE COMPLETION OF THE WARRANTY PERIOD.
- WATERING.** UPON ESTABLISHMENT OF SEED AND INSTALLATION OF PLANTS, CONTRACTOR SHALL MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS AND TURF AREAS A MINIMUM OF ONCE A WEEK. MORE FREQUENT WATERING MAY BE REQUIRED DURING PERIODS OF HOT, DRY WEATHER. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER. IN THE ABSENCE OF PERMANENT IRRIGATION, TEMPORARY IRRIGATION, TREE WATERING BAGS, OR HAND-WATERING ARE ACCEPTABLE.
- NATIVE PLANT ESTABLISHMENT.** THIS PROJECT INCLUDES ONE OR MORE NATIVE PLANT SEED MIXES CONSISTING OF A VARIETY OF GRASSES, SEDGES AND FLOWERING FORBS. BECAUSE THESE PLANTS TYPICALLY HAVE A LONGER GERMINATION PERIOD, A COVER CROP SPECIES IS REQUIRED TO PROVIDE TEMPORARY COVER AND STABILIZATION. MAINTENANCE OF THESE SEEDED AREAS IS CRITICAL DURING THE FIRST SEVERAL YEARS TO ESTABLISH A SUCCESSFUL NATIVE PLANT COMMUNITY. SEEDED AREAS SHALL BE MOWED / WEED-WHIPPED TO A HEIGHT OF 6-10 INCHES IN MID-JULY AND EARLY SEPTEMBER DURING THE FIRST 2-3 YEARS OF ESTABLISHMENT. IN ADDITION, ALL NON-NATIVE SPECIES / WEEDS SHALL BE SPOT SPRAYED NO LESS THAN 3 TIMES A YEAR WITH HERBICIDE BY A LICENSED APPLICATOR. RE-SEEDING AS NECESSARY SHALL OCCUR IN MAY. A NATIVE PLANT COMMUNITY SHALL BE CONSIDERED SUCCESSFULLY ESTABLISHED NO SOONER THAT 3 YEARS AFTER INITIAL SEEDING - ONCE THE COVER CROP HAS BEEN SUFFICIENTLY REPLACED BY NATIVE PLANTS AND THE AREA IS FREE OF ALL NON-NATIVE AND INVASIVE SPECIES. AT THIS TIME, MAINTENANCE CAN BE REDUCED TO MOWING / WEED-WHIPPING TO A HEIGHT OF 6-10 INCHES ONCE A YEAR IN EARLY SEPTEMBER AND SPOT SPRAYING OF HERBACIDE ONLY AS NEEDED.
- FINAL ACCEPTANCE.** UPON SUBSTANTIAL COMPLETION OF THE WORK, CONTRACTOR SHALL REQUEST FINAL ACCEPTANCE OF THE WORK IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT. IF ANY WORK IS FOUND TO BE INCOMPLETE OR UNSATISFACTORY IN THE OPINION OF THE OWNER/LANDSCAPE ARCHITECT, A WRITTEN PUNCH LIST WILL BE PREPARED LISTING ALL ITEMS THAT REQUIRE COMPLETING OR CORRECTING BEFORE FINAL ACCEPTANCE.
- WARRANTY.** ALL PLANTS, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND MATERIAL.



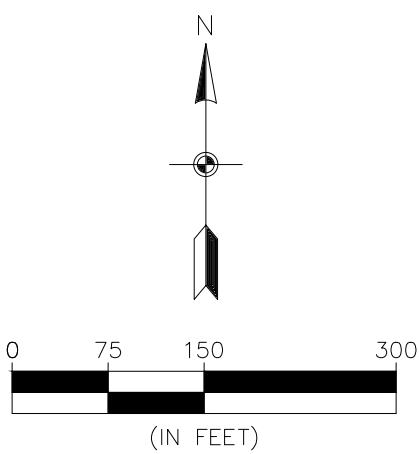
LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
CURB	---	---
BUILDING SETBACK LINE	---	---
BITUMINOUS	---	---
GRAVEL	---	---
CONCRETE	---	---
10' CONTOUR	---890---	---890---
2' CONTOUR	---892---	---892---
SILT FENCE	---	---
TREE FENCE	---	---
TREE LINE	---	---
TREE SAVE AREA		---
EXISTING OFFSITE TREE AREA		---
TREE REMOVE AREA		---
TREE (CONIF./DECID.)	✱ ✱	✱ ✱

TREE TOTALS

TOTAL TREE AREA REMOVED	10.4 AC
TOTAL TREE AREA SAVED	25.6 AC
TOTAL TREE AREA	36.0 AC

NOTE: THE PROPOSED HOMES ARE CUSTOM GRADED.
SAVE/REMOVE AREAS ARE SUBJECT TO CHANGE
WITH FINAL HOME CONSTRUCTION.



BENCHMARK

1. Minnesota Department of Transportation
Geodetic GSID Station No. 4775 (MnDot
Name BEV MNDT)
Elevation 921.03 ft. (NAVD88)
2. Minnesota Department of Transportation
Geodetic GSID Station No. 85681 (MnDot
Name otterness 2)
Elevation 902.87 ft. (NAVD88)

**CARLSON
McCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am a duly
Licensed Professional Engineer under
the laws of the State of Minnesota

Print Name: Aaron D. Briski, P.E.
Signature: *Aaron Briski*
Date: 6/10/24 License #: 57811

Drawn: NJP
Designed: ADB
Date: 6/10/24

Revisions:
1. 8/5/24 per City Comments

LARRY BEACH CONSTRUCTION, INC.
4731 - 400th Street N
North Branch, Minnesota 55056

**SUNRISE BLUFF
3RD ADDITION**
North Branch, MN

TREE PRESERVATION PLAN

T1
of
T1



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/12/2024

Board & Commission: City Council

**Subject: Resolution R-78-2024 Approving a Variance for Buildable Acreage for Lot 9,
Block 2, Sunrise Bluff 3rd Addition**

Planning Commission Recommendation and Requested Action

Motion to approve Resolution R-78-2024 Approving a Variance for buildable acreage for Lot 9, Block 2 of the Sunrise Bluff 3rd Addition with conditions and findings of fact as presented by staff

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.

A RESOLUTION APPROVING A VARIANCE FOR BUILDABLE ACREAGE FOR LOT 9, BLOCK 2 of SUNRISE BLUFF 3rd ADDITION OF THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA

WHEREAS, the Applicant, Larry Beach Construction, has requested a variance for reduced buildable acreage for the property legally described in Exhibit A; and,

WHEREAS, Section 66-451 and Section 66-210 of the City Code require all Rural Residential lots to have one acre of buildable land as defined in Section 66-8; and,

WHEREAS, an existing electric easement for a buried electrical line intersects the property; and,

WHEREAS, the location of the easement does not allow for a reasonable lot design for Lot 9 of Block 2 of Sunrise Bluff 3rd Addition; and,

WHEREAS, on July 22, 2024, the Planning Commission considered the applicant's submission, the contents of the staff report, and other evidence available to the Commission and unanimously recommended approval; and

WHEREAS, on August 15, 2024, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the City Council held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on August 15, 2024, the City Council considered the requested variance 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 NORTH BRANCH, MINNESOTA, HEREBY APPROVES THE REQUESTED VARIANCE FOR REDUCED BUILDABLE ACREAGE BASED ON THE FOLLOWING FINDINGS OF FACT:

1. The proposed use fits in with existing permitted uses making it in harmony with the general purposes and intent of the Ordinance.
2. The proposed use of a single-family residential home is consistent with the Comprehensive Plan.
3. Reasonableness: The intended use of the property as a single-family home is a reasonable way for the property owner to want to use their property. The proposed use is able to be served on the lot without the need for additional variance. The property owner proposes to use the property in a reasonable manner.
4. Uniqueness: The condition that has led to the request for a variance was a pre-existing condition of the property and was not created by the property owner. The circumstance of an existing electric easement with existing subdivisions of similar design is unique to this property.

5. Essential Character: The granting of this variance will create conditions that allow the property owner to improve the property for a rural residential use that is consistent with the existing character of the area and does not alter the essential character of the neighborhood.
6. The variance involves a use that is allowed as permitted use within the RR zoning district.

BE IT FURTHER RESOLVED, that approval of the variance for Lot 9, Block 2 of Sunrise Bluff 3rd Addition shall be subject to the following conditions:

1. Approval of this request is subject to the approval of the Sunrise Bluff 3rd Addition Preliminary and Final Plats.
2. The applicant shall record the approval document(s) with the County Recorder in accordance with Section 66-70 of the City Code at the time of recording the final plat.
3. The applicant is responsible for all fees related to the review of this application.
4. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/12/2024

Board & Commission: City Council

Subject: Resolution R-76-2024 Approval of the Keller Acres Preliminary/Final Plat

Overview / Background

Richard Keller (Applicant) and Jason Nelson (Owner) are requesting Preliminary Plat and Final Plat approval for Keller Acres (Plat). The Owner has agreed to sell 10-acres of his 39.92-acre parcel (PID: 11.00696.00) ("Property 1") located on Hemingway Avenue to the Applicant. The Applicant, with Owner consent, is proposing to create the 10-acres to be purchased and combined with his 45.04-acre parcel (PID: 11.00693.00) ("Property 2"). The land owned by the Applicant is nearly entirely surrounded by the Janet Johnson Memorial Wildlife Management Area. The Applicant is acquiring the 10-acres to secure legal access to Hemingway Avenue, allowing the Applicant to potentially construct a residential home.

Issue(s) to Consider

1. Land Use and Zoning
2. Plat Standards
3. Easements
4. Payment of fees

Analysis of Issue(s)

1. Land Use & Zoning

Both properties subject to the Plat are currently guided **Rural Residential**, per the Comprehensive Plan, and zoned **RR – Rural Residential**. Single-Family homes are Permitted Uses in the **RR** zoning district.

Land Use and Zoning standards are satisfied

2. Plat Standards

Minimum Lot Standards

The Applicant is proposing to subdivide 10-acres from Property 1 and combine those 10-acres to Property 2, resulting in a decrease in the size of Property 1 and increase in size of Property 2. No new lots are being created as a result of this Plat. For **RR** zoning, minimum lot dimensional standards are:

Type	Lot Standards				Setbacks			
	Area+	Width	Depth	Front	Side	Corner	Rear(I)	Rear(C)
Single Family	1.0 Acre	110 ft	300 ft	40 ft	10 ft	30 ft	30 ft	15 ft

Rear(I) and Rear(C) mean rear yard setbacks for interior and corner lots.

+ Area requires a minimum of 1.0 acres buildable.

Lot dimensions proposed for the 10-acres are as follows. Again, the 10-acres will be combined with Property 2.

Lot Standards			
Type	Area	Width	Depth
Rural Residential	9.75 A	331.01'	1,316.48'

Where public right-of-way does not formally exist, any subdivision of land requires the dedication of that ROW. In other words, Hemingway Avenue has existed, and the public has had use rights granted over Property 1. Because the Applicant is seeking a "change" to the land, a simple lot split or minor subdivision is not an option because the public is to gain the ROW via formal dedication. The subdivision of Property 1 requires the dedication of public road right-of-way. Thus, of the 10-acres subdivided from Property 1, 0.25 acres will be dedicated ROW.

Minimum lot dimensional standards are satisfied.

3. Easements

The Plat proposes to provide all drainage and utility easements as is required by City Code.

4. Payment of Fees

The applicant has a significant outstanding bill of \$11,731.25 with the City from a previous application for a cartway petition. It is typical to have a condition of approval on any plat application that states "All fees and financial obligations shall be received by the City prior to

the releasing of the final plat for recording.” With a land use application, the City takes a fee to cover city staff time and an escrow that pays for city consultants time. Sometimes, the escrow is not sufficient to cover the payment of bills for review of the application, and additional fees need to be paid. It is a common practice for City Council to approve an application with this condition, and then the recording to be delayed until these bills are paid.

However, in this situation and the complexity of a cartway application, the fees accrued are larger than typical. Staff has included the payment of all associated fees be paid as condition for approval of the plat but wanted to bring these outstanding fees to Council’s attention. Mr. Keller has also requested payment relief on the attorney bills incurred. Attached is Mr. Keller's request.

Mr Keller began meeting with city staff in fall 2023 to explore access to his property including a potential cartway across state land and determined to explore alternate access. Mr Keller formally submitted a cartway petition on March 7, 2024, for a cartway petition across the adjacent property owned by Jason Nelson. A the March 26, 2024 City Council meeting, the City Council approved resolution R-25-2024 to set a public hearing date of June 11, 2024 and resolution R-26-2024 requiring the petitioner to post a bond or security in the amount of \$38,200. The City notified Mr. Keller of the approved council actions on March 28, 2024 of the public hearing date and required deposit amount. Mr Keller spoke with city staff on May 8, 2024, and verbally informed that a cart way petition was no longer being pursued. The City notified the city attorney on May 8, 2024 to cease work immediately. Mr Keller submitted the formal request of the withdrawal of the caraway on May 10, 2024.

PTOS Commission Recommendation

The PTOS Commission recommended the acceptance of cash for park dedication based on the additional demands of the city's parks, trails, and open space system.

Planning Commission Summary

The Planning Commission reviewed the plat application and unanimously recommended approval. The Commission held a public hearing where only the applicant spoke. The applicant shared that he is looking forward to having access to his property, and it has been complicated to maintain access through friendly neighbor agreements in recent years.

Planning Commission Recommendation

Planning Commission unanimously recommended approval of the Preliminary Plat for Keller Acres.

Recommended City Council Action

Motion to approve Resolution R-76-2024 Approving the Preliminary Plat and Final Plat for Keller Acres.

Typical conditions tied to Preliminary Plat include, but are not limited to:

- The Applicant shall pay all applicable Development Fees associated with platting, including, but not limited to: utility trunk area charges, WAC and SAC, and Park Dedication Fee for each lot created with this Plat.
- The Applicant shall submit Grading and Erosion Control Plans, if required, and obtain all necessary approvals and pay all applicable fees prior to commencing construction on the lots.
- Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and/or the City Attorney's review of the title work and plat opinion.
- A wetland delineation and soil borings shall be conducted prior to commencing construction on the lot.
- A DNR public waters work permit shall be applied for and issued prior to constructing a crossing over the ditch.
- Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the development shall comply with all applicable state laws and city codes, ordinance, and regulations.

As noted above, the applicant will be required to provide grading and erosion control plans and obtain all necessary permits, if he opts to proceed with constructing a home.

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-76-2024

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR KELLER ACRES IN THE CITY OF NORTH BRANCH, MINNESOTA.

WHEREAS, JMRK, LLC (“Applicant”) has requested preliminary and final plat approval for the Keller Acres Plat “Plat” for the property legally described in Exhibit A (“Subject Property”); and,

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

WHEREAS, the Plat proposes to add 9.75 acres of land to an existing parcel and dedicate 0.25 acres of right-of-way to the City; and,

WHEREAS, the Plat meets the City’s Zoning and Subdivision Ordinances; and,

WHEREAS, on July 1, 2024, the Parks, Trails and Open Space Commission recommended the acceptance of cash (\$1,800) in lieu of land for park dedication; and

WHEREAS, the Planning Commission on July 9, 2024, opened and closed a duly noticed public hearing and considered the applicant’s submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

WHEREAS, on July 9, 2024, the Planning Commission recommended approval of the requested preliminary plat subject to conditions; and

WHEREAS, the final plat is in substantial conformance with the preliminary plat; and

WHEREAS, the City Council of the City of North Branch, on August 15, 2024, considered the requested subdivision 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 PRELIMINARY AND FINAL PLAT FOR KELLER ACRES PLAT IS HEREBY APPROVED BASED ON THE FOLLOWING FINDINGS OF FACT:

1. The proposed preliminary and final plat is consistent with the City’s Comprehensive Plan.
2. The proposed preliminary and final plat is consistent with the City’s Zoning and Subdivision Ordinances.

BE IT FURTHER RESOLVED that the approval of the preliminary and final plat for the Keller Acres Plat shall be subject to the following conditions:

1. The Applicant shall pay all applicable Development Fees associated with platting, including, but not limited to: utility trunk area charges, WAC and SAC, and Park Dedication Fee for each lot created with this Plat.
2. The Applicant shall submit Grading and Erosion Control Plans, if required, and obtain all necessary approvals and pay all applicable fees prior to commencing construction on the lots.
3. Title work for the Plat shall be provided to and conform to any requirements resulting from City

staff and/or the City Attorney's review of the title work and plat opinion.

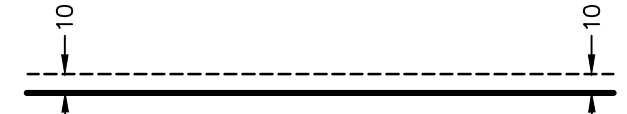
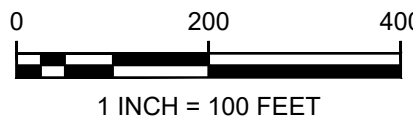
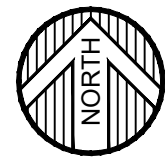
4. The Applicant shall provide a 45 foot easement to the City of North Branch over the ditch shown on the preliminary plat.
5. A wetland delineation and soil borings shall be conducted prior to commencing construction on the lot.
6. A floodplain permit must be applied for and issued by the City prior to constructing a crossing over the ditch.
7. A DNR public waters work permit all be applied for and issued prior to constructing a crossing over the ditch..
8. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
9. The applicant shall record the final plat and plans with the Chisago County Recorder following the procedure in Section 54-70 of the City Code.
10. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the Development shall comply with all applicable state laws and city codes, ordinance, and regulations.

BE IT FURTHER RESOLVED, the Final Plat shall be not released for recording until all fees and other financial obligations and agreements, if required, are executed and received by the City; recording of the Final Plat with the land records office of Chisago County must occur within 30 days of its release by the City to Owner.

CITY OF NORTH BRANCH
CHISAGO COUNTY, MN

PRELIMINARY PLAT OF KELLER ACRES

DRAINAGE AND UTILITY EASEMENTS SHOWN THUS:



EXISTING PROPERTY DESCRIPTION: -PID:11.00696.00 (Per Warranty Deed Doc. No. A-658578)
The Southwest Quarter of the Northwest Quarter of Section 34, Township 35, Range 21, Chisago County, Minnesota.

EXISTING PROPERTY DESCRIPTION: -PID: 11.00693.00 (Per Warranty Deed Doc. No. A-595648)
West Half of the Southwest Quarter of Northeast Quarter (W1/2 of SW1/4 of NE1/4), and Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE1/4 of SE1/4 of NW1/4) of Section Thirty-four (34), Township Thirty-five (35N.) Range Twenty-one (21), Chisago County, Minnesota.
and
The South five (5) acres of the West Half of the Southeast Quarter of the Northwest Quarter (W1/2 of SE1/4 of NW1/4),
and
the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE1/4 of SE1/4 of NW1/4) of Section Thirty-four (34), Township Thirty-five North (35N.) Range Twenty-one West (21W.), Chisago County, Minnesota.
and
Lot 12, Block 2, Trails End Acres, Section Ten, Township Thirty four (34), Range Twenty-one. (21), Chisago County, Minnesota.

PROPOSED PLAT DESCRIPTION:
The South 330.88 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 35, Range 21, Chisago County, Minnesota.
and
West Half of the Southwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 34, Township 35, Range, Chisago County, Minnesota.
and
the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 34, Township 35, Range 21, Chisago County, Minnesota.
and
The South 5 acres of the West Half of the Southeast Quarter of the Northwest Quarter.

SURVEY NOTES:

- Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adj.)
- Vertical Control: The East Quarter Corner of Sec. 9; Elev. = 897.54 NAVD 88
- PID No. 11.00696.00 - The subject property is vacant.
- Soil Borings and wetland delineation have not been required for this particular subdivision. The purpose of this subdivision is to create access from Hemingway Ave. to the easterly JMRK LLC (PID No. 11.00693.00) parcel.
- Contours shown are from MNDNR MntPO and are on NAVD88 datum.
- The westerly 10 acres is open and will not require clearing and grubbing to construct a driveway.

Existing Zoning RR - Rural Residential

Future Land Use: RR - Rural Residential

MINIMUM REQUIREMENTS:

LOT AREA 1 Acre buildable
MINIMUM WIDTH 110 Feet
MINIMUM DEPTH 300 Feet

MINIMUM BUILDING SETBACKS

FRONT YARD 40 Feet
SIDE YARD 10 Feet
REAR YARD 30 Feet

Total Area of the Subject Property = 2,397,037 SQ.FT or 55.0 Ac.
Proposed Area of Lot 1 = 2,386,114 SQ.FT. or 54.8 Ac.
Proposed Area of Roadway = 10,923 SQ.FT. or 0.2 Ac.
Gross Plat Area = 2,397,037 SQ.FT. or 55.0 Ac

DEVELOPER

RICK KELLER
651-402-3733
kellerexc@frontiernet.net

OWNER

JASON NELSON
38962 4TH AVE
NORTH BRANCH, MN 55056

OWNER

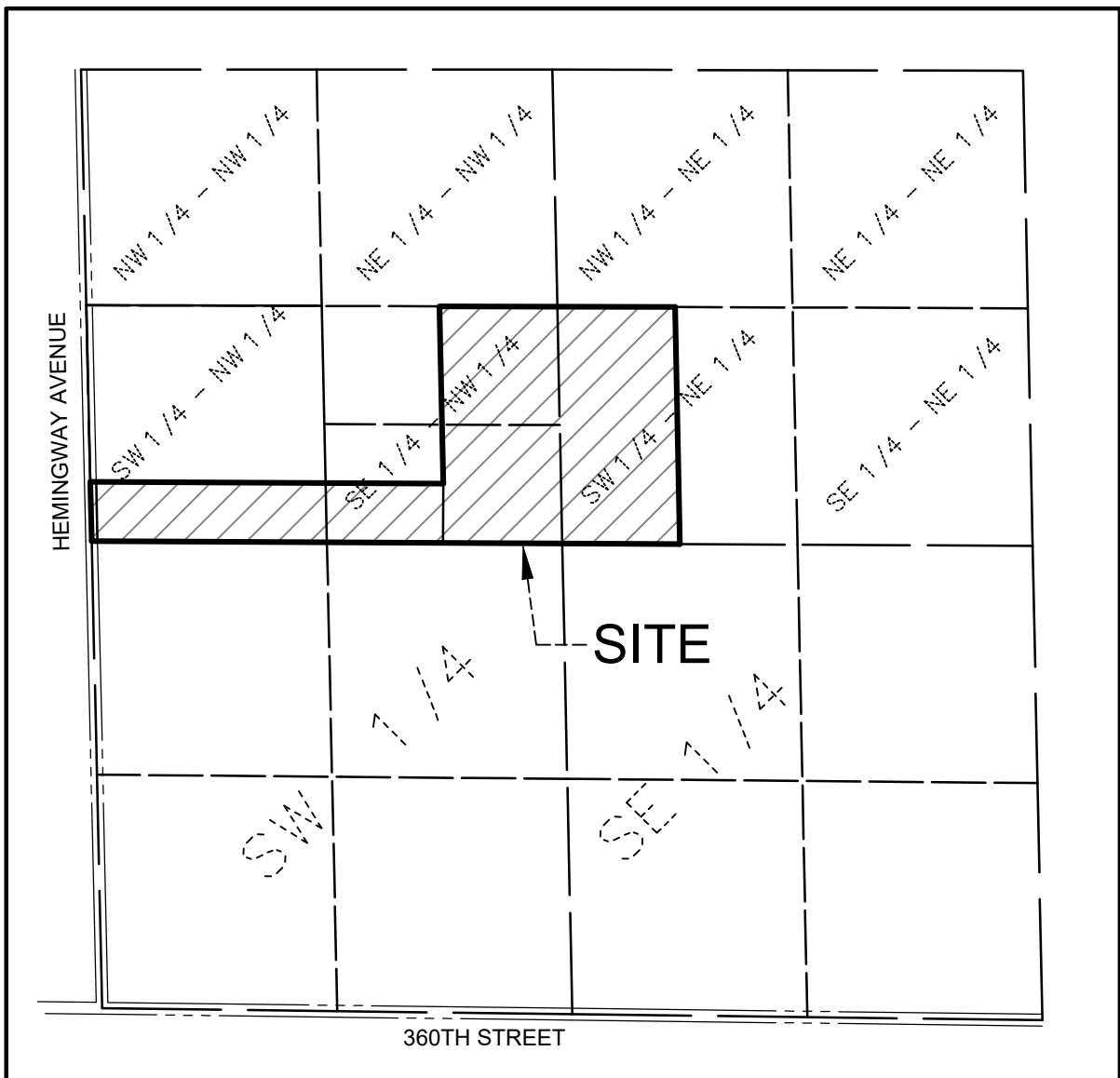
JMRK, LLC
7399 341ST STREET
STACY, MN 55079
651-402-3733

ENGINEER/LAND SURVEYOR

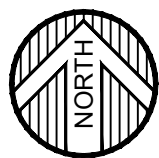
WIDSETH
Kelly Jordan
5368 266TH STREET
WYOMING, MN 55092
Phone (651) 358-2343
kelly.jordan@widseth.com

LEGEND

- DENOTES A SECTION CORNER MONUMENT
- DENOTES A FOUND 1/2" IRON PIPE MONUMENT CAP NO. 16097
- DENOTES A SET 1/2" IRON PIPE MONUMENT W/CAP NO 42648



VICINITY MAP
SEC. 34, T35, R21
CITY OF NORTH BRANCH
CHISAGO COUNTY, MINNESOTA



1 INCH = 1000 FEET

FLOODPLAIN NOTES: FLOOD INSURANCE RATE MAP (FIRM)

COMMUNITY No.	PANEL No.	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE
270072	0165	D	04/17/2012	X

DATE: June 2024	DATE:	AMENDMENTS:	BY:	PREPARED FOR: RICK KELLER
SCALE: AS SHOWN	08-08-2024	Ownership names updated and Easement added around ditch	KLJ	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: JAS				
CHECKED BY: KLJ				
FILE NUMBER: 2023-10945				Kelly L. Jordan DATE: 06/27/2024 LIC. NO. 42648

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WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

KELLER ACRES

KNOW ALL PERSONS BY THESE PRESENTS: That Jason Patrick Nelson and Julie Ann Nelson, husband and wife, owners and proprietors of the following described property situated in the County of Chisago, State of Minnesota, to wit:

The South 330.88 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 35, Range 21, Chisago County, Minnesota.

AND

That JMRK, LLC, a Minnesota limited liability company, owner and proprietor of the following described property situated in the County of Chisago, State of Minnesota, to wit:

West Half of the Southwest Quarter of Northeast Quarter, and Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 34, Township 35, Range 21, Chisago County, Minnesota.

AND

The South five (5) acres of the West Half of the Southeast Quarter of the Northwest Quarter, said Section 34.

AND

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter, said Section 34.

Have caused the same to be surveyed and platted as KELLER ACRES and do hereby denote and dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Jason Patrick Nelson and Julie Ann Nelson, husband and wife, has hereunto set their hands this ____ day of _____, 20____.

Jason Patrick Nelson

Julie Ann Nelson

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Jason Patrick Nelson and Julie Ann Nelson, husband and wife.

(Print Notary's Name)
Notary Public, _____
My Commission Expires on 1/31/20 ____

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

Richard A. Keller, President

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument by Richard A. Keller, President of JMRK, LLC, a Minnesota limited liability company, on behalf of the company was acknowledged before me this ____ day of _____, 20____.

(Print Notary's Name)
Notary Public, _____
My Commission Expires on 1/31/20 ____

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet land as of this date are shown and labeled; and all public ways are shown and labeled.

Kelly L. Jordan, Land Surveyor
Minnesota Licensed No. 42648

STATE OF MINNESOTA
COUNTY OF CHISAGO

This foregoing Surveyor's Certificate by Kelly L. Jordan, Minnesota License No. 42648, was acknowledged before me this ____ day of _____, 20____.

(Print Notary's Name)
Notary Public, _____
My Commission Expires on 1/31/20 ____

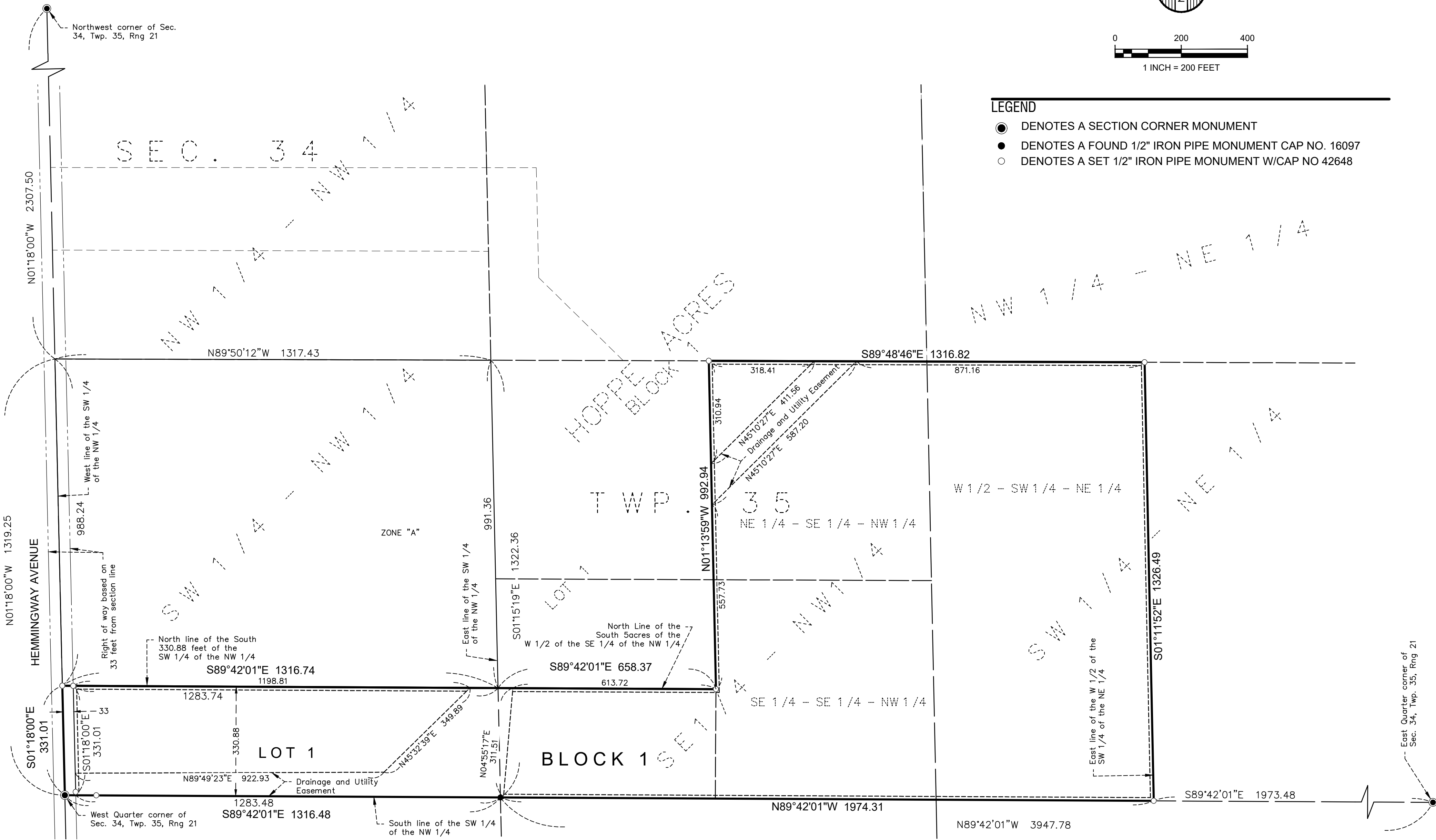
Approved by the City Council of the City of North Branch, Minnesota, this ____ day of _____, 20____, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

Signed _____

Mayor

Signed _____

Clerk



Pursuant to Chisago County Subdivision Ordinance Number 99-2, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505.021, Minnesota Statutes this ____ day of _____, 20____.

Signed _____

Chisago County Surveyor

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

Signed _____

Chisago County Auditor

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

Signed _____

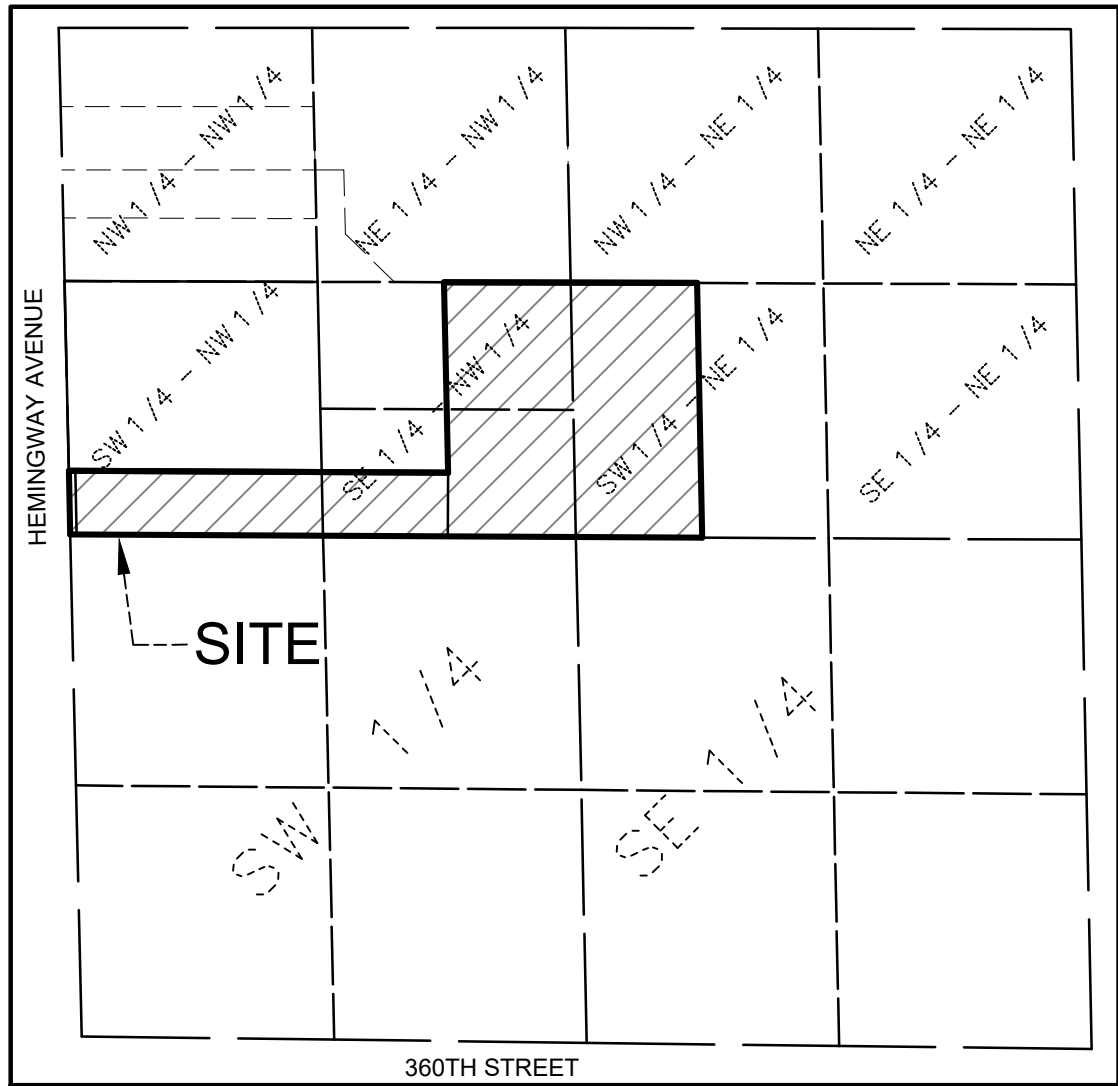
Chisago County Treasurer

Document No. _____

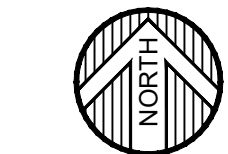
I hereby certify that this instrument was filed in the Office of the County Recorder for record on this ____ day of _____, 20____, at ____ o'clock ____ .M., and was duly recorded in the Chisago County Records.

Signed _____

Chisago County Recorder

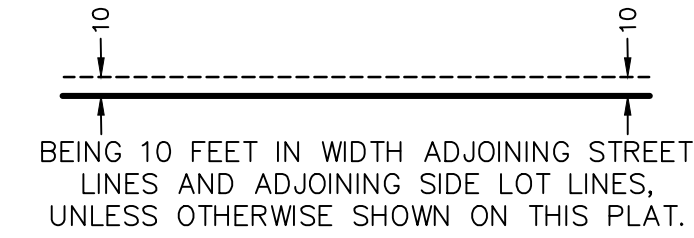


VICINITY MAP
SEC. 34, T35, R21
CITY OF NORTH BRANCH
CHISAGO COUNTY, MINNESOTA



1 INCH = 1000 FEET

DRAINAGE AND UTILITY EASEMENTS SHOWN THUS:



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WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

Dear City Council:

Please consider my request for payment relief on the attorney bill. Here are some of the reasons for the request. I also understand the other side that it is not fair for others to pay for my endeavors.

My goal here is to get a legal access to my land. I have found out that what I have been doing for over 30 plus years is not a legal access since the DNR purchased property all around me. The reasons include I sold my business, that guy filed bankruptcy on everybody including me. I am 100% social security disabled no longer able to do what I did for a living. I have some other serious medical things going on as well. I need to sell this property so to extend as long as possible living in my home in Stacy.

First I and others do not understand what and how it is being billed out. Who is MKA, CEB, RJK, CMH I assume is Chris Hood. This is worse than a divorce. Playing games.

To the best of my understanding, January and February are fine, what I would expect.

I submitted a clean, clear packet that included all the details. The law statues were all included, so it was clean and easy for the city to work with. Then it seems the city did not know what they were doing and were learning at my expense.

My opinion is that Chris is not charging the city too much. The first month or so seems fine. I heard virtually nothing. On 2-29-24 Chris said he had to confer with you. Then nothing from the city until an e-mail from Jason on 3-29-24. Throughout that time Jason repeatedly did not return calls or e-mails. I should have been kept aware of what they were doing. I would have put a stop to it immediately. This is where the project went off the rails. It does not take that long to review cartway law, it is a small statute. See the attachment.

03-01-24 to 03-29-24 Is all lawyers screwing around creating a huge bill for nothing. The entire month of March and April is made up billing.

Look at the bills closely the more you do the madder I get. Three different people screwing around. Every day in March supposedly they are doing something. **Wrong.**

03-08-24 review statutes 3.25 hours 03-12-24 review statutes 2.25 hours, 03-13-24 review statutes 1.5 hours. I have included the entire statute you can see it is not that complex.

Then repeated billing for supposedly drafting that never were seen.

Look at 03-18-24 9.25 hours doing nothing talking to each other.

03-19 and 20-24 three people billing for the same thing again.

\$15,885.00 in screwing around time.

Any billing after mid-March I should not have to pay because Jason Zimmer knew we were securing a land purchase from Jason Nelson. Yet the screwing around confuse all the way into May. Even though they knew we were not pursuing it. The whole thing is complete fabrication. Do I look like a multi-millionaire developer.

Somewhere around 4-16-24 we were able to secure purchasing land from Jason Nelson for the access. This is a better cleaner for the future. Jason Zimmer was made aware somewhere early in March that Jason Nelson and I were in negotiations. This also should have stopped the cartway access work in the city. Bruce and Josh Fagen with Generations real estate, or Kelly Jorden with Widseth might remember, because they were the ones that were working on all the details.

Further 05-06-24 he is reviewing the purchase agreement, then later on he is still billing for the cart-way time. This is totally unacceptable!!

Why is the city demanding so much from me to begin with. I am simply trying to get legal access to my land locked property.

Renee Fry, Shawn, Nate, and someone else were there told me, this could be done administratively. It should have been done administratively instead; this simple project was turned into something major.

Just a side bar, but one home back there probably pays more taxes to our community then all the Janet Johnson area combined. The state stealing property and then paying a stipend in taxes via the PILT money is another crime.

I do not want to be unfair to our residents by the same time I feel the city attorneys, has been way overstepping in this matter, costing all of us unduly. Someone decides to screw me as much as possible and that is wrong.

All I want to do is get to my land locked land. Is that too much to ask.

Please consider my request for financial abetment.

Sincerely;

A handwritten signature in black ink, appearing to read 'Richard Keller', written in a cursive style.

Richard Keller

435.37 EASEMENT FOR CARTWAY. Subdivision 1.Mandatory establishment; conditions.(a) Upon petition presented to the city council by the owner of a tract of land containing at least five acres, who has no access thereto except over a navigable waterway or over the lands of others, or whose access thereto is less than two rods in width, the city council by resolution shall establish a cartway at least two rods wide connecting the petitioner's land with a public road. (b) The city council may select an alternative route other than that petitioned for if the alternative is deemed by the city council to be less disruptive and damaging to the affected landowners and in the public's best interest. (c) The amount of damages must be paid by the petitioner to the city before the cartway is opened. For the purposes of this subdivision, damages means the compensation, if any, awarded to the owner of the land upon which the cartway is established together with the cost of professional and other services, hearing costs, administrative costs, recording costs, and other costs and expenses that the city may incur in connection with the proceedings for the establishment of the cartway. The city council may by resolution require the petitioner to post a bond or other security acceptable to the city council for the total estimated damages before the city council takes action on the petition. (d) The city may not expend street or bridge funds on the cartway unless the city council, by resolution, determines that an expenditure is in the public interest. If no resolution is adopted to that effect, the grading or other construction work and the maintenance of the cartway is the responsibility of the petitioner. (e) After the cartway has been constructed, the city council may by resolution designate the cartway as a private driveway with the written consent of the affected landowner, in which case from the effective date of the resolution no town road and bridge funds may be expended for maintenance of the driveway. Subd. 2.Maintenance costs.When a cartway is not maintained by the city, one or more of the private property owners who own land adjacent to a cartway, or one or more of the private property owners who has no access to the owner's land except by way of the cartway, may maintain the cartway. The cost of maintenance must be equitably divided among all of the private property owners who own land adjacent to the cartway and all of the private property owners who have no access to their land except by way of the cartway. The following factors may be taken into consideration when determining an equitable share of maintenance expenses: the frequency of use, the type and weight of the vehicles or equipment, and the distance traveled on the cartway to the individual's property. The city council may determine the maintenance costs to be apportioned to each private property owner if the private property owners cannot agree on the division of the costs. The city council's decision may be appealed within 30 days to the district court of the county in which the cartway is located. Private property owners who pay the cost of maintenance have a civil cause of action against any of the private property owners who refuse to pay their share of the maintenance cost. Subd. 3.City defined.For purposes of this section, "city" includes statutory and home rule charter cities. Subd. 4.Procedure.For the purposes of this section, the proceedings of the city council shall be in accordance with the procedures set forth in section 164.07, except that references in section 164.07 to "town," "town clerk," "town board," or "town costs" shall be construed to mean references to "city," "city clerk," "city council," or "city costs," respectively, or equivalent terms, as required by the context. History: 2006 c 236 art 1 s 3; 2009 c 30 art 3 s 3 Official Publication of the State of Minnesota Revisor of Statutes

**CITY OF
NORTH BRANCH**

STATEMENT

DATE: 6/25/2024

DUE: Credit Balance - Nothing due

CITY OF NORTH BRANCH

PO BOX 910

NORTH BRANCH, MN 55056

PHONE: (651) 674-8113

FAX: (651) 674-8262

TO:

**Cartway Petition
C/O Richard Keller
7399 341st Street
Stacy, MN 55079**

Project: Cartwway

Accounting Use Only: 101-21166

VENDOR	INVOICE DATE	DATE of SERVICE	VENDOR AMOUNT	BALANCE
Beginning Escrow balance 3.11.2024				(\$5,000.00)
Flaherty & Hood	1/9/2024	12/6/2023	\$180.00	(\$4,820.00)
Flaherty & Hood	1/30/2024	1/30/2024	\$100.00	(\$4,720.00)
Flaherty & Hood	2/27/2024	2/27/2024	\$51.25	(\$4,668.75)
Flaherty & Hood	3/29/2024	3/29/2024	\$11,531.25	\$6,862.50
Flaherty & Hood	4/22/2024	4/22/2024	\$4,202.50	\$11,065.00
Flaherty & Hood	5/31/2024	5/31/2024	\$666.25	\$11,731.25
			SUBTOTAL	\$11,731.25
			TOTAL AMOUNT DUE	11,731.25

THANK YOU!



FLAHERTY | HOOD P.A.

2023 Expense
City Attorney

Legal Services
101-41610-50304
\$5,037.50

Carchedi Commons 2nd
\$807.50

Keller Cartway
101-
\$180

Total Due
\$6,025.00

January 9, 2024

Ragini Varma
City Clerk
City of North Branch
raginiv@ci.north-branch.mn.us

VIA EMAIL ONLY

Re: General Municipal and Real Estate Matters

Dear Ms. Varma:

Please find our bill for general municipal and real estate matters in the amount of \$6,025.00. A detailed invoice of current charges is attached for your review.

If you have any questions regarding this bill, please do not hesitate to contact me.

Thank you,

FLAHERTY & HOOD, P.A.

Christopher M. Hood

CMH/sc

Attachment

2023 Expense
101-41610-
Ok to Pay \$180
03/11/2024

City Attorney
Keller Cartway

2023 Expense
101-41610-50304
Ok to Pay \$1,215
03/11/2024

City Attorney
5283 Nottingham (Walters)

2023 Expense
101-41610-50304
Ok to Pay \$855
03/11/2024

City Attorney
Parsons Family Plat

2023 Expense
101-41610-50304
Ok to Pay \$270
03/11/2024

City Attorney
Admin Transition

2023 Expense
101-21161
Ok to Pay \$807.50
03/11/2024

City Attorney
Carchedi Commons 2nd

2023 Expense
101-41610-50304
Ok to Pay \$135
03/11/2024

City Attorney
Data Practices

2023 Expense
101-41610-50304
Ok to Pay \$2,202.50
03/11/2024

City Attorney
General, Plan & Zone

2023 Expense
101-41610-50304
Ok to Pay \$360
03/11/2024

City Attorney
Bldg Inspector MOA

Flaherty & Hood, P.A.

525 Park Street, Suite 470
St. Paul, MN 55103
651-225-8840
Fax 651-225-9088
Billing Questions: 651-225-8840

January 02, 2024

CITY OF NORTH BRANCH
6408 ELM STREET
NORTH BRANCH, MN 55056

Invoice Number: 20597
Client Number: 3775

BALANCE SUMMARY

Total fees incurred on this invoice	\$6,025.00
Net current charges	\$6,025.00
BALANCE DUE	\$6,025.00

RE: GENERAL MUNICIPAL MATTERS

Matter Number 00001

PROFESSIONAL SERVICES

12/01/2023	CMH	Review docs and respond to email.	0.25 hrs	180.00 /hr	45.00
12/01/2023	RJK	Review emails and reports from Community Development Director re 5283 Nottingham Road. Begin formatting response letter.	0.75 hrs	180.00 /hr	135.00
12/04/2023	CMH	Review emails re land use matter and respond.	0.25 hrs	180.00 /hr	45.00
12/04/2023	RJK	Follow up with city planning officials on 5283 Nottingham Road property and possible response to opposing counsel. Review incoming email correspondence on the matter. Confer with Hood. Review letters previously exchanged and send follow up email.	2.00 hrs	180.00 /hr	360.00
12/05/2023	CMH	Draft and revise legal staff report.	0.25 hrs	180.00 /hr	45.00
12/06/2023	CMH	Telephone conference with Fry re transition.	0.50 hrs	180.00 /hr	90.00
12/06/2023	CEB	Review emails re cartway petitions. Attend meeting with City Administrator, Hood, and Kringler re cartway status and potential upcoming issues. Consult with Hood and Kringler re possible cartway projects.	1.00 hrs	180.00 /hr	180.00 X
12/06/2023	RJK	Call with City Administrator re transition and outstanding	0.75 hrs	180.00 /hr	135.00

Fin c

KELLER

and respond.

01/12/2024	CMH	Review and respond to emails. Telephone conf Kringler re utility account transition.		0	/hr	195.00
01/12/2024	RJK	Confer with Hood re Water & Light Commission background and next steps for asset transfer. Review emails from City Administrator and email response.	0.75 hrs	195.00	/hr	146.25
01/12/2024	RJK	Review building inspection mutual aid agreement. Confer with City Administrator.	0.25 hrs	195.00	/hr	48.75
01/12/2024	RJK	Review Water & Light Commission letter. Review controlling statute. Revise letter and email to City Administrator.	0.50 hrs	195.00	/hr	97.50
01/17/2024	CMH	Review and respond to calls re expungement matter and cartway.	0.25 hrs	195.00	/hr	48.75
01/19/2024	CMH	Review statute and respond to question re comp plan amendment.	0.25 hrs	195.00	/hr	48.75
01/22/2024	CMH	Review and respond to open meeting law question.	0.25 hrs	195.00	/hr	48.75
01/22/2024	CMH	Review title review matter and call with Kringler. Review and respond to emails from Ziemer.	0.50 hrs	195.00	/hr	97.50
01/22/2024	RJK	Review question from City Administrator for Falcon Apartments project and related title. Confer with Hood. Review question from City Administrator on remote council meeting participation. Review controlling law. Confer with Hood. Draft and send advisory email and follow up email.	3.25 hrs	195.00	/hr	633.75
01/23/2024	RJK	Continue review of documents for Falcon Apartments title question. Draft and send advisory email.	1.25 hrs	195.00	/hr	243.75
01/23/2024	RJK	Review questions from City Administrator re comprehensive plan amendment. Confer with Hood. Review City Code and state statutes. Draft and send response. Follow up call with City Administrator.	2.00 hrs	195.00	/hr	390.00
01/25/2024	RJK	Confer with Garcia Lisle re ongoing employment issues.	0.50 hrs	195.00	/hr	97.50
01/30/2024	CMH	Review and respond to emails.	0.25 hrs	195.00	/hr	48.75

Current Professional Services Charges: \$4,241.25

TOTAL CURRENT CHARGES FOR THIS MATTER \$4,241.25

RE: REAL ESTATE MATTERS

Matter Number 00002

PROFESSIONAL SERVICES

01/22/2024 CEB Review emails and status updates on Keller cartway matter. 0.25 hrs 205.00 /hr 51.25

Current Professional Services Charges: \$51.25

TOTAL CURRENT CHARGES FOR THIS MATTER \$51.25

2024 Expense
101-41610-50304
Ok to Pay \$1,755
03/11/2024

City Attorney
Bldg Inspect MOU

2024 Expense
101-41610-50304
Ok to Pay \$48.75
03/11/2024

City Attorney
Data Practices

2024 Expense
101-41610-50304
Ok to Pay \$1413.75
03/11/2024

City Attorney
Zoning & Development

2024 Expense
101-41610-50304
Ok to Pay \$438.75
03/11/2024

City Attorney
General Legal Counsel

2024 Expense
615-49550-50304
Ok to Pay \$536.25
03/11/2024

City Attorney
NBW&L Items

2024 Expense
101-_____
Ok to Pay \$100.00
03/11/2024

City Attorney
Keller Cartway

File

2024 Expense
City Attorney

Legal Services
101-41610-50304
\$3,656.25

Keller Cartway
101-_____
\$100

NB Water & Light
615-49550-50304
\$536.25

Total Due
\$4,292.50
James Davis

02/20/2024	CMH	Review and respond to email from Ziemer.	0.25 hrs	195.00 /hr	48.75
02/26/2024	CMH	Review comp plan resolution and call with Kringler.	0.25 hrs	195.00 /hr	48.75
02/26/2024	RJK	Review email and draft resolution from Community Development Director. Confer with Hood. Mark up resolution. Complete follow up review of resolution and email thoughts to Community Development Director.	1.75 hrs	195.00 /hr	341.25
02/27/2024	RJK	Review correspondence from Community Development Director re comprehensive plan amendment findings.	0.25 hrs	195.00 /hr	48.75

Current Professional Services Charges: \$1,316.25

TOTAL CURRENT CHARGES FOR THIS MATTER \$1,316.25

RE: REAL ESTATE MATTERS

Matter Number 00002

PROFESSIONAL SERVICES

02/29/2024	CMH	Review and respond to emails re cartway petition.	0.25 hrs	205.00 /hr	51.25
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Current Professional Services Charges: \$51.25

TOTAL CURRENT CHARGES FOR THIS MATTER \$51.25

2024 Expense 101-41610-50304 Ok to Pay \$146.25 03/11/2024 City Attorney General Legal	2024 Expense 101-41610-50304 Ok to Pay \$292.50 03/11/2024 City Attorney Plan & Zone	2024 Expense 101-21158 Ok to Pay \$877.50 03/11/2024 City Attorney Beach Comp Plan	2024 Expense 101- Ok to Pay \$51.25 03/11/2024 City Attorney Beach Comp Plan
---	---	---	---

2024 Expense General Legal 101-41610-50304 \$438.75 Beach Comp Plan \$877.50 Keller Cartway \$51.25 Total Due \$1,367.50

[Handwritten signature and initials over the table]

Finc

RE: KELLER CARTWAY PETITION MATTER

B S S Y A T S
Matter Number 00009

PROFESSIONAL SERVICES

03/01/2024	CMH	Review and respond to cartway matter and call with Kringler re research and next steps to respond to petition.	1.00 hrs	205.00 /hr	205.00
03/01/2024	RJK	Call with Hood re pending cartway disputes. Review file materials and previous communications on cartway issues.	0.75 hrs	205.00 /hr	153.75
03/04/2024	CEB	Review emails and updates on Keller potential cartway. Review Keller voicemail. Review prior emails and notes provided. Review prior City Administrator emails. Organize call with City Administrator.	1.25 hrs	205.00 /hr	256.25
03/05/2024	CEB	Review statutes on cartway establishment and procedure for Keller cartway. Consult with Kringler on review and Keller situation. Schedule call with Interim City Administrator. Submit update to City Administrator.	1.25 hrs	205.00 /hr	256.25
03/05/2024	RJK	Confer with Brown re cartway issues via email. Follow up call with Brown.	0.50 hrs	205.00 /hr	102.50
03/07/2024	CMH	Review emails and petition re Keller cartway matter. Meeting with legal staff.	0.50 hrs	205.00 /hr	102.50
03/07/2024	CEB	Consult with Kringler re cartway petition and updates from city staff. Review documentation and updated petition provided. Update Azbill and Hood on next steps. Review property maps and GIS information. Review cartway location changes. Review statutes, prior research notes, and memo. Review emails re Interim City Administrator on cartway updates.	1.50 hrs	205.00 /hr	307.50
03/07/2024	RJK	Review cartway petition submission. Discuss cartway petition updates with Hood and Brown.	0.50 hrs	205.00 /hr	102.50
03/08/2024	CMH	Discuss cartway petition next steps with legal team. Research caselaw re authority over state land.	0.75 hrs	205.00 /hr	153.75
03/08/2024	CEB	Review statutes, LMC materials, and memo on cartway procedures. Consult with Hood. Call Interim City Administrator for scheduled call. Review template cartway documentation options. Compile cartway checklist document. Consult with Azbill. Leave voicemails for Interim City Administrator. Review cartway caselaw and application.	3.25 hrs	205.00 /hr	666.25
03/08/2024	MKA	Draft ACP memorandum to Council re cartway procedure.	2.50 hrs	205.00 /hr	512.50
03/11/2024	CEB	Review notes on Keller cartway. Edit cartway procedural timeline.	0.25 hrs	205.00 /hr	51.25
03/12/2024	CEB	Review cartway statutes, real estate resources, and	2.25 hrs	205.00 /hr	461.25

		procedures for cartway establishment. Compile notes. Submit notes and procedural timeline to Azbill for review. Email Interim City Administrator to organize call. Review Azbill notes and consult with Azbill. Schedule call with Interim City Administrator.				
03/12/2024	MKA	Review applicable law on establishing cartways. Review procedure, timeline, and requirements in response to a cartway petition. Draft summary.	2.75 hrs	205.00 /hr	563.75	
03/12/2024	MKA	Research on cartway procedure - issue of "damages".	1.75 hrs	205.00 /hr	358.75	
03/13/2024	CEB	Review statutes and notes re cartway procedure. Review notes and documentation re Keller cartway petition. Consult with Interim City Administrator on call re consult with Azbill on cartway statutes and procedure. Review cartway templates. Submit update to Hood and Kringle. Review Interim City Administrator email updates. Submit resolution request to draft to Azbill. Draft cartway petition checklist.	1.50 hrs	205.00 /hr	307.50	
03/15/2024	CMH	Meeting with Brown and Azbill re cartway petition.	0.25 hrs	205.00 /hr	51.25	
03/15/2024	CEB	Review cartway documentation. Consult with Hood and Azbill re cartway procedure. Review prior research and memo on cartway steps.	0.50 hrs	205.00 /hr	102.50	
03/18/2024	CMH	Review and respond to emails re cartway matter and Council meeting.	0.25 hrs	205.00 /hr	51.25	
03/18/2024	CEB	Review cartway emails and Hood comments and questions. Email questions to Interim City Administrator and City Clerk. Email updates with Azbill on cartway resolution and checklist. Edit cartway checklist. Review resolution draft.	1.25 hrs	205.00 /hr	256.25	
03/18/2024	MKA	Draft and revise resolution setting cartway hearing date.	4.75 hrs	205.00 /hr	973.75	
03/18/2024	MKA	Cartway research. Draft summary notes and timeline.	1.50 hrs	205.00 /hr	307.50	
03/19/2024	CEB	Review resolution drafts and templates for cartway petition. Draft resolution setting date for public hearing on cartway petition. Review Azbill changes and comments to checklist and resolution. Review statutes and procedure notes. Review petition documentation and township examples. Compile notes for Azbill on checklist and resolution next steps and submit updated petition and drafts for review.	1.50 hrs	205.00 /hr	307.50	
03/19/2024	MKA	Draft resolution requiring petitioner post bond/security in cartway matter.	2.50 hrs	205.00 /hr	512.50	
03/19/2024	MKA	Draft and revise ACP memorandum to Council re cartway procedure.	2.25 hrs	205.00 /hr	461.25	

*GOMC WHPC HERE
Purced John Nelsons to PR*

03/19/2024	MKA	Draft and <u>finalize two resolutions</u> for cartway petition, ACP memorandum to Council, and cartway petition checklist.	2.75 hrs	205.00 /hr	563.75
03/20/2024	CEB	Draft <u>cartway procedure memo</u> . Review prior research notes on cartway process and memo notes. Consult with Azbill on cartway timeline. Edit resolution establishing public hearing. Review petition and property documents. Research caselaw on Lexis re state property. Submit drafts to Azbill for review.	1.00 hrs	205.00 /hr	205.00
03/20/2024	MKA	<u>Draft and revise cartway documents</u> for review by Hood.	1.25 hrs	205.00 /hr	256.25
03/21/2024	CMH	<u>Review and revise cartway petition resolutions and memo</u> .	1.50 hrs	205.00 /hr	307.50
03/21/2024	CEB	Review <u>memo edits on cartway documents</u> . Email information with City Administrator for cartway documents. Consult with Hood on call.	0.25 hrs	205.00 /hr	51.25
03/21/2024	MKA	<u>Phone call with Hood</u> re cartway documents.	0.50 hrs	205.00 /hr	102.50
03/21/2024	MKA	<u>Draft and revise cartway documents</u> .	1.75 hrs	205.00 /hr	358.75
03/22/2024	CEB	Review <u>emails re cartway</u> . Leave voicemail for Interim City Administrator. Follow up over email re cartway resolutions and Council meeting. Respond to City Administrator questions.	1.00 hrs	205.00 /hr	205.00
03/25/2024	CEB	Review emails re cartway petition and Council review of <u>resolutions</u> . Review <u>memo and cartway checklist</u> . Email updates and questions to City Administrator. Draft advisory response to City Administrator. Receive questions and submit feedback.	0.50 hrs	205.00 /hr	102.50
03/25/2024	MKA	Discuss <u>cartway procedure and documents</u> with Brown.	0.25 hrs	205.00 /hr	51.25
03/26/2024	CMH	Review and respond to <u>emails re cartway matter</u> . Telephone conference with Brown re cartway matter correspondence with landowners and appraisal.	0.75 hrs	205.00 /hr	153.75
03/26/2024	CEB	Consult with Hood on cartway <u>procedures</u> . Review City Administrator emails re land estimates. Draft emails to Azbill and Hood on estimates and letters needed. Review and edit cartway checklist. Draft advisory emails and instructions to Azbill. Review template letters.	0.50 hrs	205.00 /hr	102.50
03/26/2024	MKA	<u>Review email of questions re cartway</u> . Draft advice correspondence.	0.50 hrs	205.00 /hr	102.50
03/26/2024	MKA	Discuss <u>cartway matter and next steps</u> with Brown and Hood.	0.75 hrs	205.00 /hr	153.75
03/26/2024	MKA	<u>Review and respond to Brown questions</u> re cartway procedure.	0.75 hrs	205.00 /hr	153.75

03/27/2024	MKA	Begin drafting letters to interested and/or affected landowners of the cartway proceeding.	1.50 hrs	205.00 /hr	307.50
03/28/2024	CMH	Telephone conference with Brown re cartway petition.	0.25 hrs	205.00 /hr	51.25
03/28/2024	CEB	Consult with Hood re cartway next steps. Review emails and contact City Administrator. Review update from Council meeting.	0.50 hrs	205.00 /hr	102.50
03/29/2024	CMH	Review and revise cartway notice letter.	0.25 hrs	205.00 /hr	51.25
03/29/2024	CEB	Review updates from City Administrator emails with petitioner on cartway letter. Review emails re Hood and Azbill input on letter content. Review Azbill letter draft.	0.50 hrs	205.00 /hr	102.50
03/29/2024	MKA	Draft letters to affected landowners re cartway hearing and requirements.	2.25 hrs	205.00 /hr	461.25

Current Professional Services Charges:

\$11,531.25

TOTAL CURRENT CHARGES FOR THIS MATTER

\$11,531.25

NOT FMC

2024 Expense
101-41610-50304
Ok to Pay \$6,706.25
04/15/2024

City Attorney
Joint CC/Comm Mtg,
New Dev Agree, Etc.

2024 Expense
101-21166
Ok to Pay \$11,531.25
04/15/2024

City Attorney
Keller Cartway Petition

2024 Expense
101-21144
Ok to Pay \$410.00
04/15/2024

City Attorney
Dev Costs Due

2024 Expense
201-46500-50304
Ok to Pay \$1023.75
04/15/2024

City Attorney
EDA Form/Function

2024 Expense
609-48000-50304
Ok to Pay \$487.50
04/15/2024

City Attorney
Liquor Store-Dickie's
Lease Waiver

2024 Expense
City Attorney Total
Ok to Pay \$20,158.75
04/15/2024

City Attorney
General Municipal
Keller Cartway Petition
Development Costs
EDA Form/Function
Liquor Store Waiver

CITY OF NORTH BRANCH

3775 00001

Page 3

04/23/2024	RJK	Call with Interim City Administrator on Keystone Ave road order/easement and various issues. Confer with Hood.	0.75 hrs	205.00 /hr	153.75
04/24/2024	CMH	Draft and revise email to Atty Faricy re road order matter.	0.25 hrs	205.00 /hr	51.25
04/25/2024	RJK	Review email about variance and accessory structure. Respond to Community Development Director.	0.50 hrs	205.00 /hr	102.50

Current Professional Services Charges:

\$2,255.00

TOTAL CURRENT CHARGES FOR THIS MATTER

\$2,255.00

RE: KELLER CARTWAY PETITION MATTER

Matter Number 00009

PROFESSIONAL SERVICES

04/01/2024	CMH	Review and revise cartway letters to petitioner and landowner.	0.25 hrs	205.00 /hr	51.25
04/01/2024	CEB	Review emails re Keller cartway updates and process. Update cartway checklist. Review Azbill edits to letters and Hood comments. Edit letters to petitioner and affected landowner. Review template letters. Submit letters to Azbill for review and to provide to city staff.	1.00 hrs	205.00 /hr	205.00
04/01/2024	MKA	Draft letters to affected landowners of cartway petition including upcoming deadlines and requirements with relevant exhibits.	4.50 hrs	205.00 /hr	922.50
04/02/2024	CEB	Review firm request and updates on Novel/Norelius cartway from 2022 and next steps for meetings.	0.25 hrs	205.00 /hr	51.25
04/02/2024	CEB	Review email updates on cartway and letters. Edit letters for petitioner and affected landowner. Submit letters and advisory email to Azbill for review and to provide to city staff.	0.75 hrs	205.00 /hr	153.75
04/02/2024	MKA	Discuss cartway matter with Hood and Brown. Draft and revise letters to interested parties.	1.75 hrs	205.00 /hr	358.75
04/03/2024	CMH	Review letters re cartway petition and respond.	0.25 hrs	205.00 /hr	51.25
04/03/2024	MKA	Draft and finalize letters to affected landowners of cartway petition. Draft advice correspondence.	1.50 hrs	205.00 /hr	307.50
04/03/2024	MKA	Review city comments and edits to letters to affected landowners. Revise and finalize letters to be sent by city. Draft advice correspondence.	1.75 hrs	205.00 /hr	358.75

CITY OF NORTH BRANCH

3775 00001

Page 4

04/05/2024	CMH	Review and respond to emails. Draft next steps for findings and hearing procedural documents. Telephone conference with Azbill and Brown re next steps.	1.00 hrs	205.00 /hr	205.00
04/05/2024	CEB	Request update from Interim City Administrator and City Clerk on letters to petitioner and affected landowner. Review questions from Interim City Administrator. Consult with Azbill and Hood on letters and process prior to public hearing.	0.50 hrs	205.00 /hr	102.50
04/05/2024	MKA	Review edits and comments on draft. Draft and finalize letters to affected parties. Draft advice correspondence.	2.75 hrs	205.00 /hr	563.75
04/09/2024	CEB	Review update from City Administrator re letters for petitioner and affected landowner. Respond to Azbill and Hood on appraisal and DNR meeting for city staff.	0.25 hrs	205.00 /hr	51.25
04/09/2024	MKA	Update cartway petition timeline document. Draft email correspondence to city requesting an update and outlining the upcoming requirements for the city.	0.75 hrs	205.00 /hr	153.75
04/10/2024	CMH	Review and respond to questions re notice and appraisal.	0.25 hrs	205.00 /hr	51.25
04/15/2024	CEB	Review updates on cartway letter mailed to petitioner. Review checklist and statutes on cartway procedures. Review Google maps and county GIS to review DNR property. Compile notes and submit updates and questions to Azbill for review.	0.75 hrs	205.00 /hr	153.75
04/15/2024	MKA	Review forwarded email correspondence from cartway petitioner. Draft responsive advice correspondence.	0.75 hrs	205.00 /hr	153.75
04/15/2024	MKA	Email correspondence from Brown re cartway statute. Discuss and respond.	0.75 hrs	205.00 /hr	153.75
04/22/2024	MKA	Email correspondence to city. Check on status of cartway requirements.	0.75 hrs	205.00 /hr	153.75

2024 Expense
101-41610-50304
Ok to Pay \$828.75
06/14/2024

City Attorney
Plan & Zone

Current Professional Services Charges:

\$4,202.50

TOTAL CURRENT CHARGES FOR THIS MATTER

\$4,202.50

2024 Expense
101-21166
Ok to Pay \$4,202.50
06/14/2024

City Attorney
Keller Cartway

2024 Expense
101-41610-50304
Ok to Pay \$2,255.00
06/14/2024

City Attorney
Keystone Cartway

2024 Expense
101-41610-50304
Ok to Pay \$877.50
06/14/2024

City Attorney
General Legal

2024 Expense
General Municipal
101-41610-50304
Total Due / Paid
\$8,163.75

John D. Bui

not F/MC

PROFESSIONAL SERVICES

05/06/2024	CMH	Review and revise amendment to purchase agreement and respond to questions.	0.75 hrs	205.00 /hr	153.75
05/15/2024	CMH	Review amendment to purchase agreement and respond.	0.25 hrs	205.00 /hr	51.25
05/17/2024	CMH	Review letter of intent. Review and respond to emails re real estate transaction process. Telephone conference with Kringler.	0.50 hrs	205.00 /hr	102.50
05/17/2024	RJK	Review correspondence from Interim City Administrator re EDA land sale. Review letter of intent. Confer with Hood. Follow up email correspondence.	1.25 hrs	205.00 /hr	256.25
05/31/2024	RJK	Review email correspondence from Community Development Director re Multifamily LOI - I-35 Business Park project.	0.25 hrs	205.00 /hr	51.25

Current Professional Services Charges: \$615.00

TOTAL CURRENT CHARGES FOR THIS MATTER \$615.00

RE: KELLER CARTWAY PETITION MATTER

Matter Number 00009

PROFESSIONAL SERVICES

05/01/2024	MKA	Email correspondence with city requesting update on required procedural steps in the cartway process.	0.75 hrs	205.00 /hr	153.75
05/01/2024	MKA	Review and respond to city update re cartway requirements. Advise on next steps.	1.00 hrs	205.00 /hr	205.00
05/08/2024	CMH	Review and respond to emails and meeting with Azbill re termination of work.	0.25 hrs	205.00 /hr	51.25
05/08/2024	MKA	Review and respond to email correspondence from city re verbal notice of withdrawal of cartway petition. Draft advice correspondence.	0.75 hrs	205.00 /hr	153.75
05/15/2024	MKA	Email correspondence to city re status of withdrawal of cartway petition.	0.50 hrs	205.00 /hr	102.50

Current Professional Services Charges: \$666.25

TOTAL CURRENT CHARGES FOR THIS MATTER \$666.25



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 03/14/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-25-2024, Setting a Public Hearing Date and Time for a Cartway Petition

Overview / Background

Richard Keller (Applicant), owner of a 45-acre parcel near Hemingway Avenue (PID: 11.00693.00), has made petition to the City Council for a public cartway, providing public access to his property. The Applicant is requesting the City Council approve a public cartway across the adjacent property, owned by Jason Nelson (Owner), a 40-acre parcel abutting to Hemingway Avenue (PID: 11.00696.00). The Applicant is requesting a two (2) rod cartway access across the Owner's property, providing public access to Hemingway Avenue. The ability to request a public cartway is established by Minnesota State Statute.

There are two items before the City Council: 1) Establish the date and time for the public hearing to consider the cartway request; the proposed date is June 11, 2024; and 2) Require the petitioner to post a bond or security specific to the request, as is required by State Statute.

Staff Recommendation

City staff recommend approval of the two resolutions.

Recommended Planning Commission Action

Approve Resolution No. R-25-2024 setting the time and place for a public hearing to act upon a cartway petition.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-25-2024

**A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO
ACT UPON CARTWAY PETITION**

WHEREAS, on March 7, 2024, landowner Richard Keller (the “Petitioner”), on behalf of JMRK LLC, a Minnesota Limited Liability Company, petitioned the City of North Branch (the “City”) to establish a cartway connecting Petitioner's land with a public road, pursuant to Minn. Stat. § 435.37, attached hereto as Exhibit A (the “Petition”); and

WHEREAS, pursuant to Minn. Stat. § 435.37, a landowner may petition the City Council to establish a cartway for a tract of land containing at least five acres, with no access thereto except over a navigable waterway or over the lands of others, or if the access is less than two rods in width connecting the Petitioner's land with a public road; and

WHEREAS, Petitioner’s landlocked parcel is identified as PID No. 11.00693.00, Section 34, Township 35, Range 21, Chisago County, Minnesota, and Petitioner’s proposal(s) for the proposed cartway location to access to Hemingway Avenue, a public road across the land of an adjacent private property, is attached hereto as Exhibit B; and

WHEREAS, Petitioner’s property meets the above-mentioned statutory requirements for the establishment of a mandatory cartway; and

WHEREAS, pursuant to Minn. Stat. § 164.07, the City must issue an order within thirty (30) days of receipt of the Petition describing as nearly as practicable the cartway proposed to be established and the tracts of land through which it passes, and fixing a time and place when and where it will meet and act upon the Petition; and

WHEREAS, the City has identified at least one (1) parcel of land that will be affected by the proposed cartway, which Petitioner must provide notice to, and service of this order a minimum of ten (10) days before the meeting date set forth herein. A template Notice to be served by the Petitioner upon the affected landowner(s) is attached hereto as Exhibit C; and

WHEREAS, pursuant to Minn. Stat. § 435.37, subd. 1 (c), the City intends to pass a separate resolution ordering Petitioner to post a bond/security, based on the estimate of costs and damages Petitioner is required to pay. Damages includes: compensation to the affected landowner upon which the cartway is established, all professional and other service costs, hearing costs, administrative costs, recording costs, and

all other costs and expenses the City may incur in connection with the proceedings for the establishment of the cartway, including the City's attorney's fees; and

WHEREAS, pursuant to Minn. Stat. § 435.37, subd. 1 (d), all costs of construction, operation, repair, maintenance and replacement of the cartway shall be the responsibility and liability of the Petitioner and the cartway shall be a private driveway, unless the City Council, by resolution, finds that the expenditure of funds on the cartway is on the public interest.

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

1. The City Council of the City of North Branch will hold a Public Hearing to act on the Petition on **June 11, 2024 at 6:30 PM in the City Council Chambers located at North Branch City Hall, 6408 Elm Street, North Branch, MN, 55056.**
2. The Council will conduct a Public Hearing to hear all interested parties. All persons who wish to be heard on any of the issues identified above, or any issue relating to the Petition, should appear at the hearing and be prepared to present any testimony, evidence, or opinion before the City Council. Upon hearing all of the evidence, the Council will make a determination on the underlying cartway petition and will establish damages/compensation to affected landowners.
3. The Petitioner or his representatives shall cause personal service of this Resolution and the Petition to the Commissioner of the Minnesota Department of Natural Resources at least sixty (60) days prior to the Public Hearing.
4. The Petitioner, Richard Keller, or his representative(s), shall cause personal service and/or service by U.S. Certified mail of this Resolution and the Petition at least ten (10) days prior to the Public Hearing to be made upon each owner and occupant of land over which or adjacent to which the proposed cartway could pass, and upon each person whose land would be reasonably expected to be affected by the establishment of the proposed cartway, including but not limited to the following:

Jason Nelson
38962 4th Avenue
North Branch, MN 55056

5. Petitioner shall provide an affidavit to the City demonstrating that Items 3 and 4 above mentioned are timely completed prior to the Public Hearing. Failure to provide such affidavit establishing proof of service shall result in administrative denial of the Petition and the return thereof to the Petitioner without action of the City Council.

PLEASE TAKE NOTICE THAT all affected landowners are hereby notified, pursuant to Minn. Stat. § 164.07, subd. 2, that they are entitled to judicial review if the cartway is established, but that to do so that they must follow all of the procedures set forth in Minn. Stat. §

164.07, subds. 7 through 9, including but not limited to filing a notice of appeal within forty (40) days after the filing of the award of damages, and within ten (10) days after the filing of the award of damages if they wish to delay the opening or construction of the cartway, together with a bond of not less than \$250, with sufficient surety approved by the judge or the county auditor conditioned to pay all costs arising from the appeal in case the award is sustained. A copy of the notice shall be mailed by registered or certified mail to the City Clerk or any member of the City Council. The notice of appeal shall specify the award or failure to award appealed from, the land to which it relates, the nature and amount of the claim of appellant, and the grounds of the appeal, which may include a challenge to the public purpose or necessity of the proposed road or condemnation. The prevailing party shall recover costs and disbursements as in other civil cases and judgment shall be entered upon the verdict.

PASSED by the City Council of the City of North Branch on this 26th day of March, 2024.

EXHIBIT A
CARTWAY PETITION

Butts, Schneider and Butts, LLP
Attorneys at Law
4525 Allendale Drive
White Bear Lake, MN 55127
651-464-6162 / 651-426-9980
Stevebutts@lakesidelawyers.com

Steve L. Butts*
Spencer C. Butts

March 5, 2024

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

Re: Petition For a Cartway

TO: CITY OF NORTH BRANCH

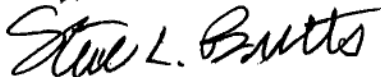
Ladies and Gentlemen:

I represent Richard Keller, sole member and chief manager of JMRK LLC, a Minnesota Limited Liability Company. Attached please JMRK's Petition For A Cartway to access landlocked property, signed by Richard as Chief Manager.

Richard has supported the LLC's Petition with a number of attachments as well. Please accept and consider his request.

Thank you.

Sincerely,



Steve L. Butts
Enc.

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

Richard Keller Owner; JMRK LLC, Minnesota Liability Company
7399 341 ST
Stacy MN 55079

Dear City Council:

Please consider my application for two-rod cartway ingress egress easement, with utilities through the Jason Nelson property. See attached request.

I Richard Keller owner of JMRK 45 acres of land in the city of North Branch MN PID: 11.00693.00. I am petitioning the city for a two-rod ingress egress cartway easement with utilities, through Jason Nelson property. **The affected property is effectively drained wetland according to Jeff Fertig Chisago County wetland enforcer and Ken Meek Soil Scientist.** If granted the cartway two rods or 33 feet by 1320 feet long would be about .97 acres. I have spoken to three different real-estate companies they say the value of that kind of land is \$2,500.00 to \$4,500.00 per acre.

His property is PID: 11.00696.00 Warranty deed doc. No 658578, 40 acres. The exhibit #1 shows the cartway and includes the legal description.

I tried for a period of two years to gain access through the DNR land. In November Renae Fry and Attorney Chris Hood asked me to find out in case law if I can petition the DNR for access.

(STATE OF MINNESOTA IN COURT OF APPEALS A22-0450 In re the Matter of Michael Wartman, et al., Appellants,) Exhibit #2 states that neither cities nor townships can petition cartways through Wild Life Management Areas. Therefore, my only access is through the Jason Nelson property, because I am surrounded on all other sides by DNR Janet Johnson Wildlife Management Area.

Minnesota statute, 435.37 Easement for Cartway allows cities to grant easements for access, exhibit #3

I have data from engineer Joe Pelewa exhibit #4 and soils engineer Ken Meek exhibit #5 both agreeing with the surveyor Kelly Jordan that the best placement of the cartway is where it is shown in exhibit #1. The soils get worse for a driveway the farther south one goes on the property.

Thank you for considering this request. Let me know if you need any other documentation.

Have a great day Richard Keller



PETITION FOR A CARTWAY TO ACCESS LANDLOCKED PROPERTY

To the city of North Branch Minnesota, Chisago County, Minnesota:

The undersigned are owners of a tract of land in The City of North Branch Chisago County, more particularly described as follows: PID 11.00693.00 Acres 45.00 Section 34 Township 035 Range 021 W1/2 OF SW1/4 OF NE1/4 NE1/4 OF SE1/4 OF NW1/4 AND S 5 A OF W 1/2 OF SE1/4 OF NW1/4 OF SE1/4 OF SE1/4 OF NW1/4

Owner: JMRK LLC, A Minnesota Limited Liability Company.

Said tract of land either: (check one)

X[] contains at least five acres of land and has no established access to it except over a navigable waterway, over the lands of others, or whose only access is less than two rods wide; or

[] contains between two and five acres, was a separate parcel of record as of January 1, 1998, and has no established access to it except over the lands of others.

As the owners of the above described landlocked tract of land we hereby petition said town board to establish a cartway pursuant to Minn. Stat. § 435.37, at a width of 2 rods (at least two-rods with utilities) across the following described properties:

<u>Owners Jason Nelson</u>	<u>Property Description PID 11.00696.00</u>
----------------------------	---

Section 34 Township 035 Range 21 SW1/4 OF NW 1/4

At the following described location: See attached exhibit #1 North 33 feet of the

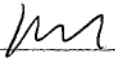
south 313 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 34, Township 35north, Range 21 West Chisago County Minnesota.

The purpose and necessity for this petition is to seek the establishment of a legal access, ingress egress, that is at least 33 feet wide to a tract of property that is landlocked. Other attempts to secure a permanent access to the property have been unsuccessful. In order to make use of the

property and increase its value, we ask the town to establish a cartway connecting the tract of land to a public road.

We understand and agree that as the petitioners we are responsible for: (1) paying all costs associated with the establishment of the cartway which may include, but is not limited to, the town board's attorney fees, hearing costs, surveying fees, appraiser fees, compensation to the owners of the property over which the cartway is established for the taking of their property, administrative costs, court and defense costs if an appeal is brought, and any other costs legitimately associated with the cartway establishment; (2) constructing the cartway; and (3) maintaining the cartway.

Dated this day of 03/07, 2024.

Petitioner Signature
Chief manager

Petitioner Signature

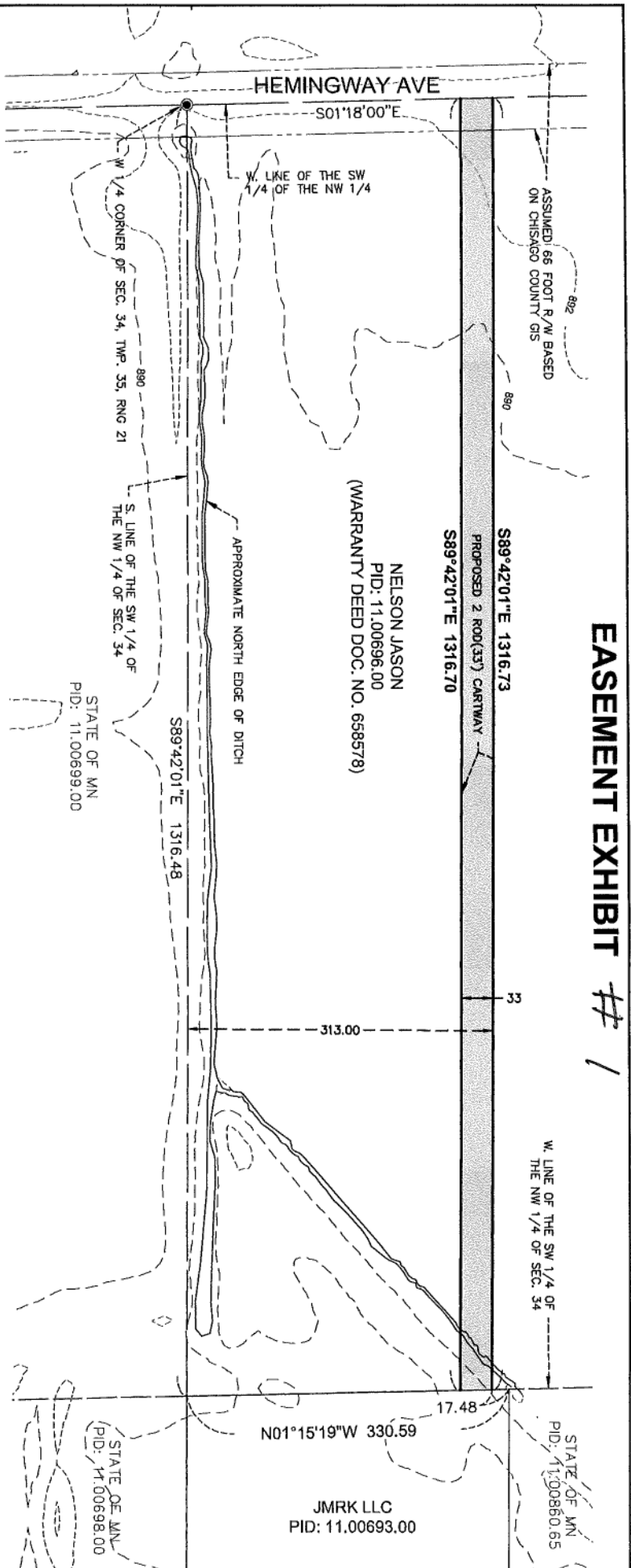
Petitioner Printed Name

Petitioner Printed Name

Mailing Address: 7399 341 st
Stacy MN 55079

Mailing Address: _____

EASEMENT EXHIBIT # 1



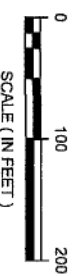
PROPOSED EASEMENT DESCRIPTION:

The North 33 feet of the South 313 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 34, Township 35 North, Range 21 West, Chisago County, Minnesota.

SURVEY NOTES:

1. Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adf.)
2. Contours shown are LIDAR contours from MN DNR on NAVD88.
3. Cartway area is 43,452 Sq. Ft. or 1.0 Acres

DATE	January 2024	DATE		APPENDIX	BY	PREPARED FOR: BROCK KELLER
SCALE	AS SHOWN					THESE CERTIFY THAT THE SURVEY PLAN OR REPORT WAS PREPARED BY THE SURVEYOR OR DIRECT SUPERVISOR AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
CHECKED BY:	KJ					DATE OF REVIEW: 1/2/24
FILE NUMBER:	2023-10945					DATE OF REVIEW: 1/2/24



WIDSETH
ARCHITECTS • ENGINEERS • SOBBTISTS • SURVEYORS

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0450**

In re the Matter of
Michael Wartman, et al.,
Appellants,

and

the Commissioner of Crystal Bay Township,
Respondent,

Janet Rothbart,
Respondent.

**Filed October 10, 2022
Affirmed
Bratvold, Judge**

Lake County District Court
File No. 38-CV-21-47

Patrick Dinneen, Silver Bay, Minnesota (for appellants)

Tyson Smith, Richard T. Furlong III, Smith Law, PLLC, Grand Marais, Minnesota (for
respondent commissioner)

Kelly M. Klun, Klun Law Firm, P.A., Ely, Minnesota (for respondent Rothbart)

Considered and decided by Bratvold, Presiding Judge; Cochran, Judge; and
Wheelock, Judge.

435.37 EASEMENT FOR CARTWAY.

Subdivision 1. **Mandatory establishment; conditions.** (a) Upon petition presented to the city council by the owner of a tract of land containing at least five acres, who has no access thereto except over a navigable waterway or over the lands of others, or whose access thereto is less than two rods in width, the city council by resolution shall establish a cartway at least two rods wide connecting the petitioner's land with a public road.

(b) The city council may select an alternative route other than that petitioned for if the alternative is deemed by the city council to be less disruptive and damaging to the affected landowners and in the public's best interest.

(c) The amount of damages must be paid by the petitioner to the city before the cartway is opened. For the purposes of this subdivision, damages means the compensation, if any, awarded to the owner of the land upon which the cartway is established together with the cost of professional and other services, hearing costs, administrative costs, recording costs, and other costs and expenses that the city may incur in connection with the proceedings for the establishment of the cartway. The city council may by resolution require the petitioner to post a bond or other security acceptable to the city council for the total estimated damages before the city council takes action on the petition.

(d) The city may not expend street or bridge funds on the cartway unless the city council, by resolution, determines that an expenditure is in the public interest. If no resolution is adopted to that effect, the grading or other construction work and the maintenance of the cartway is the responsibility of the petitioner.

(e) After the cartway has been constructed, the city council may by resolution designate the cartway as a private driveway with the written consent of the affected landowner, in which case from the effective date of the resolution no town road and bridge funds may be expended for maintenance of the driveway.

Subd. 2. **Maintenance costs.** When a cartway is not maintained by the city, one or more of the private property owners who own land adjacent to a cartway, or one or more of the private property owners who has no access to the owner's land except by way of the cartway, may maintain the cartway. The cost of maintenance must be equitably divided among all of the private property owners who own land adjacent to the cartway and all of the private property owners who have no access to their land except by way of the cartway. The following factors may be taken into consideration when determining an equitable share of maintenance expenses: the frequency of use, the type and weight of the vehicles or equipment, and the distance traveled on the cartway to the individual's property. The city council may determine the maintenance costs to be apportioned to each private property owner if the private property owners cannot agree on the division of the costs. The city council's decision may be appealed within 30 days to the district court of the county in which the cartway is located. Private property owners who pay the cost of maintenance have a civil cause of action against any of the private property owners who refuse to pay their share of the maintenance cost.

Subd. 3. **City defined.** For purposes of this section, "city" includes statutory and home rule charter cities.

Subd. 4. **Procedure.** For the purposes of this section, the proceedings of the city council shall be in accordance with the procedures set forth in section 164.07, except that references in section 164.07 to "town," "town clerk," "town board," or "town costs" shall be construed to mean references to "city," "city clerk," "city council," or "city costs," respectively, or equivalent terms, as required by the context.

History: 2006 c 236 art 1 s 3; 2009 c 30 art 3 s 3

February 26, 2024

Rick Keller
7399 341st St.
Stacy, MN 55079

Duluth
126 East Superior Street
Duluth MN 55802
218.727.8481
Widseth.com

Re: JMRK Property Access Evaluation for PIN 11.00693.00

Rick,

Evaluating your access into the 45-acre property in Section 34 located ¼ mile east of Hemingway Avenue in the City of North Branch, MN. I understand that an access cartway to connect your property to Hemingway Ave. would cross the adjacent property owned by Jason Nelson (PIN 11.00696.00) to the west.

Evaluation of Site Conditions

- 1 rod (16.5 foot) access
 - 16.5 foot does not provide sufficient cartway clearance to safely provide access to a property for vehicles.
 - Typically, a minimum drive access of sufficient width (20 foot) to allow public safety and emergency vehicles within an easement of 33-foot width is typically required to construct an adequate access and provide adjacent shoulder slopes for safety measures and access stability.
- Construction along an existing drainage ditch
 - Undesirable soils (peat) along the ditches over time tend to sluff back into the drainage ditch causing drainage blockages and slump depressions of surface adjacent to the ditch.
 - Due to the ditch depth and undesirable soils (peat) along the ditch, a setback of access for long term stability of the access and the ditch banks.
- Underlying soils
 - The farther south the drive access is placed the depth of unsuitable soils increases.

Recommendation:

- For this property the recommended location for access drive placement is approximately 300 feet north of Jason Nelson and JMRK Property south line.
- This provides the least potential impacts to existing drainage ditch and depth of excavation due to unsuitable soils.

WIDSETH



Joseph D. Pelawa, P.E., Civil Engineer

Enclosure: GIS clipping of property identifying recommended access location

EARTH SCIENCE ASSOCIATES, INC.

Environmental Consulting Specialists earthsciencemn.com

612-718-0413 esa332@gmail.com

37445 Grand Avenue, North Branch MN 55056

Rick Keller
7399 341st Street
Stacy, MN 55079

November 11, 2023

esa #111-23

RE: Driveway Route to 45 acre parcel in North Branch, MN (Chisago Co. PID# 11.00693.00)
Certification of no wetland impact

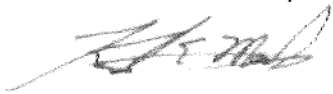
Dear Mr. Keller:

The existing driveway access to the above referenced parcel, as illustrated on the attached Exhibit 1, is found to avoid wetland, based on current site conditions and current state/federal criteria for defining wetland.

It is our understanding that this driveway has been in continuous use to access the subject parcel since the early 1990s and prior to that it had served to access a home site on a nearby property.

Respectfully,

Earth Science Associates, Inc.



Kenneth E. Meek, PG, CPG
Principal

Attachment: Exhibit 1 Existing Driveway Route

Registered Professional Geologist (MN) #30221
AIPG Certified Professional Geologist (USA) #08600
Certified Wetland Delineator #1199
OSHA 40 hour HAZWOPER Certified 1992
MDH Licensed Monitoring Well Contractor #788, #1685
Certified Landfill Operator #52087428



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 03/22/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-26-2024 Requiring the Cartway Petitioner to Post a Bond or Security

Overview / Background

See previous staff report regarding cartway petition item.

Staff Recommendation

City staff recommend approval of the resolution requiring posting of a bond or security.

Recommended Planning Commission Action

Approve Resolution No. R-26-2024 requiring the petitioner of the cartway to post a bond or security specific to the cartway petition.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-26-2024

A RESOLUTION REQUIRING THE CARTWAY PETITIONER TO POST A BOND OR SECURITY

WHEREAS, the City of North Branch (the “City”) City Council received a cartway petition from landowner Richard Keller (“the Petitioner”), requesting the establishment of a cartway pursuant to Minnesota Statutes, section 164.08, subdivision 2 to provide access to property owned by the Petitioner, located in Section 34, Township 35, Range 21, Chisago County, Minnesota (the “Property”); and

WHEREAS, the Petitioner is required by Minnesota Statutes, section 164.08 to pay all costs associated with the establishment of a cartway including, but not limited to, compensation paid to the owners of the properties made subject to the cartway, the City's attorney fees, appraiser fees, administrative costs, surveying costs, and such other costs the City incurs as it deems necessary to process, consider, and act on the cartway petition; and

WHEREAS, pursuant to Minnesota Statutes, section 164.08, subdivision 2, the City Council is authorized to pass a resolution requiring the Petitioner to post a bond or other security acceptable to the City for the total estimated damages before the City Council takes action on the petition including, but not limited to, adopting an order to set a hearing on the petition; and

WHEREAS, the City Council determines it is in the best interests of the City and its taxpayers to require the Petitioner to post security with the City in an amount sufficient to ensure the City is fully reimbursed for all of its costs and expenses related to processing and considering the Petitioner's cartway petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MN that the petitioner of the cartway is hereby required to provide to the City security in the amount, and subject to the provisions, as set out below:

1. The Petitioner must provide the City cash security in the amount of \$38,200 in the form of a cashier's check or certified check ("Security") before the City Council will

take any further action to process or consider the Petitioner's cartway request. The purpose of the Security is to give the City a source of funds from which it will reimburse itself for the professional, administrative, and other costs it incurs to process, consider, and act on the petition. It is impossible for the City Council to determine in advance the exact amount of the costs it will incur related to this matter. The Security established herein is neither a minimum nor maximum on the amount of costs the Petitioner will actually be required to reimburse or pay related to the cartway proceeding. The City Council will take no further action to process the petition until the full amount of Security is provided to the City as required herein.

2. The City will deposit the Security in its account and will withdraw funds as needed to reimburse itself for all costs it incurs. If the City determines the amount of the Security, after deducting all costs it has incurred, will be reduced to less than \$2,500, the City may provide the Petitioner notice of the need to provide additional Security in the amount indicated in the notice. The cartway process will be suspended until the required additional Security is provided. Failure by the City to provide the notice will not relieve the Petitioner of its obligation to fully reimburse the City for its costs.
3. The Petitioner is required to pay all actual costs incurred by the City related to processing the cartway petition regardless of whether the cartway is actually established. If the Security is not adequate to fully reimburse the City, the Petitioner shall remain responsible for reimbursing the City for all of its costs. If the Security is depleted before all of the costs are reimbursed, the City will provide the Petitioner an invoice for the remaining amount to be reimbursed, which shall be due and payable within thirty (30) days for the date of the invoice. If the invoice is not paid, or if the City is not otherwise fully reimbursed, it may certify the unpaid amounts to the County Auditor pursuant to Minnesota Statutes, section 366.012 for collection as an unpaid service charge on the taxes of the Property or on any other property the Petitioner owns in the state. The City's collection costs shall be added to the amount certified to the county auditor for collection. By providing the Security as required herein, the Petitioner is expressly agreeing that the costs the City incurs related to this process constitute a service charge collectable by the City pursuant to Minnesota Statutes, section 366.012.
4. The City Council may, after ten (10) days' written notice to the Petitioner, terminate the cartway process if the Petitioner fails to promptly and fully reimburse the City. If the City Council terminates the process, it will take no further action on the petition. The Petitioner would be required to file a new petition and new security before the City Council takes any further action on the matter of establishing a cartway to the Property.
5. Upon the conclusion or termination of the cartway process, the City shall release or return any unused portion of the Security, without interest, to the Petitioner within sixty (60) days with an accounting of any amounts withdrawn by the City.
6. By adopting this Resolution, the City Council is not commenting on the eligibility of the Petitioner to actually receive the requested cartway. The City Council will not act to consider whether the Petitioner is eligible for a cartway until the required Security is provided, and then only as part of the hearing held regarding the petition.

BE IT FINALLY RESOLVED, the City Clerk is hereby authorized and directed to provide the Petitioner a copy of this Resolution.



Jason Ziemer <jasonz@ci.north-branch.mn.us>

Cartway Petition

1 message

Jason Ziemer <jasonz@ci.north-branch.mn.us>
To: Richard Keller <kellerexc@gmail.com>

Thu, Mar 28, 2024 at 12:16 PM

Rick,

Based on your petition filing for the creation of a cartway via property owned by Jason Nelson, the City Council established the formal hearing date (June 11, 2024) and set the initial deposit amount to be placed with the City (\$38,200). This amount is an initial estimate for the deposit; more may be required from you as we work through this issue. More work will take place over the next several months up to the hearing. Obviously, you both have the ability to still negotiate or settle on what the City ultimately decides.

You will receive correspondence, etc. from our City Attorney's Office sometime in the next week or so.

Jason

Jason Ziemer

Community Development Director

jasonz@ci.north-branch.mn.us

Phone: (651) 674-8113 | Direct: (651) 277-5227

Cell: (612) 417-7377 | Fax: (651) 674-8262

6408 Elm Street, PO Box 910
North Branch, MN 55056-0910www.ci.north-branch.mn.us



Jason Ziemer <jasonz@ci.north-branch.mn.us>

Withdrawal Letter

1 message

Jason Ziemer <jasonz@ci.north-branch.mn.us>
To: Richard Keller <kellerexc@gmail.com>

Wed, May 8, 2024 at 1:18 PM

Hi Rick. I did advise our attorneys office; they are ceasing work immediately. However, it was requested that you provide your withdrawal notice to your cartway petition ASAP given the statutory timelines we are under.

Jason

Jason Ziemer

Community Development Director

jasonz@ci.north-branch.mn.us

Phone: (651) 674-8113 | **Direct:** (651) 277-5227**Cell:** (612) 417-7377 | **Fax:** (651) 674-82626408 Elm Street, PO Box 910
North Branch, MN 55056-0910www.ci.north-branch.mn.us



Jason Ziemer <jasonz@ci.north-branch.mn.us>

cartway

1 message

Richard Keller <kellerexc@gmail.com>

Fri, May 10, 2024 at 9:01 AM

To: Ziemer Jason <jasonz@ci.north-branch.mn.us>

Good morning.

I am under contract with Jason Nelson to purchase 10 acres, this will join my existing 45 with Hemingway Ave. I therefore will no longer need the cartway petition.

Please send a refund of the \$5,000.00. Minus the attorney fees and itemized list. Thank you.

Please also send me the driveway information and permit application.

When and how do we get an address there?

Let me know if you need anything else.

Have a great day.



Prepared By:
Sharon Wright, Finance Director
Presenter: Sharon Wright, Finance Director
Date: 07/24/2024

Board & Commission: City Council

Subject: Finance 2nd Quarter Update

Finance Director Wright will present the 2nd Quarter Finance update.

Voting Requirements:

INFO

City of North Branch

2nd Quarter Update

General Fund

	6/30/2024 Actual	6/30/2023 Actual	Current vs Prior Inc/(Dec)	Projected 2024	2024 Budget
Revenues:					
Taxes	\$ 2,937,256	\$ 2,488,485	\$ 448,771	\$ 5,423,410	\$ 5,506,000
Licenses & Permits	182,708	163,153	19,555	365,417	336,500
Intergovernmental	163,617	116,623	46,994	1,787,038	1,985,598
Charges for Services	112,899	12,341	100,558	169,349	78,300
Fines & Forfeits	12,745	8,525	4,220	19,118	17,000
Other Revenue	357,106	278,906	78,200 ¹	535,659	134,900
Other Financing Sources	-	198,600	(198,600) ²	121,800	121,800
Total Revenues	\$ 3,766,332	\$ 3,266,634	\$ 499,698	\$ 8,421,791	\$ 8,180,098
Expenditures:					
City Council	\$ 21,357	\$ 13,133	\$ 8,224	35,000	\$ 34,719
City Administrator	27,601	85,339	(57,738)	55,201	189,173
City Clerk	69,950	78,686	(8,736)	139,901	138,532
Elections	4,756	-	4,756	19,022	18,000
Finance	182,411	176,770	5,641	364,822	344,960
City Attorney	85,673	60,693	24,979	171,345	50,000
City Engineer	9,671	13,871	(4,201)	38,683	40,000
Legislative	12,500	17,610	(5,110)	30,000	30,000
Planning & Zoning	59,385	83,725	(24,341)	118,769	205,143
City Facilities	119,415	91,892	27,523	238,830	259,345
Police	1,311,467	1,347,016	(35,548)	2,754,081	2,855,535
Fire	239,441	229,015	10,426	526,769	692,859
Building Inspection	157,089	161,029	(3,941)	314,177	372,311
Civil Defense	32,976	6,585	26,391	65,952	62,405
Animal Control	2,100	1,750	350	4,200	4,425
Street Lights	27,605	21,051	6,553	55,209	33,000
Public Works	619,568	664,828	(45,260)	1,982,616	1,932,703
Parks	160,060	128,958	31,102	480,179	438,347
Library	41,558	47,001	(5,443)	83,116	95,192
Non-Dept Exps	37,724	26,745	10,978	262,447	272,200
Total Expenditures	\$ 3,222,303	\$ 3,255,697	\$ (33,395)	\$ 7,740,321	\$ 8,068,849
Net Postion increase/(decrease)	\$ 544,029	\$ 10,936	\$ 533,093	\$ 681,470	\$ 111,249

Sewer Fund (602)

	6/30/2024 Actual	6/30/2023 Actual	Current vs Prior Inc/(Dec)	Projected 2024	2024 Budget
Revenues:					
Charges for Services	\$ 233,721	\$ 101,311	\$ 132,410	490,814	\$ 300,000
Utility Charges	889,521	715,100	174,421	1,867,994	1,819,500
Other Revenue	-	-	-	1,000	1,000
Total Revenues	\$ 1,123,242	\$ 816,411	\$ 306,831	\$ 2,359,808	\$ 2,120,500
Expenditures:					
Sanitary Sewer	\$ 440,583	\$ 486,240	(45,657)	1,579,893	\$ 1,663,045
Total Expenditures	\$ 440,583	\$ 486,240	\$ (45,657)	\$ 1,579,893	\$ 1,663,045
Net Postion increase/(decrease)	\$ 682,659	\$ 330,172	\$ 352,488	\$ 779,915	\$ 457,455

Stormwater Fund (612)

	6/30/2024 Actual	6/30/2023 Actual	Current vs Prior Inc/(Dec)	Projected 2024	2024 Budget
Revenues:					
Utility Charges	\$ 332,254	\$ 302,588	29,666	437,470	\$ 451,000
Other Revenue	-	17,414	(17,414)	450	300
Total Revenues	\$ 332,254	\$ 320,002	\$ 12,252	\$ 437,920	\$ 451,300
Expenditures:					
Storm Sewer	\$ 149,209	\$ 243,017	(93,808)	373,023	\$ 677,478
Total Expenditures	\$ 149,209	\$ 243,017	\$ (93,808)	\$ 373,023	\$ 677,478
Net Postion increase/(decrease)	\$ 183,045	\$ 76,985	\$ 106,060	\$ 64,898	\$ (226,178)

Liquor Store Fund (609)

	6/30/2024 Actual	6/30/2023 Actual	Current vs Prior Inc/(Dec)	Projected 2024	2024 Budget
Revenues:					
Liquor Store - East	\$ 1,283,533	\$ 1,313,351	(29,818)	2,759,595	\$ 2,801,127
Liquor Store - West	525,126	542,562	(17,436)	1,129,020	1,184,193
Cost of Liquor Sold - East	(958,744)	(963,756)	5,012	(2,013,363)	(2,113,360)
Cost of Liquor Sold - West	(369,056)	(370,037)	981	(775,018)	(796,228)
Other Revenue	1,875	1,929	1,929	3,749	-
Other Financing Sources	-	-	-	-	-
Total Revenues	\$ 482,733	\$ 524,049	\$ (39,333)	\$ 1,103,984	\$ 1,075,732
Operating Expenses:					
Liquor Store - East	\$ 261,567	\$ 292,443	(30,876)	523,135	\$ 654,141
Liquor Store - West	197,731	172,033	25,698	395,461	323,705
Other Expenditures	-	-	-	80,000	80,000
Total Operating Expenses	\$ 459,298	\$ 464,476	\$ (5,178)	\$ 998,596	\$ 1,057,846
Net Postion increase/(decrease)	\$ 23,435	\$ 59,573	\$ (34,155)	\$ 105,388	\$ 17,886

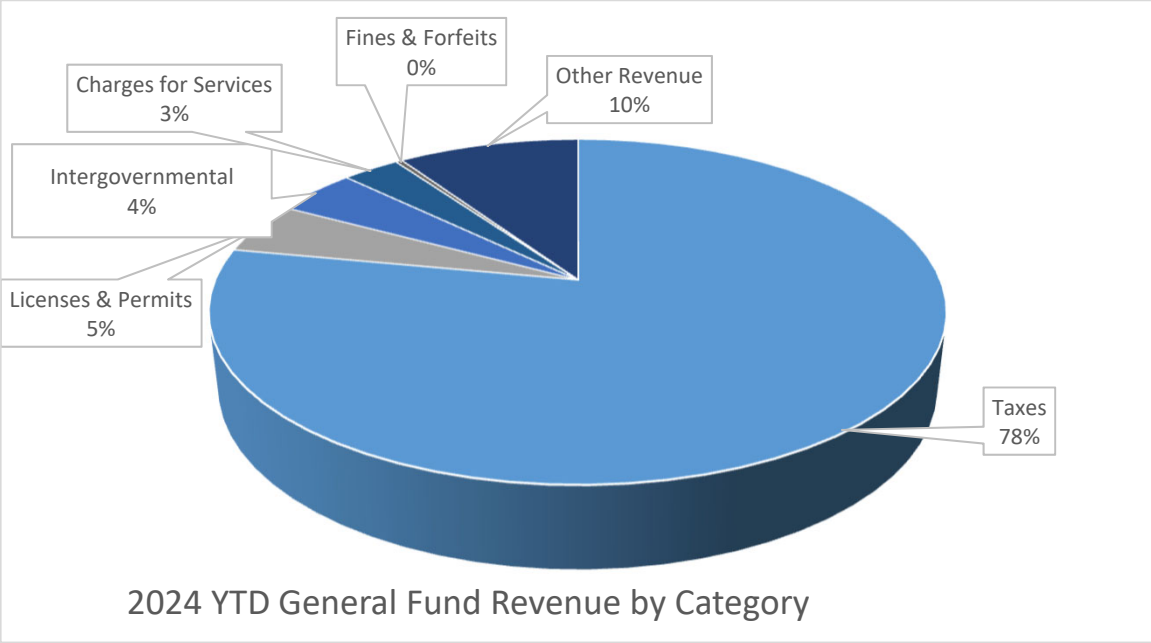
Water Fund (615)

	6/30/2024	6/30/2023	Current vs Prior	Projected	2024
	Actual	Actual	Inc/(Dec)	2024	Budget
Revenues:					
Charges for Services	\$ 1,056,598	\$ 808,483	\$ 248,115	1,796,217	\$ 1,730,000
Water Charges	190,164	205,933	(15,769)	380,328	531,000
Other Revenue	15,646	63,999	(48,353)	31,293	57,000
Total Revenues	<u>\$ 1,262,408</u>	<u>\$ 1,078,415</u>	<u>\$ 183,993</u>	<u>\$ 2,207,837</u>	<u>\$ 2,318,000</u>
Expenditures:					
Water	\$ 796,521	\$ 364,686	431,834	2,093,042	\$ 2,197,677
Total Expenditures	<u>\$ 796,521</u>	<u>\$ 364,686</u>	<u>\$ 431,834</u>	<u>\$ 2,093,042</u>	<u>\$ 2,197,677</u>
Net Postion increase/(decrease)	<u>\$ 465,887</u>	<u>\$ 713,729</u>	<u>\$ (247,841)</u>	<u>\$ 114,795</u>	<u>\$ 120,323</u>

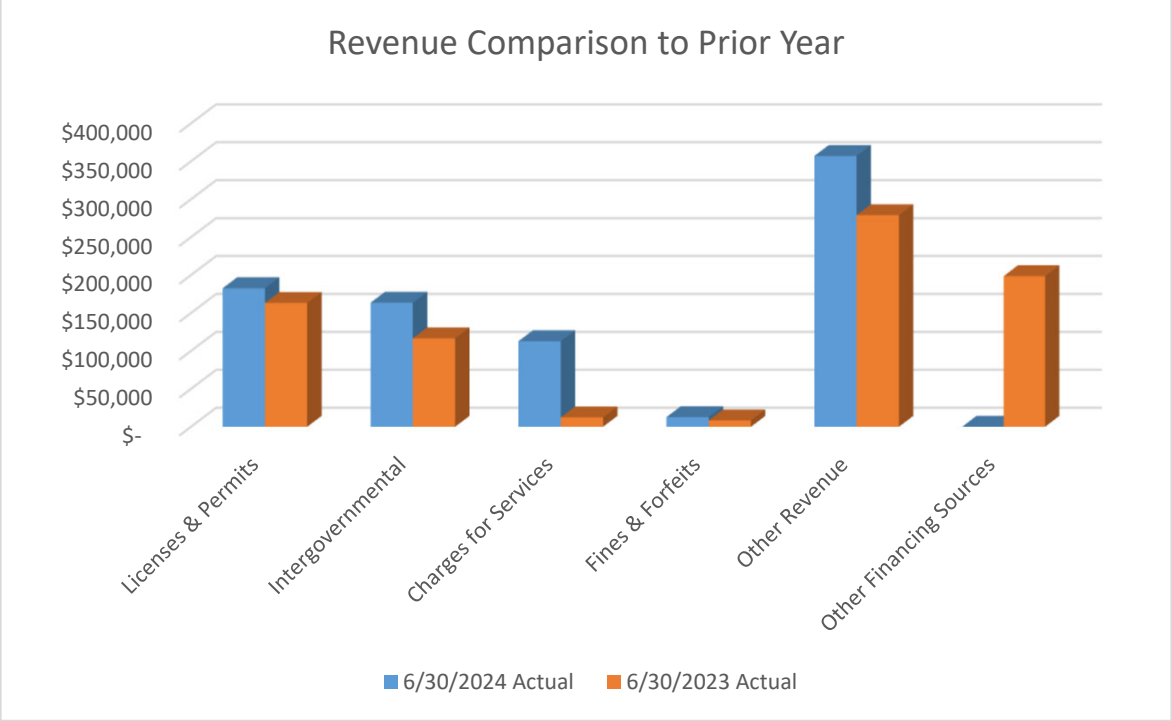
Generation Fund (620)

	6/30/2024	6/30/2023	Current vs Prior	Projected	2024
	Actual	Actual	Inc/(Dec)	2024	Budget
Revenues:					
Charges for Services	\$ -	\$ 381,499	\$ (381,499)	-	\$ -
Utility Charges	-	1,400	(1,400)	-	-
Other Revenue	207,965	4,132,688	(3,924,723)	415,929	416,000
Total Revenues	<u>\$ 207,965</u>	<u>\$ 4,515,587</u>	<u>\$ (4,307,622)</u>	<u>\$ 415,929</u>	<u>\$ 416,000</u>
Expenditures:					
Generation	\$ 92,719	\$ 461,682	(368,963)	185,438	\$ 412,643
Total Expenditures	<u>\$ 92,719</u>	<u>\$ 461,682</u>	<u>\$ (368,963)</u>	<u>\$ 185,438</u>	<u>\$ 412,643</u>
Net Postion increase/(decrease)	<u>\$ 115,246</u>	<u>\$ 4,053,905</u>	<u>\$ (3,938,659)</u>	<u>\$ 230,491</u>	<u>\$ 3,357</u>

General Fund Charts



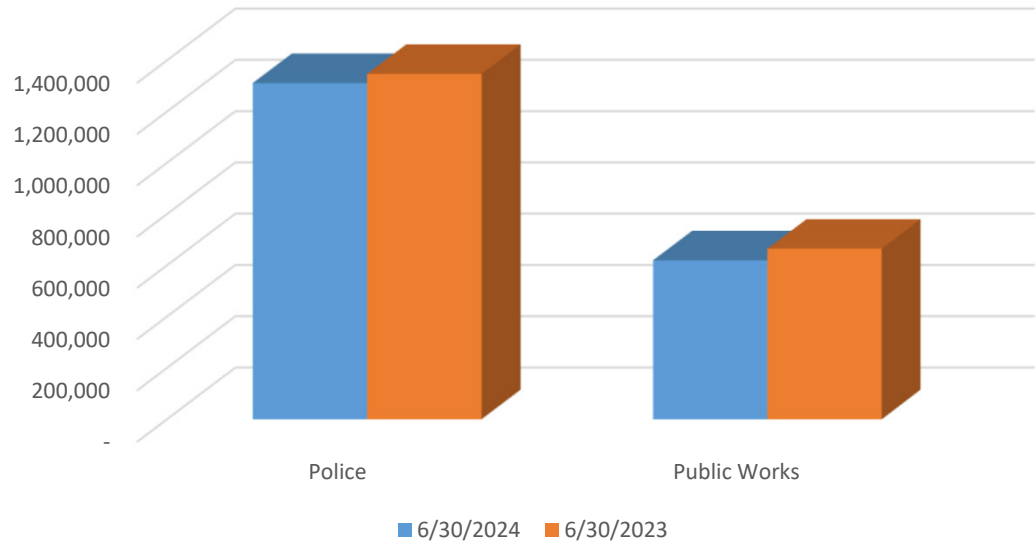
Property Taxes make up 78% of the revenue, the chart below shows the other revenue sources compared to prior year as they are the most volatile.



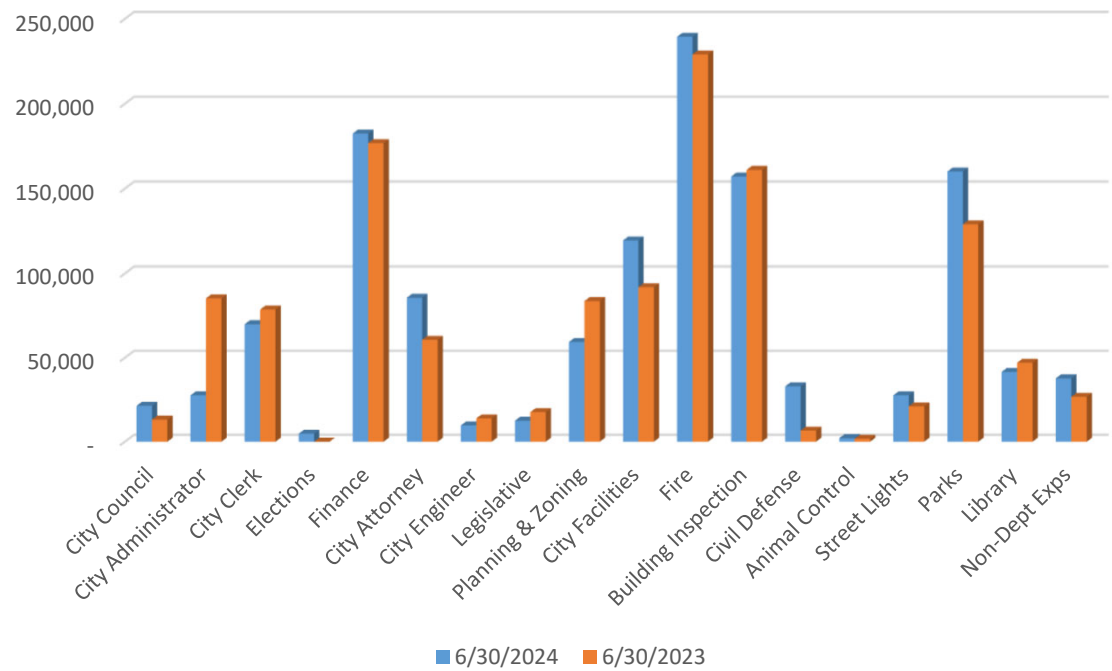
General Fund Charts

Police and Public Works account for 60% of the General Fund expenses. Therefore, they are being presented separately from the other departments.

2024 YTD Expenses for Police & Public Works



2024 YTD General Fund Expenses (excluding PD & PW)



Monthly Report for Liquor Store - Council Report

June 2024

Percent of Year: 50%

Sales by Month and Year-to-Date

Month	Sales 2024	3 Year Avg Sales	2023 Sales	2022 Sales	2021 Sales
January	249,337	273,051	260,897	264,251	294,006
February	260,707	261,547	258,041	260,393	266,208
March	295,583	287,247	287,155	270,023	304,564
April	288,819	304,213	294,590	290,810	327,239
May	359,929	355,446	359,963	340,284	366,090
June	356,157	374,369	396,748	356,222	370,136
July	-	392,975	384,900	387,670	406,355
August	-	350,554	373,947	340,390	337,323
September	-	345,602	364,982	342,075	329,748
October	-	315,011	320,361	292,066	332,607
November	-	307,724	314,976	297,905	310,290
December	-	385,837	386,886	394,885	375,740
Total	1,810,534	3,953,575	4,003,446	3,836,975	4,020,305

YTD Sales vs 3 Year Avg	(45,340)	YTD Sales as % of 3 Year Avg	97.56%
YTD Sales vs 2023 Sales	(46,860)	YTD Sales as % of 2023 Sales	97.48%

Gross Margin

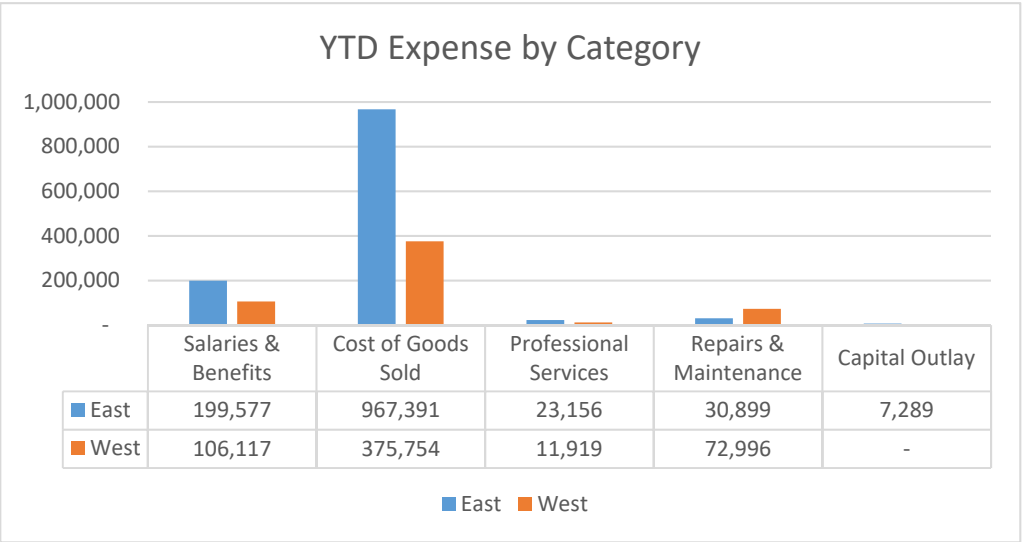
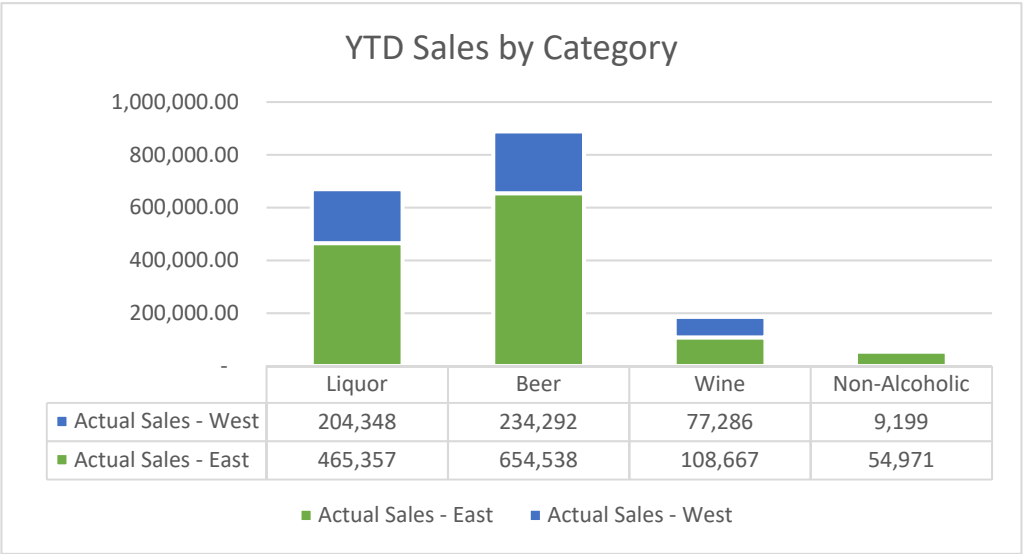
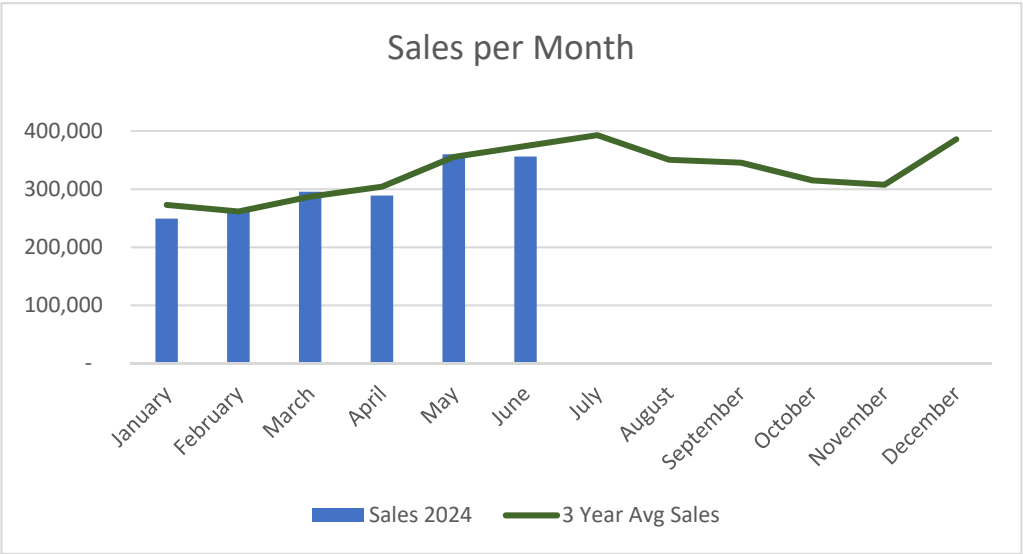
	2024 Annual Budget	Actual 2024 YTD	Actual East	Actual West
Sales	3,985,320	1,808,658	1,283,533	525,126
Cost of Sales	2,909,588	1,327,800	958,744	369,056
Gross Margin	1,075,732	480,858	324,788	156,070
	27%	27%	25%	30%

Gross Margin by Category - Budget vs Actual

Liquor	421,492	161,781	113,351	48,430
Beer	471,415	255,805	166,725	89,079
Wine	139,135	56,286	35,813	20,473
Non-Alcoholic	43,379	6,986	8,899	(1,913)
Other	311	-	-	-
	1,075,732	480,858	324,788	156,070

NOTE: Gross Margin measures the result of gross sales less the cost of goods sold

LIQUOR STORE CHARTS
2ND QUARTER 2024





Prepared By:
Carla Golden, Liquor Operations Director
Presenter: Carla Golden, Liquor Operations Director
Date: 08/06/2024

Board & Commission: City Council

Subject: Municipal Liquor Selling THC and CBD Products Information

Municipal liquor stores started after Prohibition as a means for cities to control the distribution of alcohol in their communities. Later, cities found their municipal liquor stores could be a method of generating needed non-tax revenue. Today, the purpose of municipal liquor stores is to "control the distribution of alcohol - while simultaneously generating income for the community." To extend the revenue generation further, Minnesota legalized the sales of cannabis if it meets all the requirements laid out on the percentage of the THC levels.

Along with the alcohol sales, several municipalities are now selling hemp-derived products after going through the registration process with the Office of Cannabis and have a processor that can process payments, which has helped municipalities to generate increased revenue. North Branch Municipal upgraded their POS System to a new POS System called Square which has provided several features along with accepting different payment options. The Minnesota Office of Cannabis Management requires that all businesses selling any hemp derived products to be registered and licensed with them before selling such products.

Our current Square POS can be used to sell both hemp derived THC and CBD products. Hemp derived CBD products ARE allowed to be sold on Square, but there is a process involved getting onboard into Square's CBD program. This includes providing up-to-date COAs for all CBD products to be sold. Square currently allows sellers in the CBD Program to accept payments for hemp and hemp-derived CBD products that have less than, or equal to, 0.3% THC in most states within the United States. If you sell CBD products, including, for example, oil, flower, seeds, lotions, topicals, wax, etc., your business is required to be in the CBD Program. These products must be produced and sold in compliance with applicable law, including, but not limited to, the 2018 Farm Bill, and relevant state laws. The restrictions to CBD are for synthetically derived CBD products. Square is unable to support the sale of HHC & THC-O CBD products, due to them being

synthetically derived cannabinoids and we would undergo a review and provide up-to-date lab COAs for all of your CBD products (including CBD products with 0% THC)."

If the Council is in consensus to move forward, in a future meeting a resolution would be brought to approve the sale of such products through our Municipal stores and start the process of registration, licensing with the State and with Square and work closely with our City Clerk/IT Director to get the licensing process started and get enrolled, set up and configured with the CBD program with Square before any sale of such products can happen. Our current insurance will cover the sales of hemp-derived products.

Attached is a checklist of the process, what a COA is and also the Square CBD Program <https://squareup.com/us/en/solutions/cbd>

I would be happy to answer any other questions you may have.

Voting Requirements:

INFO

Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Minnesota Statute 18K.02, Definitions
Minnesota Statute 152.01, Subdivision 9
Minnesota Statute 151.72, Sale of Certain Cannabinoid Products

Minnesota Statute 152.0264, Cannabis Sale Crimes
Minnesota Statute 342.09, Personal Adult Use of Cannabis

Question	Yes	No	Comments	Additional Information
Business License and Registration Compliance				
Is the business registered with the Minnesota Department of Health?				All businesses selling hemp-derived cannabinoid products must be registered. See Hemp-Derived Cannabinoid Products (www.health.state.mn.us/people/cannabis/edibles/index.html)
If the business offers on-site consumption, do they have a liquor license?				Local authorities issue on-site consumption licenses. These are required for all businesses permitting on-site consumption of THC.
Product Compliance – All Products				
Does the business ensure that all sales are made to persons 21 years old or older?				Only persons 21 years of age or older may purchase hemp-derived cannabinoid products, with the exception of topicals. These products may be sold to anyone.
Does the business have all edible cannabinoid products, except beverages, behind the counter or in a locked cabinet?				Businesses must ensure all edible cannabinoid products are secure and inaccessible to customers.

Question	Yes	No	Comments	Additional Information
Only delta-8 and delta-9 are allowed for human consumption. Does the business sell edibles or beverages with any other intoxicating cannabinoids?				MDH has identified products containing many different intoxicating cannabinoids, such as HHC, THC-O, THC-P, PHC, delta-10, delta-11, delta-8p, delta-9p, etc. The product must contain only delta-8 and/or delta-9.
Does the business sell any edible products that are similar to a product marketed to or consumed by children?				Edible products that appear similar to candy or snacks marketed toward or consumed by children are not allowed.
Does the label on the edible or beverage state “Keep out of reach of children”?				All products must include the warning label “Keep out of reach of children.”
Is the manufacturer’s name, address, website, and contact phone number included on the label or provided through a QR code?				If not, the product is not in compliance.
Does the QR code on the product bring the user to a Certificate of Analysis on the website, which includes the name of the independent testing laboratory, cannabinoid profile, and product batch number?				All products must be tested by batch in an independent, accredited laboratory. The results must include the cannabinoid profile.
Does the label on the product indicate the cannabinoids by serving and in total?				The label must indicate the potency by individual serving as well as in total.

Question	Yes	No	Comments	Additional Information
Does the label on the product make any claim the product offers any kind of health benefit?				Health claims are not permitted on hemp or cannabis products unless approved by the FDA. At this time, there is not an approved statement.
Does the label on the product state that the product does not claim to diagnose, treat, cure or prevent any disease?				The manufacturer cannot claim the product will provide any health benefit unless the product has been formally approved by the FDA.
Does the business sell CBD (or other forms of cannabidiol) in the form of a softgel, tablet, or tincture?				Non-intoxicating cannabinoids may only be sold in the form of an edible, beverage, or topical. Therefore, softgels and tablets cannot be sold. Tinctures must be labeled as either an edible or beverage and comply with the edible or beverage requirements.
Product Compliance – Edibles				
Does the edible product contain more than 5 mg delta-8 and/or delta-9 per serving?				Edibles may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the edible product package/container contain more than 50 mg total THC (delta-8 and/or delta-9)?				Edibles may not exceed 50 mg total delta-8 or delta-9 per package. The edible cannot contain any other form of THC or intoxicating cannabinoid.
Are all the edible product's servings clearly marked, wrapped, or scored <u>on</u> the product?				Edible product servings must be clearly distinguished on the product. Bulk products that require the consumer to measure are not allowed.

Question	Yes	No	Comments	Additional Information
Does the business sell any edible products in the shape of bears, worms, fruits, rings, ribbons?				Edibles in shapes that appeal to children are not allowed.
Is the edible product in a child-proof, tamper-evident, opaque container?				All edibles must be in a container that is child-resistant and tamper evident. If the container is clear, the business must place the edible into an opaque bag at the point of sale. Clear bags are not allowed.
Product Compliance - Beverages				
Does the beverage product contain more than 5 mg delta-8 or delta-9 per serving?				Beverages may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the beverage product contain more than 2 servings?				Beverages cannot exceed two servings, regardless of the THC potency.
Is the beverage product in an opaque container?				If the beverage is in a clear container, the business must place the beverage in an opaque bag at the point of sale.
Product Compliance – Smokables (non-flower)				
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain more than 0.3% THC?				A product's certificate of analysis will show the concentration of THC the product contains. The certificate typically is found through the QR code on the product package. In MDH's experience, most vapes contain 50% - 90%+ THC. Pre-rolls may consist of raw hemp flower. These products are not regulated by 151.72. However, if a pre-roll is labeled as "infused" or "coated" have additional cannabinoids applied to the material, of which the product typically exceeds the 0.3% THC limit.

Question	Yes	No	Comments	Additional Information
Does the business sell vapes, pre-rolls, dabs, or other smokeable products that contain other intoxicating cannabinoids, such as HHC?				MN Statutes do not allow any cannabinoid, other than delta-8 or delta-9, to be sold if the cannabinoid is intended to alter the structure or function of the body. HHC is a cannabinoid known to have potency greater than THC.
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain CBD?				Non-intoxicating cannabinoids cannot be smoked, vaped, or inhaled.
Product Compliance – Flower				
Does the business sell raw hemp flower?				Raw hemp flower must contain 0.3% or less of delta-9 on a dry weight basis. Products exceeding 0.3% delta-9 dry weight are marijuana, and are illegal for sale. THC-A is the non psychoactive precursor to delta-9. Once heated THC-A converts to delta-9. In that process some amount of THC-A is lost. To determine whether, once heated, the hemp flower will exceed the allowable 0.3% of delta-9, one can use a decarboxylation formula which takes into account the conversion of THC-A into delta-9. That formula is as follows: $\text{Total THC} = (0.877 \times \text{THC-A}) + \text{d-9 THC}$ Raw flower must include a certificate of analysis to show testing below 0.3% delta-9. A lack of a certificate of analysis would constitute an illegal sale.

Question	Yes	No	Comments	Additional Information
				A certificate of analysis showing that under the decarboxylation formula that delta-9 would exceed the 0.3% threshold would also indicate the flower is cannabis and not hemp and therefore being sold illegally.
Product Compliance – On-Site Consumption				
If the business offers on-site consumption, do they serve the edible or beverage in its original packaging?				The business may not pour out or remove an edible from its original packaging.
If the business offers on-site consumption, do they mix a cannabis-infused beverage with alcohol?				The business may not mix cannabis-infused products with alcohol.
If the business offers on-site consumption, do they permit customers to remove from the premises products which have been removed from their original packaging?				Products which have been removed from their original packaging cannot be removed from the premises by the customer.

NOTE: If a person suspects that a hemp-derived cannabinoid product is being sold in violation of Minnesota law, they can use the complaint form at [Submitting Hemp-Derived Cannabinoid Product Complaints \(www.health.state.mn.us/people/cannabis/edibles/complaints.html\)](http://www.health.state.mn.us/people/cannabis/edibles/complaints.html).



Certificate of Analysis

Compliance Test

Client Information:

Beverage Equity
2730 summer st. ne
minneapolis, Minnesota 55413

Batch # bb062625ofm
Batch Date: 2024-07-03
Extracted From: hemp

Test Reg State: Florida

Production Facility: sun dogs
Production Date: 2024-07-03

Order # BEV240711-010002
Order Date: 2024-07-11
Sample # AAF417

Sampling Date: 2024-07-11
Lab Batch Date: 2024-07-11
Orig. Completion Date: 2024-07-15

Volume: 355 ml

Number of Units: 1
Net Weight per Unit: 363500.000 mg

Statement of Amendment: Merging reports



Product Image



**Potency
Tested**



**Heavy Metals
Passed**



**Mycotoxins
Passed**



**Pesticides
Passed**



**Residual Solvents
Passed**



**Pathogenic Microbiology
Passed**



**Microbiology (qPCR)
Passed**



Potency 10

Specimen Weight: 20000.000 mg

Tested

SOP13.001 (LCMS)

Analyte	Dilution (1:n)	LOD (%)	LOQ (%)	Result (µg/ml)	
Delta-9 THC	8.000	1.30E-5	0.0015	26.3700	0.002637
CBD	8.000	5.40E-5	0.0015	12.8000	0.00128
CBC	8.000	1.80E-5	0.0015	10.4000	0.00104
CBDA	8.000	1.00E-5	0.0015	<LOQ	<LOQ
CBDV	8.000	6.50E-5	0.0015	<LOQ	<LOQ
CBG	8.000	2.48E-4	0.0015	<LOQ	<LOQ
CBGA	8.000	8.00E-5	0.0015	<LOQ	<LOQ
CBN	8.000	1.40E-5	0.0015	<LOQ	<LOQ
THCA-A	8.000	3.20E-5	0.0015	<LOQ	<LOQ
THCV	8.000	7.00E-6	0.0015	<LOQ	<LOQ
Total Active CBD	8.000			12.800	0.00128
Total Active THC	8.000			26.370	0.002637



Potency Summary

Total Active THC 0.002637% 9.361mg	Total Active CBD 0.00128% 4.544mg
Total CBG - ND	Total CBN - ND
Total Cannabinoids 0.004957% 17.597mg	Total CBC 0.00104% 3.692mg

Aixia Sun

Aixia Sun Lab Director/Principal Scientist
D.H.Sc., M.Sc., B.Sc., MT (AAB)



Definitions and Abbreviations used in this report: Total Active CBD = CBD + (CBD-A * 0.877), *Total CBDV = CBDV + (CBDVA * 0.867), Total Active THC = THCA-A * 0.877 + Delta 9 THC, Total THCV = THCV + (THCVA * 0.87), CBG Total = (CBGA * 0.878) + CBG, CBN Total = (CBNA * 0.876) + CBN, Total CBC = CBC + (CBCA * 0.877), Total THC-O-Acetate = Delta 8 THC-O-Acetate + Delta 9 THC-O-Acetate, Total THCP = Delta8-THCP + Delta9-THCP, Total Cannabinoids = Total percentage of cannabinoids within the sample. (mg/ml) = Milligrams per Milliliter, LOQ = Limit of Quantitation, LOD = Limit of Detection, Dilution = Dilution Factor, (ppb) = Parts per Billion, (%) = Percent, (cfu/g) = Colony Forming Unit per Gram, (µg/g) = Microgram per Gram, (ppm) = Parts per Million, (ppm) = (µg/g), (aw) = Water Activity, (mg/Kg) = Milligram per Kilogram. ACS uses simple acceptance criteria. Passed - Analyte/microbe is not detected or is at the level below the action limit per FL rule 64ER20-39, 5K-4.036, 5K-4.034. Failed - Analyte/microbe is at the level that equal or above the action limit per FL rule 64ER20-39, 5K-4.036, 5K-4.034 Sample not received via laboratory sampling. Revised report- see statement of amendment above.
This report shall not be reproduced, without written approval, from ACS Laboratory. The results of this report relate only to the material or product analyzed. Test results are confidential unless explicitly waived otherwise. ACS Laboratory is accredited to the ISO/IEC 17025:2017 Standard.

Client Information:

Beverage Equity
2730 summer st. ne
minneapolis, Minnesota 55413

Batch # bb062625ofm
Batch Date: 2024-07-03
Extracted From: hemp

Test Req State: Florida

Production Facility: sun dogs
Production Date: 2024-07-03

Order # BEV240711-010002
Order Date: 2024-07-11
Sample # AAFT417

Sampling Date: 2024-07-11
Lab Batch Date: 2024-07-11
Orig. Completion Date: 2024-07-15

Volume: 355 ml

Number of Units: 1
Net Weight per Unit: 363500.000 mg

Specimen Weight: 510.800 mg

Dilution Factor: 1.000

Analyte	Action Level (cfu/g)	Result (cfu/g)	Remark
Total Yeast/Mold	100000	<100	Passed

Specimen Weight: 1005.500 mg

Dilution Factor: 1.000

Analyte	Result (cfu/g)	Analyte	Result (cfu/g)
Aspergillus flavus	Absence in 1g	Aspergillus terreus	Absence in 1g
Aspergillus fumigatus	Absence in 1g	Salmonella	Absence in 1g
Aspergillus niger	Absence in 1g	STEC E. Coli	Absence in 1g

Passed

SOP13.019
(Micro Array)

Aixia Sun Lab Director/Principal Scientist
D.H.Sc., M.Sc., B.Sc., MT (AAB)

Definitions are found on page 1

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Certificate of Analysis

Compliance Test

Client Information:

Beverage Equity
2730 summer st. ne
minneapolis, Minnesota 55413

Batch # bb062625ofm
Batch Date: 2024-07-03
Extracted From: hemp

Test Reg State: Florida

Production Facility: sun dogs
Production Date: 2024-07-03

Order # BEV240711-010002
Order Date: 2024-07-11
Sample # Aaft417

Sampling Date: 2024-07-11
Lab Batch Date: 2024-07-11
Orig. Completion Date: 2024-07-15

Volume: 355 ml

Number of Units: 1
Net Weight per Unit: 363500.000 mg



Heavy Metals

Specimen Weight: 245.600 mg

Passed
SOP13.048 (ICP-MS)

Dilution Factor: 203

Analyte	LOD (ppb)	LOQ (ppb)	Action Level (ppb)	Result (ppb)	Analyte	LOD (ppb)	LOQ (ppb)	Action Level (ppb)	Result (ppb)
Arsenic (As)	4.83	100	1500	<LOQ	Lead (Pb)	11.76	100	500	<LOQ
Cadmium (Cd)	.64	100	500	<LOQ	Mercury (Hg)	.58	100	3000	<LOQ



Mycotoxins

Specimen Weight: 585.100 mg

Passed
SOP13.007 (LCMS)

Dilution Factor: 2.560

Analyte	LOD (ppb)	LOQ (ppb)	Action Level (ppb)	Result (ppb)	Analyte	LOD (ppb)	LOQ (ppb)	Action Level (ppb)	Result (ppb)
Aflatoxin B1	3.0400E-1	6	20	<LOQ	Aflatoxin G2	2.7100E-1	6	20	<LOQ
Aflatoxin B2	7.7000E-2	6	20	<LOQ	Ochratoxin A	7.5400E-1	3.8	20	<LOQ
Aflatoxin G1	3.0400E-1	6	20	<LOQ					



Residual Solvents - FL (CBD)

Specimen Weight: 309.100 mg

Passed
SOP13.039 (GCMS)

Dilution Factor: 843.400

Analyte	LOD (ppm)	LOQ (ppm)	Action Level (ppm)	Result (ppm)	Analyte	LOD (ppm)	LOQ (ppm)	Action Level (ppm)	Result (ppm)
1,1-Dichloroethene	0.0094	0.16	8	<LOQ	Heptane	0.0013	1.39	5000	<LOQ
1,2-Dichloroethane	0.0003	0.04	5	<LOQ	Hexane	0.068	1.17	290	<LOQ
Acetone	0.015	2.08	5000	<LOQ	Isopropyl alcohol	0.0048	1.39	500	<LOQ
Acetonitrile	0.06	1.17	410	<LOQ	Methanol	0.0005	0.69	3000	<LOQ
Benzene	0.0002	0.02	2	<LOQ	Methylene chloride	0.0029	2.43	600	<LOQ
Butanes	0.4167	2.5	2000	<LOQ	Pentane	0.037	2.08	5000	<LOQ
Chloroform	0.0001	0.04	60	<LOQ	Propane	0.031	5.83	2100	<LOQ
Ethanol	0.0021	2.78	NA	1631.205	Toluene	0.0009	2.92	890	<LOQ
Ethyl Acetate	0.0012	1.11	5000	<LOQ	Total Xylenes	0.0001	2.92	2170	<LOQ
Ethyl Ether	0.0049	1.39	5000	<LOQ	Trichloroethylene	0.0014	0.49	80	<LOQ
Ethylene Oxide	0.0038	0.1	5	<LOQ					

Aixa Sun Lab Director/Principal Scientist
D.H.Sc., M.Sc., B.Sc., MT (AAB)

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Certificate of Analysis

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Client Information:

Beverage Equity
2730 summer st. ne
minneapolis, Minnesota 55413

Batch # bb062625ofm
Batch Date: 2024-07-03
Extracted From: hemp

Test Reg State: Florida

Production Facility: sun dogs
Production Date: 2024-07-03

Order # BEV240711-010002
Order Date: 2024-07-11
Sample # AAF417

Sampling Date: 2024-07-11
Lab Batch Date: 2024-07-11
Orig. Completion Date: 2024-07-15

Volume: 355 ml

Number of Units: 1
Net Weight per Unit: 363500.000 mg



Pesticides

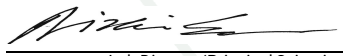
Specimen Weight: 585.100 mg

Passed

SOP13.007 (LCMS/GCMS)

Dilution Factor: 2.560

Analyte	LOD (ppb)	LOQ (ppb)	Action Level (ppb)	Result (ppb)	Analyte	LOD (ppb)	LOQ (ppb)	Action Level (ppb)	Result (ppb)
Abamectin	2.8800E-1	28.23	300	<LOQ	Fludioxonil	1.7400E+0	48	3000	<LOQ
Acephate	2.3000E-2	30	3000	<LOQ	Hexythiazox	4.9000E-2	30	2000	<LOQ
Acequinocyl	9.5640E+0	48	2000	<LOQ	Imazalil	2.4800E-1	30	100	<LOQ
Acetamiprid	5.2000E-2	30	3000	<LOQ	Imidacloprid	9.4000E-2	30	3000	<LOQ
Aldicarb	2.6000E-2	30	100	<LOQ	Kresoxim Methyl	4.2000E-2	30	1000	<LOQ
Azoxystrobin	8.1000E-2	10	3000	<LOQ	Malathion	8.2000E-2	30	2000	<LOQ
Bifenazate	1.4150E+0	30	3000	<LOQ	Metalaxyl	8.1000E-2	10	3000	<LOQ
Bifenthrin	4.3000E-2	30	500	<LOQ	Methiocarb	3.2000E-2	30	100	<LOQ
Boscalid	5.5000E-2	10	3000	<LOQ	Methomyl	2.2000E-2	30	100	<LOQ
Captan	6.1200E+0	30	3000	<LOQ	methyl-Parathion	1.7100E+0	10	100	<LOQ
Carbaryl	2.2000E-2	10	500	<LOQ	Mevinphos	2.1500E+0	10	100	<LOQ
Carbofuran	3.4000E-2	10	100	<LOQ	Myclobutanil	1.0290E+0	30	3000	<LOQ
Chlorantraniliprole	3.3000E-2	10	3000	<LOQ	Naled	9.5000E-2	30	500	<LOQ
Chlordane	1.0000E+1	10	100	<LOQ	Oxamyl	2.5000E-2	30	500	<LOQ
Chlorfenapyr	3.4000E-2	30	100	<LOQ	Paclobutrazol	6.5000E-2	30	100	<LOQ
Chlormequat Chloride	1.0800E-1	10	3000	<LOQ	Pentachloronitrobenzene	1.3200E+0	10	200	<LOQ
Chlorpyrifos	3.5000E-2	30	100	<LOQ	Permethrin	3.4300E-1	30	1000	<LOQ
Clofentezine	1.1900E-1	30	500	<LOQ	Phosmet	8.2000E-2	30	200	<LOQ
Coumaphos	3.7700E+0	48	100	<LOQ	Piperonylbutoxide	2.9000E-2	30	3000	<LOQ
Cyfluthrin	3.1100E+0	30	1000	<LOQ	Prallethrin	7.9800E-1	30	400	<LOQ
Cypermethrin	1.4490E+0	30	1000	<LOQ	Propiconazole	7.0000E-2	30	1000	<LOQ
Daminozide	8.8500E-1	30	100	<LOQ	Propoxur	4.6000E-2	30	100	<LOQ
Diazinon	4.4000E-2	30	200	<LOQ	Pyrethrins	2.3593E+1	30	1000	<LOQ
Dichlorvos	2.1820E+0	30	100	<LOQ	Pyridaben	3.2000E-2	30	3000	<LOQ
Dimethoate	2.1000E-2	30	100	<LOQ	Spinetoram	8.0000E-2	10	3000	<LOQ
Dimethomorph	5.8300E+0	48	3000	<LOQ	Spinosad	8.8000E-2	30	3000	<LOQ
Ethoprophos	3.6000E-1	30	100	<LOQ	Spiromesifen	2.6100E-1	30	3000	<LOQ
Etofenprox	1.1600E-1	30	100	<LOQ	Spirotetramat	8.9000E-2	30	3000	<LOQ
Etoxazole	9.5000E-2	30	1500	<LOQ	Spiroxamine	1.3100E-1	30	100	<LOQ
Fenhexamid	5.1000E-1	10	3000	<LOQ	Tebuconazole	6.7000E-2	30	1000	<LOQ
Fenoxycarb	1.0700E-1	30	100	<LOQ	Thiacloprid	6.4000E-2	30	100	<LOQ
Fenpyroximate	1.3800E-1	30	2000	<LOQ	Thiamethoxam	5.0000E-2	30	1000	<LOQ
Fipronil	1.0700E-1	30	100	<LOQ	Trifloxystrobin	3.7000E-2	30	3000	<LOQ
Flonicamid	5.1700E-1	30	2000	<LOQ					


Aixia Sun Lab Director/Principal Scientist
D.H.Sc., M.Sc., B.Sc., MT (AAB)

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Prepared By:
Linda Woulfe, Interim City Administrator
Presenter: Linda Woulfe, Interim City Administrator
Date: 08/01/2024

Board & Commission: City Council

Subject: Community Development Director Hiring Process

The City will need to make a decision as to how it wants to proceed with filling the Community Development Director position. The City Council has received a proposal from GMP to conduct this hiring process. Included in the packet is their proposal and timeline for completing this project. The proposal is for \$16,000 plus expenses.

Anticipated expenses are as follows:

Websites, job boards and other advertising (\$1,600 – 1,900 est.)

- Direct mail announcements (\$1,400 – 1,900 est.)
- Consultant travel: Mileage at IRS rate, travel time at \$65 per hour
- Background checks (approx. \$225 per candidate)
- Candidates' travel expenses would be reimbursed to the candidates by the City directly. Any additional work requested by the City beyond the scope of the proposal is billed at \$185 per hour.

This is an important position to be filled and ensuring the right candidate fills this position is critical. I believe the proposal from GMP is solid. I do want to state for the record that Nathan Sondrol is doing an amazing job at filling in this area, but he is stretched very thin because he is currently covering two full-time positions. It is important to understand what the City is looking for in a Community Development Director and the stakeholder meetings included in this proposal can be very helpful in identifying these traits. Nathan is interested in the Community Development Director position.

This is an unbudgeted expense. In my experience, when presenting unbudgeted expenses to Council, I would also provide a fiscal note showing where the funds would come from to pay for the item. I have not been able to identify sufficient budget savings within the 2024 budget

to pay for this contract. Therefore, after discussing this with Sharon Wright, Finance Director, my best recommendation at this time is to use funds from the general fund reserve cash balance. If future savings can be identified to accomplish this cost within the 2024 general fund budget, Sharon would bring forward a budget amendment for Council approval.

Voting Requirements:

Voting Options **Simple Majority**



August 15, 2024

Mr. Kevin Schieber
Mayor
City of North Branch
6408 Elm Street
North Branch, MN 55056

Dear Mayor Schieber,

Thank you for your confidence in GMP Consulting to help recruit the City's next Community Development Director. The following represents a revised scope of work for these services, the associated professional fee and expenses, and a recruitment schedule based on one internal candidate. This also includes a more comprehensive profile of the existing position, analysis of the job description, and a set of goals and work plan guiding this position's occupant into the future. Our consultant will facilitate a process during the council stakeholder meeting that ensures mutual understanding and consensus of roles and expectations of the position and its occupant going forward.

This revised schedule and process with a single internal candidate provides for the interview being done prior to the new City Administrator being on staff. As such, the new City Administrator will not be able to participate in this hiring. If you wish to have the new City Administrator participate/conduct the final interview, that process will have to be delayed until after November 1.

If the Council decides, after going through with this single internal candidate process, that it was not successful, we can always revert to the original plan of a full search process.

PROJECT WORK PLAN

Phase One – Information Gathering & Invitation to Apply Development

- Task 1 – Review and Finalize Search Process and Schedule
- Task 2 – Key Stakeholder Meetings and Staff Provided Information Request
- Task 3 – Candidate Profile Development
- Task 4 – Analysis of job description and salary range

Phase Two – Internal Candidate Review

- Task 1 – Application & Resume Review of Internal Candidate
- Task 2 – Conduct an Internet Publication Search on Internal Candidate
- Task 3 – Consultant Conducts Interview of Internal Candidate
- Task 4 – Complete Consultant Notes from Interview with Internal Candidate
- Task 5 – Position goals, strategies, and workplan developed

Phase Three – Candidate Presentation

- Task 1 – Conduct Professional References on Internal Candidate
- Task 2 – Work with City Staff to Develop Final Interview Questions
- Task 3 – Provide the City with Candidate's Application Materials
- Task 4 – Facilitate Internal Candidate Interview with City Council
- Task 5 – Assist in Facilitating Final Offer and Acceptance

PROFESSIONAL FEE & EXPENSES

The fee for conducting a Community Development Director analysis and candidate assessment is \$6,000. The professional fee covers consultant and staff time required to conduct the above-described process. Expenses are additional. Professional fees are billed in three equal installments. The city will be responsible for reimbursing the expenses incurred on the City's behalf which are billed monthly.

Expenses include:

- Consultant travel: Mileage at IRS rate, travel time at \$65 per hour
- Background checks (approx. \$225 per candidate)

Candidates' travel expenses would be reimbursed to the candidates by the City directly. Any additional work requested by the City beyond the scope of the proposal is billed at \$185 per hour. The City has the right to cancel the search at any time. The City's only responsibility would be the fees and expenses incurred prior to cancellation.

WARRANTY & GUARANTEE

Should the selected internal candidate leave your agency's employment within the first 12 months of appointment, we will conduct one additional recruitment, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses.

Accepted by:

CITY OF NORTH BRANCH

GMP CONSULTANTS

Kevin Schieber Date
Mayor

Greg Prothman Date
President

Ragini Varma Date
City Clerk

APPENDIX A:

RECRUITMENT SCHEDULE EXAMPLE

Approximate schedule; subject to change

Council approval of contract	<i>August 15</i>	
Stakeholder meeting & workplan development	<i>September 4*</i>	GMP: Meet with key stakeholders, mayor & council to create position profile
Profile development	<i>September 5-15</i>	GMP: Develops report from stakeholder meetings and workplan/goals for position
Preliminary interview	<i>Week of September 16</i>	GMP: Conduct preliminary interview of internal candidate
Worksession to review internal candidate	<i>Week of September 30</i>	GMP & North Branch: Meet to review report on internal candidate
Final interview	<i>Week of October 7</i>	City Council & Acting CA: Conduct final interview of single internal candidate

* SEPTEMBER 4 SCHEDULE PROVIDES FOR STAKEHOLDER MEETINGS FROM 9:30-5 FOR COMMUNITY DEVELOPMENT DIRECTOR POSITION; AND 6:30-8:30 FOR COUNCIL WORK SESSION TO REVIEW SEMI-FINALISTS FOR CITY ADMINISTRATOR POSITION.



COMMUNITY DEVELOPMENT DIRECTOR

CITY OF NORTH BRANCH, MINNESOTA



PUBLIC SECTOR EXECUTIVE RECRUITMENT



THE COMMUNITY

North Branch, Minnesota, is the largest city in Chisago County with a population of over 10,787 and an area of 36 square miles. It takes its name from the north branch of the Sunrise River, a tributary of the St. Croix River that flows through the city. Located at the junction of Interstate 35 and Minnesota State Highway 95, the city is 45 miles north of Minneapolis and St. Paul and 120 miles south of Duluth. With its proximity to the Twin Cities metropolitan area, North Branch is experiencing significant residential growth and attracting the interest of commercial developers.

North Branch became a township in 1861 and incorporated as a village in 1881. However, in 1901, North Branch split into a village covering the more densely populated downtown area and a township covering the rest of the former village. The township later incorporated as the village of Branch in 1961. The two cities officially merged in 1994.

North Branch takes pride in its small-town ambience and family-friendly community. With over 299 acres of parkland on 23 outdoor sites along with breathtaking river bluffs, the area has a natural beauty that is prime for outdoor recreational enjoyment. Residents and visitors can utilize the 9-hole North Branch Golf Course, a 21-hole disc golf course, Checkerboard County Park, and the Janet Johnson Wildlife Management Area. The city also has 30 miles of walkways and is home to the head of the Sunrise Prairie Trail that connects with the Hardwood Creek Trail in Washington County.

The city is served by the North Branch Area Public Schools District. The district offers early childhood programming, along with Sunrise River Elementary School, North Branch Area Middle School and North Branch Area High School. Other educational programs include School Age Care, Distance Learning, Area Learning Center, and more. Post-secondary training is available at the nearby Anoka Ramsey Community College, as well as Pine Technical and Community College and at universities and colleges in the Twin Cities metropolitan area, including the University of Minnesota.

Health care services are provided at a clinic operated by Fairview. Numerous clinics and ten hospitals are located within an easy drive of North Branch.

CITY GOVERNMENT

The city of North Branch is organized as a Plan A statutory city and operates with a weak mayor-council. The City Council has five members, including four Council members elected at large to four-year overlapping terms and the Mayor elected to a two-year term. City elections coincide with state general elections. The City Council is responsible for adopting ordinances and city policies, adopting an annual budget, setting the tax levy, and appointing the city administrator. The City Council annually appoints members to serve on standing committee and to serve as liaisons on a variety of community boards and commissions.

The city provides a full range of services to residents, including planning and zoning, public works, police, and fire services. The city also operates the municipal water and electric utilities under a contract with North Branch Municipal Power & Light and two off-sale liquor stores. The city has 44 FTEs (full-time equivalents); all employees belong to one of four collective bargaining units, except for the City Administrator. The city has an adopted 2022 all-funds budget of \$17 million.

Earlier this year, the city received an upgrade in its credit rating to AA by Standard & Poor's. This upgrade is in addition to an upgrade conferred by Moody's last year. These upgrades are the result of the city's strong financial policies, a positive outlook for continued growth due to the city's proximity to the metropolitan area, and its history of a strong growth in residential market value during the last five years.



THE POSITION

This professional opportunity is available due to a new job opportunity for former director Carla Vita. The Community Development Director is responsible for managing the daily administration of the city's land use, planning and economic development efforts. Coordinating the review and evaluation of proposed development plans and administering the city's planning and zoning policies and comprehensive plan are major areas of responsibility for this position. The Community Development Director also implements programs to promote the community's economic vitality, expand the local economy and serve as a catalyst for new commercial and industrial development. The position serves as the liaison to the Planning Commission and the Economic Development Authority and reports to the City Administrator.

Responsibilities of the Community Development Director include:

- Reviews and evaluates new concepts, developments and approaches and determines applicability to community development functions.
- Acts as the zoning administrator and planning director.
- Oversees the implementation of the comprehensive plan and other plans that will ensure that the goals and objectives of each are achieved.
- Recommends revisions to city land use regulations, plans, policies and procedures to adequately respond to the current development environment, and to effectively meet the city's needs and goals.
- Establishes and implements processes and procedures to thoroughly, consistently and timely review development proposals.
- Determines compatibility and consistency of development proposals with city development goals and plans.
- Ensures that ordinance requirements and other city policies are met prior to issuing permits, approving plats and approving site plans.
- Formulates and recommends long-term goals and plans for community development and economic development programs.
- Develops municipal marketing plans.
- Implements the city's business subsidy and house subsidy plans.
- Serves as liaison to the Chamber of Commerce, the Chisago County HRA EDA, and other community groups as directed by the City Administrator.
- Serves as the staff liaison to the City's Planning Commission and the Economic Development Authority and in that role, prepares reports and agendas, conducts research, provides advice, guidance and direction to these committees, provides training and professional development for these committees.
- Keeps the public informed of community development issues and concerns through communications and responses to questions from residents, businesses, developers and contractors on city policies, procedures, ordinances, and code compliance matters.
- Attends staff, community, committee and council meetings as necessary.
- Manages department budgets and assists in the preparation of the City's capital improvement plan, the strategic staffing plan, and annual City budget.

LEADERSHIP OPPORTUNITIES

Comprehensive planning. The City of North Branch updated its comprehensive plan in 2018 and recently completed updates to the zoning code to ensure its alignment to the plan. The Community Development Director will conduct studies and participate in the development of ordinances as needed to maintain the comprehensive plan.

Coordinating planning reviews. Development is strong in North Branch with 110 to 130 new housing starts in recent years. Seven plat reviews are just now getting underway. The Community Development Director will meet with developers and residents to answer questions about the city's code requirements and coordinate a thorough and timely review of plats and site plans.

Participating in the City's growth. The City of North Branch is positioned for continued growth. The Community Development Director will be involved in a variety of issues affecting the city's growth, including planned water and sewer extensions of water and collaborating with other staff members in evaluating requests for financial development assistance.

Industrial park property. The Community Development Director will assist in selling industrial park property by meeting with possible developers, participating in marketing events, partnering with the Chisago County HRA EDA and guiding the purchase process once a buyer is identified. The sale of this property will allow the City to recover costs, generate property tax revenues, and bring more jobs to the community.

East Central Regional Planning representation. The Community Development Director serves as liaison for the City of North Branch regarding planning issues that go before the East Central Regional Development Commission.



DESIRED CAPABILITIES

The Community Development Director will bring considerable experience working with municipal land use planning and regulations, engineering standards and procedures, and federal, state, county, and requirements that apply to community development, planning, zoning, and code enforcement. The new director will coordinate thorough, consistent, and timely reviews and interpretations of development proposals, site plans, and other similar documents.

The Community Development Director will build and maintain effective and respectful relationships with advisory groups, commissions, the City Council, and the public and be comfortable relating to people of all backgrounds. With exceptional collaboration skills, the new director will involve City officials, developers, property owners, and the public in a positive manner that seeks effective solutions to problems and concerns, using creativity and sound judgment to resolve differences and respond to anticipated and unanticipated challenges.

The Community Development Director will demonstrate excellent oral and written communication skills and will promote an understanding of the City's community development policies, procedures, and activities. The new director will be an active participant in the City's leadership team.



EDUCATION AND EXPERIENCE

The position requires bachelor's degree in urban studies/planning, public administration or a closely related field and five years of progressively responsible experience in municipal land use planning and administration. Additional graduate course work or a master's degree in urban planning, public administration and certification by the American Institute of Certified Planners is a plus.

COMPENSATION AND BENEFITS

The City of North Branch offers a competitive salary, excellent benefits, and participation in the Public Employees Retirement Association (PERA). The starting salary is \$110,595 in accordance with the applicable collective bargaining agreement for this position. After one year and the successful completion of probation, the 2023 salary increases to \$119,352. In 2024, the salary increases to a maximum rate of \$129,647.

APPLICATION AND SELECTION PROCESS

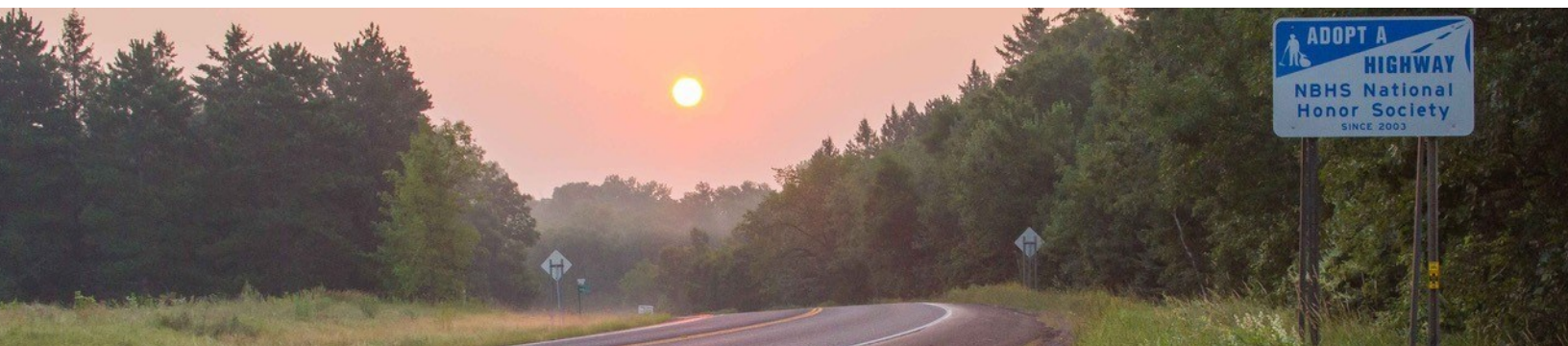
We invite qualified professionals to submit a cover letter and resume by visiting our website at:

<https://governmentjobs.com/careers/bakertilly>

This position is open until filled; however, first review of resumes occurs on **May 12, 2022**. Following this date, applications will be screened against criteria outlined in this brochure. For more information, please contact Sharon Klumpp at sharon.klumpp@bakertilly.com or 651-223-3053 or Patty Heminover at patty.heminover@bakertilly.com or 651-223-3058.

The City of North Branch is an Equal Opportunity Employer.

For more information about the city, please see their website at: <http://www.ci.north-branch.mn.us/>



225 South 6th Street, Suite 2300

Minneapolis, MN 55402

651-223-3000

bakertilly.com

COMMUNITY DEVELOPMENT DIRECTOR

The Community Development Director is responsible for managing the daily administration of the city's land use, planning and economic development efforts. The CDD is responsible for the coordination, review and evaluation of proposed development plans, the administration of the city's planning and zoning policies and the City's Comprehensive Plan, and responsible for developing and implementing programs to promote the community's economic vitality, expand the local economy and serve as a catalyst for new commercial and industrial development. Essential functions include:

- Reviews and evaluates new concepts, developments and approaches and determines applicability to community development functions.
- Acts as the zoning administrator and planning director.
- Recommends revisions to city land use regulations, plans, policies and procedures to adequately respond to the current development environment, and to effectively meet the needs and goals of the City.
- Establishes and implements processes and procedures to thoroughly, consistently and timely review development proposals.
- Implements the City's business subsidy and house subsidy plans.
- Determines compatibility and consistency of development proposals with City development goals and plans.
- Ensures that ordinance requirements and other city policies are met prior to issuing permits, approving plats and approving site plans.
- Develops municipal marketing plans.
- Formulates and recommends long-term goals and plans for community development and economic development programs.
- Oversees the implementation of the Comprehensive Plan and other plans that will ensure that the goals and objectives of each are achieved.
- Serves as liaison to the Chamber of Commerce, the Chisago County HRA EDA, and other community groups as directed by the City Administrator.
- Serves as the staff liaison to the City's Economic Development Authority and the Planning Commission, and in that role, prepares reports and agendas, conducts research, provides advice, guidance and direction to these committees, provides training and professional development for these committees.
- Develops and implement communication plans regarding community development concerns, including responding to questions from residents, businesses, developers and contractors regarding city policies, procedures, ordinances, code compliance and generally keeping the public informed of issues and updates as appropriate.
- Attends staff, community, committee and council meetings as necessary.
- Manages department budgets and assists in the preparation of the City's capital improvement plan, the strategic staffing plan, and annual City budget.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of the principles and practices of community and economic

development, planning and zoning.

- Considerable knowledge of municipal land use planning and regulations, engineering standards and procedures, and federal, state, county, and requirements as they apply to community development, planning, zoning, and code enforcement.
- Experience or demonstrated ability in review and interpretation of development proposals, site plans, and other similar documents.
- Thorough ability to communicate effectively, both orally and in writing, with elected officials, developers, contractors, residents, City staff, and the general public including making formal presentations.
- Thorough ability to develop and maintain positive and effective working relationships with employees, appointed officials, developers, contractors, and the general public.
- Working ability to prepare and administer an annual budget, evaluate fees and manage finances.
- Considerable ability to deal effectively with people of all backgrounds and to maintain positive and effective working relationships with advisory groups, commissions, the City Council, and the general public.
- Ability to read and understand building plans, site plans, plat maps, maps and surveys.
- Considerable ability to use creativity and sound judgment to resolve differences and respond to anticipated and unanticipated challenges.
- Working ability to involve the public and others in a positive and collaborative manner to seek effective solutions to problems and concerns.
- Ability to research, plan and assist in coordinating development activities.
- Knowledge of relevant computer software programs including Geographic Information Systems.
- Knowledge of economic development issues, grant writing, and tax increment financing.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Ability to write reports and business correspondence and prepare minutes from Planning Commission, EDA and other development related committees.
- Ability to effectively present verbal and written information and respond to questions from employees, City Council, Economic Development Authority, Planning Commission, developers and the general public.
- Ability to review plans, legal documents and contracts.
- Ability to research and draft ordinances and resolutions.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

MINIMUM QUALIFICATIONS

Bachelor's Degree in Urban Studies/Planning, Public Administration or closely related field and six years of professional experience (either public or private) including at least two years in an urban environment. Additional graduate course work or a Master's degree in urban planning,

public administration and certification by the American Institute of Certified Planners is preferred.



Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/08/2024

Board & Commission: City Council

Subject: EDA Commission Update

The EDA held a special session on August 7, 2024, and considered the approval of right of 1st refusal for a potential land sale in the Interstate Business Park.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/08/2024

Board & Commission: City Council

Subject: Planning Commission Update

The Planning Commission met on Tuesday, August 6, 2024, and the discussed the Keep of domestic fowl and honeybees and a potential variance/ordinance amendment to the city code [66-898](#) relating to accessory structures.

Keeping of Chickens

The commission had a lengthy discussion on the keeping of fowl and provided the following direction to city staff.

Generally, the commission was in support of allowing the keeping of domestic fowl and honeybees and modifying the existing language to address:

- **No minimum lot size with a maximum of 6 hens – no roosters**
- **20' coop setbacks from dwellings on adjacent properties**
- **Requiring a license**
- **Not counting the coop towards the total number of allowed accessory structures, unless larger than 200 square feet**
- **Allowing in all zoning districts with single family uses**

Accessory Structure Size Variance/Ordinance Inquiry

The Commission reviewed a potential variance request to allow for a 1,472 square foot accessory building on a property with less than one acre of buildable area. City Code Sec [66-898](#) currently allows for a total of two (2) accessory buildings on lots with a buildable area between 0.5 to 1 acre in size with the maximum size of one structure up to 1,200 sq ft and the second structure a maximum of 200 sq ft. The commission provided direction supporting a code amendment to allow for an

additional option to combine the square footage and allow for a total of one (1) accessory building up to 1,400 sq ft and to not allow additional accessory structures.

Voting Requirements:

Voting Options **Simple Majority**



Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/08/2024

Board & Commission: City Council

Subject: PTOS Commission Update

Below is an update from the August 5, 2024, Parks, Trails and Open Space Commission meeting:

Northwood Park Pickleball Courts

The pickleball courts are available and ready for use. Public Works is in the process of installing the concrete walkways and will be adding new benches, trash receptacles and landscaping this fall.

Veterans Memorial

The North Branch Veterans Memorial Committee is requesting the city to participate as a fiscal agent to allow for applying for grant funding for the memorial. A draft agreement will be brought forward for review and consideration.

Williams Park Community Gardens

Dave Smith, WPCG co-founder, presented a background, overview and update of activities at the gardens. Below is a link to the presentation.

Riverwalk Park Eagle Scout Project

Christopher Capaul requested approval of the installation of sidewalk connections, concrete bench pads and pollinator plantings near the dome structure in Riverwalk Park for his community eagle scout project. The Commission recommended approval of the project.

Sunrise Bluff 3rd Addition

The Commission reviewed the Sunrise Bluff 3rd Addition preliminary plat and recommended approval of the acceptance of the proposed Outlot B Sunrise Bluff 3rd and Outlot A Sunrise Bluff 2nd Addition

along with the construction of a 10' bituminous trail along 392nd Street from Everett Ave to Flink Ave as park dedication for the Sunrise Bluff 3rd development.

September Meeting Date

The September meeting date scheduled for September 2, 2024, will be moved to September 9, 2024, as September 2 is the Labor Day holiday.

Meadows North Park

The commission discussed holding a ribbon cutting event for the “opening” of Meadows North Park on Monday, September 9, 2024, at 5:45 pm with the ribbon cutting at 6pm.

PTOS Strategic Plan

The Commission discussed reviewing the city’s website and working on ways to provide additional information and community engagement. The commission will discuss this in more detail at upcoming meetings.

Voting Requirements:

Voting Options Simple Majority



Prepared By:
Linda Woulfe, Interim City Administrator
Presenter: Linda Woulfe, Interim City Administrator
Date: 08/12/2024

Board & Commission: City Council

Subject: Personnel Policy Update Section 28 Family and Medical Leave Act

Personnel Policy Update - Family and Medical Leave Act

I have been reviewing the City's personnel policies as part of my interim duties. The City's Family and Medical Leave policy needed an update to include a section on "Qualified Exigency and Military Caregiver Leave" for eligible employees whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty. This change resulted from an updated ruling by the Federal Department of Labor.

The attached policy was taken from the League of Minnesota Cities model FMLA policy and I recommend its adoption.

Voting Requirements:

Voting Options Simple Majority

City of North Branch Personnel Policy
Section 28 Family and Medical Leave Act

The following language replaces the City's current policy in its entirety:

28.01 ELIGIBILITY

To qualify to take FMLA leave under this policy, an employee must meet all the following conditions:

- Have worked for the City for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the City will not consider any service 7 years prior to the employee's most recent hire date unless the break was due to National Guard or Reserves military service.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee. Work hours do not include paid holiday or PTO hours taken.

28.02 TYPES OF LEAVE COVERED BY FMLA

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position;
- A covered military member's active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

28.03 DEFINITIONS

- **"Spouse"** does not include domestic partners or common-law spouses.
- **"Caring for"** a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties. An eligible **"child,"** with some exceptions, is under 18 years of age.
- An eligible **"parent"** includes a biological parent or a person who stood in the place of a parent (e.g. a person charged with parental rights, duties, and responsibilities over the employee when the employee was under the age of 18).
- **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves one of the following:
 - **Hospital Care:** Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

- **Pregnancy:** Any period of incapacity due to pregnancy, prenatal medical care or childbirth;
- **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
- **Chronic Conditions Requiring Treatments:** An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity;
- **Permanent/Long-Term Conditions Requiring Supervision**
- **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

28.04 LENGTH AND AMOUNT OF LEAVE

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period.

The leave year is calculated based on a the twelve (12) month period following the first date the FMLA leave is used.

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

28.05 HOW LEAVE MAY BE TAKEN

FMLA leave may be taken for 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

28.06 PROCEDURE FOR REQUESTING LEAVE AND NOTICE

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the City Administrator.

When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin.

If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.

If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

The City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

28.07 CERTIFICATION AND DOCUMENTATION REQUIREMENTS

For leave due to an employee's serious health condition or that of an employee's family member, the City will require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted by the employee to the City Administrator within fifteen (15) calendar days after leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

When leave is due to an employee's own serious health condition, a fitness for duty certification (FFD) will be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Recertification of leave may be required if the employee requests an extension of the original length approved by the City or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

28.08 SECOND AND THIRD MEDICAL OPINIONS

The City may require an employee obtain a second opinion from a provider which the City selects. If necessary to resolve a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. This third opinion will be considered final. An employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

28.09 ANNUAL MEDICAL CERTIFICATION AND RECERTIFICATION

Where the employee's need for leave due to the employee's own serious health condition lasts beyond a single leave year, the City will require employees to provide a new medical certification in each subsequent leave year. Such new medical certifications are subject to the provisions for authentication and clarification and second and third opinions.

28.10 FMLA AND OTHER TYPES OF LEAVE

Minnesota Parenting Leave and all forms of paid time off (sick leave, disability leave, workers' comp leave, vacation, PTO and compensatory time off) run concurrently with FMLA and those paid leaves cannot be utilized to extend FMLA or parental leave beyond twelve weeks.

28.11 REINSTATEMENT

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

An employee on FMLA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

28.12 GROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE

An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid. Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, Paid Time Off (PTO) or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

28.13 FAILURE TO RETURN TO WORK AFTER FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to COBRA continuation.

If the employee fails to pay the City a portion of the premiums for which he or she is responsible during the FMLA leave and the employee fails to return to work, coverage may end. Loss of coverage for failure to pay premiums is not a qualifying event for purposes of continuation coverage under COBRA.

If the employee does not return from the FMLA leave and coverage ended sometime during the FMLA leave due to lack of payment, there is no COBRA election available. For COBRA to apply, the employee must have been covered on the day before the qualifying event. In this situation, the qualifying event would occur at the time the employee did not return from the leave.

28.14 UNPAID MEDICAL LEAVE OF ABSENCE

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with human resources. When you anticipate your return to work, please notify human resources of your expected return date at least one week before the end of your leave.

Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA.

Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

28.15 FMLA – QUALIFIED EXIGENCY AND MILITARY CAREGIVER LEAVE

Qualified Exigency

Eligible employees (described above) whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave

An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

Definitions

- A **“son or daughter of a covered servicemember”** means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A **“parent of a covered servicemember”** means a covered servicemember’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- The **“next of kin of a covered servicemember”** is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- **“Covered active duty”** means:

- “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.
- **“Covered servicemember”** means:
 - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness”; or
 - A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- **“Serious injury or illness”** means:
 - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

Amount of Leave – Qualified Exigency

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

Amount of Leave – Military Caregiver

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

Certification of Qualifying Exigency For Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for Serious Injury or Illness Of Covered Servicemember for Military Family Leave

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

Upcoming Meetings Reminder

Date	Time	Purpose
August 20	3:30 pm	EDA Meeting
August 20	6:30 pm	Special Council Meeting
August 27	7:00 pm	Regular Council Meeting
Sept. 3	6:30 pm	Planning Commission
Sept. 4	6:30 pm	Special Council Meeting
Sept. 6	6:30 pm	Parks Commission
Sept. 10	7:00 pm	Regular Council Meeting
Sept. 17	6:30 pm	Special Council Meeting
Sept. 24	7:00 pm	Regular Council Meeting
Sept 26 & 27		Please hold dates for City Administrator interviews



Prepared By:
Nathan Sondrol, GIS Specialist/Parks Director
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/14/2024

Board & Commission: City Council

Subject: Resolution R-79-2024 Ride for the Joes 2024 Special Event & Street Closure

Background Info

The Muddy Cow is in the process of submitting a special event permit application to allow for a Motorcycle Ride supporting local law enforcement and military veterans. The special event would allow for the closure of Old Main Street from Oakview Ave to 12th Ave from 9am -10pm on August 17, 2024. The street is proposed to be closed to allow for safe access to and from the entrance of the building and the east parking lot is planned to be utilized for vendors.

The Muddy Cow is the only property that has driving access on this portion of Old Main St.

Requested Action

To recommend approval of the resolution for Muddy Cow's special event and street closure request pending all concerns or issues are addressed from city staff review of the special event permit application and street closure request.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-79-2024

A RESOLUTION APPROVING THE SPECIAL EVENT PERMIT FOR THE RIDE THE JOES SPECIAL EVENT PERMIT AND TEMPORARY OLD MAIN ST CLOSURE PARTY AND BY THE CITY COUNCIL OF NORTH BRANCH, MN.

WHEREAS, the City of North Branch requires a Special Event permit for any event open to the general public held upon on public or privately owned property and will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of the event; and

WHEREAS, the event(s) will take place on Saturday August 17, 2024 from approximately 10 am to 10 pm; and

WHEREAS, the portion of Old Main Street from Oakview Avenue to 12th Avenue would be closed during the event; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NORTH BRANCH, MINNESOTA: THAT IT HEREBY APPROVES A SPECIAL EVENT PERMIT FOR THE RIDE FOR THE JOES MOTORCYCLE RIDE AND OLD MAIN ST STREET CLOSURE IN NORTH BRANCH, MINNESOTA SUBJECT TO THE FOLLOWING CONDITIONS:

- THE APPLICANT IS RESPONSIBLE FOR OBTAINING SIGNATURES OF SUPPORT FROM ALL OF THE ADJACENT PROPERTY OWNERS.
- THERE ARE NO CONCERNS FOUND FROM CITY STAFF REVIEW OF THE PERMIT APPLICATION THAT ARE NOT ADDRESSED PRIOR TO THE EVENT.
- THE APPLICANT IS RESPONSIBLE SECURING ANY REQUIRED PERMITS FROM THE DEPARTMENT OF HEALTH.
- THE SPECIAL EVENT PERMIT, ONCE ISSUED, MAY BE REVOKED, FOLLOWING NOTICE AND HEARING, UPON A FINDING BY THE CITY COUNCIL THAT THE PROPERTY AND/OR USE IS NOT IN COMPLIANCE WITH THE CONDITIONS OF APPROVAL.

1.



CITY OF
NORTH BRANCH

SPECIAL EVENT PERMIT
APPLICATION

CONTACT INFORMATION

Group/Organization :	Muddy Cow		
Contact Person:	Tiffany Kafer		
Address:	5896 Old Main St. North Branch		
Phone:	763-221-9234	Email:	tkafer@muddycowbar.com

EVENT INFORMATION

Type of Event:	New or Renewal/Change in Application		
Event Name/Title:	Ride For The Joes 2024		
Description of Event:	Motorcycle Ride		
Proposed Location:	Muddy Cow	Estimated Attendance:	100-150
Event Date and Time	Date	Time	
Set Up	8/17	8am	
Actual Event	8/17	9:30am - 6pm	
Clean Up	8/17	6pm - 8pm	

EVENT FEATURES

Will any signs/banners be put up?	
If yes, number and size?	2 or 3 to mark parking
Will there be any inflatables?	No
If yes, provide insurance certificate from rental vendor. Note: No staking is allowed! Must use weights or other.	
Will there be any entertainment?	
If yes, what type?	Yes, band
Will sound amplification be used?	
If yes, hours and type:	
Will a stage or tent(s) be set up?	Yes, possible trailer stage for band
If yes, Include size and dimensions, Note: No staking is allowed! Must use weights or other.	Vendor tents
Will merchandise be sold?	Yes
If yes, a transient merchant license is required from the city. Please include how many vendors:	
Will food be preparer or served on site?	Yes - Served by restaurant
If yes, contact Minnesota Department of Health	
Will alcohol be served?	Yes - Served by restaurant
If yes, contact the Minnesota Department of Health.	
Will there be a fireworks display?	No
If yes, obtain permit from City Hall.	

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

Will event Use, Close or Block any of the following:
City Streets or Right-of-Way
City Sidewalks or Trails
Public Parking Lots or Spaces

yes, side street in front of Muddy Cow

Will event need barricades?
If yes, number needed.

No

Will event need water or electric?
If yes, please describe.

No

Will portable restrooms be needed?
If yes, how many.

No

Will extra trash receptacles be needed?
If yes how many?
Note: Receptacles placed on pavement must have 2" thick wood material placed underneath receptacle touch points.

No

Describe trash removal and cleanup during and after the event.

Standard at restaurant

Will event need traffic control?
If yes, contact North Branch Police Department, 651-674-8848

yes, done

Describe crowd control procedure to ensure the safety of participants and spectators:

Snow fencing surrounding parking lot to the East of the building in addition to current fencing.

Will "No Parking Signs" be needed?
If yes, how many?

No

Will event need security?
If yes, list security company and contact info:

No

Will event need EMS?
If yes, contact Lakes Region EMS, 651-277-4911

No

Describe plans to provide first aid if needed:

We have standard first aid products on site, also have access to phones for 911 use if needed.

Describe the Emergency Action Plan if severe weather should arrive:

If severe weather arises the motorcycle club will determine ride plans Muddy Cow has structure if

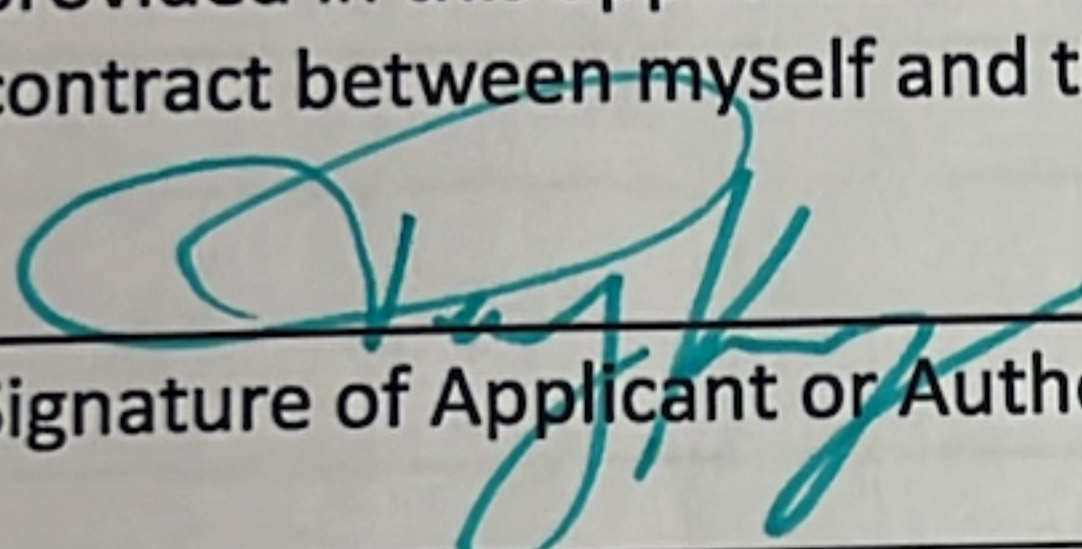
List any other pertinent information: (Animals, etc.)

ATTACHMENTS (please attach additional sheets as needed)

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

HOLD HARMLESS AGREEMENT

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


Signature of Applicant or Authorized Agent

8/14/24
Date

For Office Use Only

DEPARTMENT	APPROVAL SIGNATURE	DATE
City Administrator		
Public Works		
Police		
Parks		
Fire		

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



Oakview Ave

12th Ave

UPS Authorized
Shipping Outlet

Vendor
Area
Surround
ed
By
Snow
fence



Muddy Cow -
North Branch
Less busy than

Old Main St

Old Main St

Bike Parking

12th Ave



Prepared By:
Kevin Schieber, Mayor
Presenter: Kevin Schieber, Mayor
Date: 08/01/2024

Board & Commission: City Council

Subject: Consideration to support the annual Sno-Barons Hay Days event

Background: Every year the Sno-Barons snowmobile club hosts an event named "Hay Days", regularly held the weekend after Labor Day. This is a two day event located approximately 8 miles from North Branch, annually drawing 40-60K attendees. The Hay Days event lists North Branch as their location on their website, as well as at least one prominent billboard located on I-35 in Forest Lake. Both of the hotels in North Branch fill up, as well as many camping sites and other lodging options in the area. While the official event is only Saturday and Sunday, many of the attendees arrive 1-2 days ahead of the event, often heading into nearby areas for food and entertainment. In an effort to build stronger partnerships with our local businesses and event organizers, and to promote tourism within the North Branch community, It is my opinion that the city should take steps to help support the welcoming of the several thousand Hay Days event attendees. While there is likely more the city can do to partner with the Hay Days organizers, the North Branch Sno-drifters snowmobile club, local businesses, and the North Branch Area Chamber of Commerce for future years regarding this event, a good start would be to "Welcome" the event fans visiting the city of North Branch.

Action: I propose to authorize up to \$750.00 to order 6 foot by 8 foot outdoor-rated banners, to be placed along highway 95/main street, in which Hay Days attendees will be able to view them, coming into or out of the city. The banner locations can be decided by city staff for best, high traffic visibility. The Hay Days organizers will likely allow the city to print their event logo on the banners, but it is directed by the city council to key city staff, to work with the event organizers on appropriate imaging for the welcome banners.

Voting Requirements:

Voting Options **Simple Majority**



Prepared By:
Peter Schaps, Councilmember
Presenter: Peter Schaps, Councilmember
Date: 08/13/2024

Board & Commission: City Council

Subject: Resolution in Opposition to any Display of the Minnesota State Flag

Resolution in Opposition to any Display of the Minnesota State Flag

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-78-2024

RESOLUTION IN OPPOSITION TO ANY DISPLAY OF THE MINNESOTA STATE FLAG

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

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

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

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

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

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

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

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



Prepared By:

Kevin Schieber, Mayor

Robert Canada, Councilmember

Presenter: Kevin Schieber, Mayor, Robert Canada, Councilmember

Date: 08/14/2024

Board & Commission: City Council

Subject: Report on Closed Session Performance Evaluation for Linda Woulfe

The council was pleased with Woulfe's performance to date and agreed upon the following work priorities for Woulfe:

- Ensure completion of housing study
- Ensure completion of facilities study
- Assign a team to work on the Power Management database data migration project
- Continue work on 2025 budget and capital budget
- Continue work on labor negotiations

Voting Requirements:

Voting Options

Simple Majority