



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, OCTOBER 8, 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. Police Officer Awards & Recognition INFO
 - b. Proclamation on Creating Viking Way in Support of North Branch Schools ACTION
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. Approve Minutes ACTION
 - c. Ordinance 385-24 Amending the 2024 Municipal Fee Schedule ACTION

- d. Resolution 94-2024 Approving Conditional Use Permit for Two Principal Buildings at Flashing by Design ACTION
- e. Acceptance of Statutory Tort Liability Limits ACTION
- f. Ordinance 386-24 Amending the Size of Accessory Structures ACTION
- g. Development Agreement for Laborers Training Center Addition ACTION
- h. Ordinance 387-24 Amending Chapter 66 of the City Code Regarding Cannabis Business Definitions, Districts, and Parking Standards ACTION
- i. Resolution 95-2024 Extending Final Plat Approval for Wildridge 13th Addition ACTION
- j. Ordinance 388-24 Amending Section 66-6 to add the Keeping of Domestic Fowl and Honeybees as an Accessory Use ACTION
- k. Resolution R-96-2024 Approving the Release of the Letter of Credit for the Boka Haven Development ACTION
- l. Resolution R-97-2024 Reducing the Letter of Credit for Schoolside Village 4th Development ACTION
- m. Veterans Memorial Grant Fiscal Agent Agreement ACTION
- n. Resolution R-99-2024 Approving 2024 Overlay Pay Request #1 ACTION
- o. Approve 2024 Transient Merchant License - Chick-Fil-A Tri State Food Truck ACTION
- p. Resolution R-100-2024 Requesting an Advance From The Municipal State Aid Street Fund For Calendar Year 2024 For The City Of North Branch ACTION
- q. Approve a Resolution for Appointing Election Judges for the 2024 General Election ACTION

8. PUBLIC HEARINGS

9. STAFF REPORTS

- a. Matthew A. Hill Employment Agreement ACTION
- b. Approve Nathan Sondrol Community Development Director Offer Letter ACTION
- c. City of North Branch Organizational Chart and Job Descriptions ACTION
- d. Extension of Interim City Administrator Agreement ACTION
- e. Preliminary Plat for Preserve at Spring Hill 2nd and 3rd Addition ACTION
- f. Ordinance 389-24 Modifying Chapter 6 Regarding the Keeping of Domestic Fowl and Honeybees on Residential Properties ACTION
- g. Update and discussion Regarding Liquor Store Operations INFO
- h. Planning Commission Update INFO
- i. PTOS Commission Update INFO
- j. Monthly Attorney Legal Report INFO

10. MAYOR/CITY COUNCIL

11. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided to the City Council on each Agenda item in

advance from Staff and appointed Commissions; and decisions are based on this information and past experiences. In addition some items may also have been discussed preliminarily at Council Work Sessions. If you are aware of information that has not been discussed, please raise your hand to be recognized. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.



Prepared By: Ragini Varma, City Clerk / IT Director

Presenter: Ragini Varma, City Clerk / IT Director

Date: 09/27/2024

Board & Commission: City Council

Subject: Approve Agenda

The Council to approve the agenda as is or with modification by a motion and second before proceeding in the meeting.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 09/27/2024

Board & Commission: City Council

Subject: Police Officer Awards & Recognition

The Police Department has an Awards Policy that outlines specific standards used to measure and recognize outstanding achievement or conduct. The following awards are defined within the policy:

Medal of Valor: This award shall be presented to an employee who demonstrated bravery, heroism, and/or self-sacrifice by performing an act of gallantry and valor above and beyond the call of duty despite an immediate threat of great bodily harm or death to themselves or others. Employees who earn the Medal of Valor will be presented with a plaque and a uniform bar that may be worn on the uniform.

Life Saving Medal: This award is presented to employees who displayed performance in his/her duty to save the life of a person who would have likely died if not for the actions of the officer. Employees who earn the Life Saving Medal will be presented with a plaque and a uniform bar that may be worn on the uniform.

Distinguished Service Award: This award is presented to employees who demonstrated exceptional performance, thoroughness, determination, skill, or initiative to accomplish a particular assignment, duty, task, or project. Employees who earn the Distinguished Service Award will be presented with a certificate.

Letter of Commendation: This award, in the form of a letter, may be issued in recognition of some noteworthy accomplishment by an employee. A copy of the letter will be filed in the employee's personnel file.

Citizen Award of Valor: This award is presented to a private citizen who voluntarily comes to the aid of a police officer or citizen in a situation of criminal activity or other life threatening activity thereby putting their personal safety in jeopardy. Citizens who earn the Citizen Award of Valor will be presented with a plaque.

Citizen's Life Saving Award: This award is presented to a private citizen in appreciation for the prompt and unselfish act of rendering aid and assistance to a fellow citizen resulting in a saving of a life. Citizens who earn the Citizen's Life Saving Award will be presented with a plaque.

Outstanding Public Service Award: This award is presented to an individual citizen, community group, club, organization, or business who significantly assists or supports the efforts and the mission of the North Branch Police Department. Citizens or entities that receive the Outstanding Public Service Award will be presented with a certificate.

Two of our staff were nominated and will be receiving the Life Saving Medal.

Voting Requirements:

N/A - Info Only



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Kevin Schieber, Mayor

Date: 10/03/2024

Board & Commission: City Council

Subject: Proclamation on Creating Viking Way in Support of North Branch Schools

The City was approached at the September 24, 2024 with a request to designate a portion of Grand Avenue as Viking Way. The attached proclamation would accomplish that goal. Representatives from the School District will be at the meeting to help celebrate this designation.

Voting Requirements:

Voting Options Simple Majority



City of North Branch
Proclamation on Community Support
for North Branch Area Public Schools by Designating
Viking Way

Whereas the City of North Branch desires to support the North Branch Area Public School District's mission to inspire dreams, build integrity, and instill hope; and

Whereas the City of North Branch would like to build on the community's enthusiasm for the North Branch School's identity as the Vikings.

Now therefore be it resolved that the City of North Branch desires to create an additional street vanity name of "**Viking Way**" along Grand Avenue from Highway 95 south to 376th Street which is the community's primary road to the North Branch Area School District's campus with the following conditions:

1. The City will order the proper street signs to meet the MnDOT Standard Signs and Markings (MUTCD).
2. The City will install the signs to ensure proper pole location and intersection line of site.
3. The **Viking Way** street signs will have a red background with white lettering.
4. The School District, or its sponsor, will pay the cost of the signs and future replacements when needed.

Proclaimed this 8th day of October 2024 by the North Branch City Council.

ATTEST:

Kevin Schieber, Mayor



Prepared By: Ragini Varma, City Clerk / IT Director

Presenter: Ragini Varma, City Clerk / IT Director

Date: 09/27/2024

Board & Commission: City Council

Subject: Claims

Council to approve claims presented

Voting Requirements:

Voting Options Simple Majority

City of North Branch

ACH Checks

5574 to 5579 - \$73,594.39

Checks

90175 to 90239 - \$261,249.64

Credit Card Transactions

08/06/2024 to 09/06/2024 Transactions

Total paid to US Bank Paid 09/20/2024

\$58,845.54

Payroll

September 27, 2024 - \$107,529.28

Accounts Payable

Check Detail

User: TiffaniFolstad
Printed: 10/07/2024 - 11:37AM



Check Number	Check Date	Amount
1118 - Commissioner Of Revenue (W/H)		
5577	09/27/2024	
Inv 0927 STATE		7,548.66
5577 Total:		7,548.66
1118 - Commissioner Of Revenue (W/H) Total:		7,548.66
1372 - Minnesota State Retirement		
5575	09/27/2024	
Inv 0927 MSRS		1,100.00
5575 Total:		1,100.00
1372 - Minnesota State Retirement Total:		1,100.00
1431 - Nationwide Retirement Solution		
5576	09/27/2024	
Inv 0927 NAT		5.00
5576 Total:		5.00
1431 - Nationwide Retirement Solution Total:		5.00
1468 - PERA (Payroll W/H)		
5578	09/27/2024	
Inv 0927 PERA		31,444.69
5578 Total:		31,444.69
1468 - PERA (Payroll W/H) Total:		31,444.69
1475 - Pitney Bowes Bank Inc Purchase Power		
5579	09/27/2024	
Inv 0927 PB		2.25
5579 Total:		2.25
1475 - Pitney Bowes Bank Inc Purchase Power Total:		2.25
1585 - United States Treasury		

Check Number	Check Date	Amount
5574	09/27/2024	
Inv 0927 FED		33,493.79
5574 Total:		33,493.79
1585 - United States Treasury Total:		33,493.79
Total:		73,594.39

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 09/27/2024 - 1:43PM
Batch: 00004.09.2024 - 09272024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1646 0927 AMER	Ameritas PAYROLL DEDUCTIONS	90.00	09/27/2024	Check Sequence: 1 101-00000-21705	ACH Enabled: False
	Check Total:	90.00			
Vendor: 1084 20775	Carlos Creek Winery WINE -REISSUE CHECK	306.00	09/27/2024	Check Sequence: 2 609-49750-50253	ACH Enabled: False
	Check Total:	306.00			
Vendor: 2131 24-691 24-692 24-692	GMP Consultants Invoice 2. 4 Background checks. Travel. TRAVEL/MILEAGE TRAVEL/MILEAGE	6,142.36 101.18 101.18	09/27/2024 09/27/2024 09/27/2024	Check Sequence: 3 101-41310-50300 201-46500-50300 101-41910-50300	ACH Enabled: False
	Check Total:	6,344.72			
Vendor: 1229 548310 74019	Kevin Grote MEALS REISSUE CHECK GAS- REISSUE CHECK	37.00 68.86	09/27/2024 09/27/2024	Check Sequence: 4 101-42280-50210 101-42280-50212	ACH Enabled: False
	Check Total:	105.86			
Vendor: 1368 2024 MMBA 2024 MMBA	Minnesota Municipal Beverage Association 2024 MMBA REGIONAL MTG-11/6 ROSEVIL 2024 MMBA REGIONAL MTG-11/6 ROSEVIL	20.00 40.00	09/27/2024 09/27/2024	Check Sequence: 5 609-48000-50332 609-49750-50332	ACH Enabled: False
	Check Total:	60.00			
Vendor: 1391 HPD399	MN Dept Of Public Safety-DVS-Renewal REGISTRATION RENEWAL 10/31/24 TO 10/3	15.25	09/27/2024	Check Sequence: 6 101-42110-50236	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	15.25			
Vendor: 1719	Misti Munson			Check Sequence: 7	ACH Enabled: False
2020 ELECT	11/3/2020 ELECTION- REISSUE CHECK	175.00	09/27/2024	101-41410-50103	
	Check Total:	175.00			
Vendor: 1783	NB Construction			Check Sequence: 8	ACH Enabled: False
BP 7568	ESCROW REFUND 39147 HARDER PKWY	5,000.00	09/27/2024	101-00000-20240	
	Check Total:	5,000.00			
	Total for Check Run:	12,096.83			
	Total of Number of Checks:	8			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 10/04/2024 - 3:40PM
Batch: 00001.10.2024 - 10042024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1005	Ace Solid Waste			Check Sequence: 1	ACH Enabled: False
11069748T067	TRASH SERVICE	308.52	10/04/2024	101-43000-50387	
11069748T067	TRASH SERVICE	58.13	10/04/2024	615-49550-50387	
11069748T067	TRASH SERVICE	245.56	10/04/2024	602-49450-50387	
11069748T067	TRASH SERVICE	190.35	10/04/2024	101-41940-50387	
11069748T067	TRASH SERVICE	97.57	10/04/2024	615-49550-50387	
11069748T067	TRASH SERVICE	102.31	10/04/2024	101-45500-50387	
11069748T067	TRASH SERVICE	140.44	10/04/2024	609-49750-50387	
11069748T067	TRASH SERVICE	65.02	10/04/2024	101-42280-50387	
	Check Total:	1,207.90			
Vendor: 1010	Alex Air Apparatus 2 LLC			Check Sequence: 2	ACH Enabled: False
50775	2 GAS MONITORS	2,408.12	10/04/2024	101-42280-50201	
	Check Total:	2,408.12			
Vendor: 1662	Amazon Capital Services			Check Sequence: 3	ACH Enabled: False
1HXY-CGVF-JPTN	OFFICE SUPPLIES	128.36	10/04/2024	101-42110-50210	
	Check Total:	128.36			
Vendor: 1025	Anderson and Koch Ford			Check Sequence: 4	ACH Enabled: False
505345	INS CLAIM CA384029	1,111.25	10/04/2024	101-42110-50404	
	Check Total:	1,111.25			
Vendor: 1029	Artisan Beer Company			Check Sequence: 5	ACH Enabled: False
3713461	BEER	58.50	10/04/2024	609-49750-50252	
3713463	THC	69.20	10/04/2024	609-48000-50254	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	127.70			
Vendor: 1036	AT & T Mobility			Check Sequence: 6	ACH Enabled: False
287294264933X10	MOBILE INTERNET UNIT	38.23	10/04/2024	609-48000-50243	
287294264933X10	FD IPADS/DELL/CHIEF	261.49	10/04/2024	101-42280-50321	
287294264933X10	MOBILE INTERNET UNIT	38.23	10/04/2024	609-49750-50243	
287294264933X10	MOBILE SERVICES PD	1,898.84	10/04/2024	101-42110-50300	
287294264933X10	MOBILE INTERNET UNITS	123.69	10/04/2024	615-49550-50380	
	Check Total:	2,360.48			
Vendor: 1038	Automatic Systems Co.			Check Sequence: 7	ACH Enabled: False
42256	CHLORINE SET POINT ADJUSTMENT	507.75	10/04/2024	615-49550-50300	
42257	CHLORINE SET POINT ADJUSTMENT WP2	507.75	10/04/2024	615-49550-50300	
	Check Total:	1,015.50			
Vendor: 1049	Bellboy Corporation			Check Sequence: 8	ACH Enabled: False
0205076500	THC	119.95	10/04/2024	609-49750-50254	
0205076500	WINE	290.95	10/04/2024	609-49750-50253	
0205076500	LIQUOR	838.95	10/04/2024	609-49750-50251	
0205076700	LIQUOR	191.65	10/04/2024	609-48000-50251	
0205076700	WINE	329.30	10/04/2024	609-48000-50253	
0205124200	WINE CREDIT	-105.65	10/04/2024	609-49750-50253	
0205214600	LIQUOR CREDIT	-110.00	10/04/2024	609-49750-50251	
	Check Total:	1,555.15			
Vendor: 1052	Bernicks			Check Sequence: 9	ACH Enabled: False
10256525	THC	96.00	10/04/2024	609-48000-50254	
10265626	BEER	1,426.25	10/04/2024	609-48000-50252	
10268280	BEER	5,214.99	10/04/2024	609-49750-50252	
10268280	N/A SALES	57.40	10/04/2024	609-49750-50250	
10268281	N/A SALES	33.60	10/04/2024	609-49750-50250	
10268282	BEER CREDIT	-25.64	10/04/2024	609-49750-50252	
10268282	WINE	0.00	10/04/2024	609-48000-50253	
10268282	WINE	0.00	10/04/2024	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10270837	N/A SALES	147.70	10/04/2024	609-49750-50250	
10270837	BEER	3,798.55	10/04/2024	609-49750-50252	
10270838	N/A SALES	16.80	10/04/2024	609-49750-50250	
10270839	WINE	0.00	10/04/2024	609-48000-50253	
10270839	THC	0.00	10/04/2024	609-48000-50254	
10270839	WINE	0.00	10/04/2024	609-49750-50253	
10270839	BEER	0.00	10/04/2024	609-48000-50252	
10270839	BEER	-24.72	10/04/2024	609-49750-50252	
	Check Total:	10,740.93			
Vendor: 1066	Breakthru Beverage MN			Check Sequence: 10	ACH Enabled: False
117786170	BEER	142.50	10/04/2024	609-48000-50252	
117786308	WINE	364.95	10/04/2024	609-48000-50253	
117786309	LIQUOR	298.85	10/04/2024	609-48000-50251	
117786636	N/A SALES	182.76	10/04/2024	609-49750-50250	
117786637	LIQUOR	1,141.50	10/04/2024	609-49750-50251	
117898994	LIQUOR	2,072.81	10/04/2024	609-49750-50251	
412558433	N/A SALES	-27.70	10/04/2024	609-48000-50250	
412758548	LIQUOR CREDIT	-5.25	10/04/2024	609-49750-50251	
	Check Total:	4,170.42			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 11	ACH Enabled: False
3036796	LIQUOR CREDIT	-7.50	10/04/2024	609-49750-50251	
3036796	BEER	-13.38	10/04/2024	609-49750-50252	
3036797	THC	334.00	10/04/2024	609-49750-50254	
3036797	WINE	1,368.00	10/04/2024	609-49750-50253	
3036797	BEER	208.60	10/04/2024	609-49750-50252	
3036797	N/A	64.00	10/04/2024	609-49750-50250	
3036798	WINE	1,368.00	10/04/2024	609-48000-50253	
3036798	BEER	72.00	10/04/2024	609-48000-50252	
3036798	THC	445.00	10/04/2024	609-48000-50254	
	Check Total:	3,838.72			
Vendor: 1092	Central Pension Fund			Check Sequence: 12	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
FOR SEPT	IUOE PENSION FUND CONTRIBUTIONS	5,000.06	10/04/2024	101-00000-21705	
	Check Total:	5,000.06			
Vendor: 1114	Coffee Mill Inc			Check Sequence: 13	ACH Enabled: False
267324	COFFEE	219.00	10/04/2024	101-42110-50210	
	Check Total:	219.00			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 14	ACH Enabled: False
4010175	N/A SALES	118.00	10/04/2024	609-49750-50250	
	Check Total:	118.00			
Vendor: 1129	Dahlheimer Distributing			Check Sequence: 15	ACH Enabled: False
2286841	BEER	1,460.00	10/04/2024	609-49750-50252	
2288365	LIQUOR	270.00	10/04/2024	609-48000-50251	
2288365	BEER	2,675.50	10/04/2024	609-48000-50252	
2288481	THC	75.00	10/04/2024	609-49750-50254	
2288683	N/A SALES	202.75	10/04/2024	609-49750-50250	
2288684	BEER	11,176.70	10/04/2024	609-49750-50252	
2288684	LIQUOR	300.95	10/04/2024	609-49750-50251	
2294229	N/A SALES	305.20	10/04/2024	609-49750-50250	
2294230	BEER	5,340.68	10/04/2024	609-49750-50252	
2294252	THC	98.00	10/04/2024	609-49750-50254	
2294253	BEER CREDIT	-521.60	10/04/2024	609-49750-50252	
	Check Total:	21,383.18			
Vendor: 1143	Dr Pepper Snapple Group			Check Sequence: 16	ACH Enabled: False
4849200893	N/A SALES	203.30	10/04/2024	609-49750-50250	
	Check Total:	203.30			
Vendor: 1147	East Central Energy - Braham			Check Sequence: 17	ACH Enabled: False
90662	ANNUAL FEE LANDLORD/RENTAL PROP	10.74	10/04/2024	101-49990-50368	
	Check Total:	10.74			
Vendor: 1152	Ehlers			Check Sequence: 18	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
98704	1st Half 2024 PAYGO	142.50	10/04/2024	291-46500-50306	
99036	General Economic Development	575.00	10/04/2024	201-46500-50300	
	Check Total:	717.50			
Vendor: 1180	Ferguson US Holdings, Inc			Check Sequence: 19	ACH Enabled: False
523129-1	FINAL NEPTUNE INSTALL PAYMENT	14,000.00	10/04/2024	615-49550-50580	
52617	CREDIT FOR DUP PAYMENT	-1,045.40	10/04/2024	615-49550-50210	
535818	RESIDENTIAL METER GASKETS X250	57.00	10/04/2024	615-49550-50210	
536069	METER WIRE, COMM. GASKETS	879.10	10/04/2024	615-49550-50210	
	Check Total:	13,890.70			
Vendor: 1706	Flaherty & Hood, P.A.			Check Sequence: 20	ACH Enabled: False
FOR AUG 2024	LABOR NEGOTIATIONS	2,408.25	10/04/2024	101-41910-50304	
FOR AUG 2024	GENERAL ADMIN	472.50	10/04/2024	101-41910-50304	
	Check Total:	2,880.75			
Vendor: 1204	Gateway Sign Co.			Check Sequence: 21	ACH Enabled: False
289784	CUSTOM DETAIL	852.00	10/04/2024	101-42280-50237	
	Check Total:	852.00			
Vendor: 1216	Gopher State One-Call, Inc.			Check Sequence: 22	ACH Enabled: False
4090642	SEPTEMBER LOCATES 227 TICKETS	102.15	10/04/2024	612-49700-50300	
4090642	SEPTEMBER LOCATES 227 TICKETS	102.15	10/04/2024	602-49450-50300	
4090642	SEPTEMBER LOCATES 227 TICKETS	102.15	10/04/2024	615-49550-50300	
	Check Total:	306.45			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 23	ACH Enabled: False
6868185	CHEMICALS	3,845.84	10/04/2024	602-49450-50210	
	Check Total:	3,845.84			
Vendor: 1246	Hohensteins, Inc.			Check Sequence: 24	ACH Enabled: False
745859	BEER	184.00	10/04/2024	609-48000-50252	
754265	BEER	102.00	10/04/2024	609-49750-50252	
754266	BEER	102.00	10/04/2024	609-48000-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	388.00			
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 25	ACH Enabled: False
1846998	ORDINANCE 382-24	9.45	10/04/2024	101-41910-50351	
1846999	PLANNING COMMISSION	6.51	10/04/2024	101-41910-50351	
1847000	PUBLIC HEARING GS2	9.45	10/04/2024	101-41910-50351	
1847001	PUBLIC HEARING NEW LIFE	8.72	10/04/2024	101-41910-50351	
1847002	DOMESTIC FOWL	6.30	10/04/2024	101-41910-50351	
1847003	CANNABIS	6.30	10/04/2024	101-41910-50351	
	Check Total:	46.73			
Vendor: 1269	IUOE Local 49 Fringe Benefit			Check Sequence: 26	ACH Enabled: False
FOR NOV 2024	HEALTH FOR NOVEMBER	17,700.00	10/04/2024	101-00000-21706	
	Check Total:	17,700.00			
Vendor: 1279	Johnson Brothers Liquor Co.			Check Sequence: 27	ACH Enabled: False
106305	LIQUOR	-309.64	10/04/2024	609-49750-50251	
106305	BEER	0.00	10/04/2024	609-49750-50252	
108514	LIQUOR CREDIT	-50.58	10/04/2024	609-49750-50251	
2614194	LIQUOR	549.34	10/04/2024	609-49750-50251	
2623228	LIQUOR	271.94	10/04/2024	609-48000-50251	
2623237	LIQUOR	245.46	10/04/2024	609-48000-50251	
2628079	LIQUOR	1,057.05	10/04/2024	609-49750-50251	
2628080	LIQUOR	91.82	10/04/2024	609-49750-50251	
2628081	WINE	881.81	10/04/2024	609-49750-50253	
2628082	LIQUOR	1,160.34	10/04/2024	609-49750-50251	
2628083	WINE	1,180.40	10/04/2024	609-49750-50253	
2628084	N/A SALES	41.82	10/04/2024	609-49750-50250	
2628085	LIQUOR	471.60	10/04/2024	609-48000-50251	
2628086	LIQUOR	1,771.29	10/04/2024	609-48000-50251	
2628087	WINE	879.42	10/04/2024	609-48000-50253	
2628088	LIQUOR	563.24	10/04/2024	609-48000-50251	
2628089	WINE	488.39	10/04/2024	609-48000-50253	
2632975	LIQUOR	290.69	10/04/2024	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2632976	LIQUOR	1,143.54	10/04/2024	609-49750-50251	
2632978	WINE	451.64	10/04/2024	609-49750-50253	
2632979	LIQUOR	644.91	10/04/2024	609-49750-50251	
2632980	LIQUOR	2,451.22	10/04/2024	609-49750-50251	
2632981	WINE	73.82	10/04/2024	609-49750-50253	
3713462	BEER	58.50	10/04/2024	609-48000-50252	
6846608	LIQUOR	243.89	10/04/2024	609-48000-50251	
	Check Total:	14,651.91			
Vendor: 1878	Larkin Hoffman Attorneys			Check Sequence: 28	ACH Enabled: False
844328	2024 Legislative Representation	2,500.00	10/04/2024	101-41800-50300	
	Check Total:	2,500.00			
Vendor: 1302	Law Enforcement Labor Services			Check Sequence: 29	ACH Enabled: False
FOR OCT 2024	UNION DUES FOR OCTOBER 2024	846.00	10/04/2024	101-00000-21708	
	Check Total:	846.00			
Vendor: 1308	LegalShield			Check Sequence: 30	ACH Enabled: False
FOR OCT	FOR OCT 2024	15.95	10/04/2024	101-00000-21712	
	Check Total:	15.95			
Vendor: 1327	Macqueen Equipment Inc.			Check Sequence: 31	ACH Enabled: False
P36334	10 BADGES	401.50	10/04/2024	101-42280-50237	
	Check Total:	401.50			
Vendor: 1333	Consulting Psychologists, Inc. Martin-Mcallister			Check Sequence: 32	ACH Enabled: False
16427	PUBLIC SAFETY ASSESSMENT	625.00	10/04/2024	101-42110-50314	
	Check Total:	625.00			
Vendor: 1643	McDonald Distributing			Check Sequence: 33	ACH Enabled: False
5760557	BEER CREDIT	-28.75	10/04/2024	609-49750-50252	
768349	N/A SALES	173.85	10/04/2024	609-48000-50250	
768349	BEER	2,999.75	10/04/2024	609-48000-50252	
768349	LIQUOR	198.40	10/04/2024	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
768398	LIQUOR	92.60	10/04/2024	609-49750-50251	
768399	BEER	8,281.55	10/04/2024	609-49750-50252	
768399	N/A SALES	173.35	10/04/2024	609-49750-50250	
768399	THC	105.95	10/04/2024	609-49750-50254	
768399	WINE	187.99	10/04/2024	609-49750-50253	
768573	BEER	424.00	10/04/2024	609-48000-50252	
769607	LIQUOR	224.80	10/04/2024	609-49750-50251	
769608	N/A SALES	28.80	10/04/2024	609-49750-50250	
769608	BEER	9,544.25	10/04/2024	609-49750-50252	
769712	BEER CREDIT	-360.00	10/04/2024	609-49750-50252	
	Check Total:	22,046.54			
Vendor: 1644	Mega Beer			Check Sequence: 34	ACH Enabled: False
15825	THC	170.30	10/04/2024	609-48000-50254	
15825	BEER	319.50	10/04/2024	609-48000-50252	
	Check Total:	489.80			
Vendor: 1348	Metro Sales Inc.			Check Sequence: 35	ACH Enabled: False
2615663	5 YEAR COPIER LEASE	20.00	10/04/2024	609-49750-50219	
2615663	5 YEAR COPIER LEASE	20.00	10/04/2024	101-43000-50219	
2615663	5 YEAR COPIER LEASE	79.00	10/04/2024	101-41940-50219	
2615663	5 YEAR COPIER LEASE	40.00	10/04/2024	615-49550-50219	
2615663	5 YEAR COPIER LEASE	20.00	10/04/2024	602-49450-50219	
2615663	5 YEAR COPIER LEASE	40.00	10/04/2024	101-42110-50219	
2615663	5 YEAR COPIER LEASE	20.00	10/04/2024	101-42280-50219	
2615663	5 YEAR COPIER LEASE	20.00	10/04/2024	609-48000-50219	
2616857	5 YEAR COPIER LEASE	28.50	10/04/2024	101-42280-50219	
2616857	5 YEAR COPIER LEASE	222.00	10/04/2024	101-43000-50219	
2616857	5 YEAR COPIER LEASE	28.50	10/04/2024	609-48000-50219	
2616857	5 YEAR COPIER LEASE	28.50	10/04/2024	609-49750-50219	
2616857	5 YEAR COPIER LEASE	250.50	10/04/2024	101-42110-50219	
2616857	5 YEAR COPIER LEASE	57.00	10/04/2024	615-49550-50219	
2616857	5 YEAR COPIER LEASE	1,287.65	10/04/2024	101-41940-50219	
2616857	5 YEAR COPIER LEASE	28.50	10/04/2024	602-49450-50219	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,190.15			
Vendor: 1942 14493	Milk and Honey, LLC BEER	454.00	10/04/2024	Check Sequence: 36 609-48000-50252	ACH Enabled: False
	Check Total:	454.00			
Vendor: 1364 1090554	Minnesota Elevator, Inc. SEPTEMBER MONTHLY SERVICE	135.00	10/04/2024	Check Sequence: 37 101-41940-50300	ACH Enabled: False
	Check Total:	135.00			
Vendor: 1368 MMBA DUES MMBA DUES	Minnesota Municipal Beverage Association DUES AND SUBSCRIPTIONS DUES AND SUBSCRIPTIONS	810.00 1,890.00	10/04/2024 10/04/2024	Check Sequence: 38 609-48000-50433 609-49750-50433	ACH Enabled: False
	Check Total:	2,700.00			
Vendor: 1385 Q3 2024	MN Dept Of Health-E Q3 SERVICE CONNECTION FEE	6,075.00	10/04/2024	Check Sequence: 39 615-49550-50236	ACH Enabled: False
	Check Total:	6,075.00			
Vendor: 1404 FOR OCT 2027	MN Teamsters #320 UNION DUES FOR OCT 2024	1,697.00	10/04/2024	Check Sequence: 40 101-00000-21708	ACH Enabled: False
	Check Total:	1,697.00			
Vendor: 1411 SB39-005 SB39-006	Moose Lake Brewing Co. LLC BEER BEER	84.00 81.00	10/04/2024 10/04/2024	Check Sequence: 41 609-48000-50252 609-49750-50252	ACH Enabled: False
	Check Total:	165.00			
Vendor: 1429 94743 95532 95533 95548 95661	Napa Auto Parts COUPLING X3 COUPLING TIRE WET HOSE CLAMP DETAILER	27.03 10.18 19.78 6.08 45.87	10/04/2024 10/04/2024 10/04/2024 10/04/2024 10/04/2024	Check Sequence: 42 101-42280-50404 101-42280-50404 101-42280-50404 101-42280-50404 101-42280-50404	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		108.94			
Vendor: 1465	Paustis Wine Company			Check Sequence: 43	ACH Enabled: False
247311	WINE	1,245.00	10/04/2024	609-49750-50253	
Check Total:		1,245.00			
Vendor: 1474	Phillips Wine & Spirits, Inc.			Check Sequence: 44	ACH Enabled: False
6850493	WINE	158.36	10/04/2024	609-49750-50253	
6850493	LIQUOR	174.64	10/04/2024	609-49750-50251	
6850494	LIQUOR	127.82	10/04/2024	609-48000-50251	
6850495	WINE	139.64	10/04/2024	609-48000-50253	
6854357	LIQUOR	2,208.94	10/04/2024	609-49750-50251	
6854358	WINE	660.01	10/04/2024	609-49750-50253	
6854359	N/A SALES	9.10	10/04/2024	609-49750-50250	
Check Total:		3,478.51			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 45	ACH Enabled: False
14789	WEEKLY TESTING	158.20	10/04/2024	602-49450-50315	
14897	WEEKLY TESTING	158.20	10/04/2024	602-49450-50315	
66679	WEEKLY TESTING	158.20	10/04/2024	602-49450-50315	
Check Total:		474.60			
Vendor: 1984	Nicholas Solberg			Check Sequence: 46	ACH Enabled: False
2024 MN GFOA	GFOA HOTEL	311.25	10/04/2024	101-41500-50331	
2024 MN GFOA	MILEAGE TO GFOA 134.3	89.98	10/04/2024	101-41500-50331	
2024 MN GFOA	MILEAGE FM GFOA 134.3	89.98	10/04/2024	101-41500-50331	
Check Total:		491.21			
Vendor: 1534	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 47	ACH Enabled: False
2530509	LIQUOR	734.67	10/04/2024	609-48000-50251	
2530509	WINE	403.37	10/04/2024	609-48000-50253	
2531034	LIQUOR	0.77	10/04/2024	609-49750-50251	
2531035	LIQUOR	1,414.38	10/04/2024	609-49750-50251	
2531036	WINE	708.18	10/04/2024	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2533943	LIQUOR	2,834.26	10/04/2024	609-49750-50251	
2533944	WINE	213.52	10/04/2024	609-49750-50253	
	Check Total:	6,309.15			
Vendor: 1538	St. Francis Marching Band			Check Sequence: 48	ACH Enabled: False
2021 MIDSUMM	REISSUE CHECK 83053	750.00	10/04/2024	851-49815-50430	
	Check Total:	750.00			
Vendor: 1542	Staples			Check Sequence: 49	ACH Enabled: False
6011946862	OPERATIONS SUPPLIES	90.13	10/04/2024	609-49750-50210	
6011946862	OPERATIONS SUPPLIES	16.74	10/04/2024	609-48000-50210	
	Check Total:	106.87			
Vendor: 1550	Streichers			Check Sequence: 50	ACH Enabled: False
1719564	UNIFORM ITEMS - TL	23.98	10/04/2024	101-42110-50237	
1719565	UNIFORM ITEMS - RS	23.98	10/04/2024	101-42110-50237	
1719566	UNIFORM ITEMS - DJ	11.99	10/04/2024	101-42110-50237	
1719567	UNIFORM ITEMS - DM	11.99	10/04/2024	101-42110-50237	
	Check Total:	71.94			
Vendor: 1569	The Wine Company			Check Sequence: 51	ACH Enabled: False
279321	WINE	972.00	10/04/2024	609-49750-50253	
	Check Total:	972.00			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 52	ACH Enabled: False
3524652	N/A SALES	248.25	10/04/2024	609-49750-50250	
	Check Total:	248.25			
Vendor: 1601	Vinocopia, Inc.			Check Sequence: 53	ACH Enabled: False
0357997-IN	LIQUOR	1,547.53	10/04/2024	609-49750-50251	
0357997-IN	WINE	1,422.45	10/04/2024	609-49750-50253	
0357997-IN	THC	314.42	10/04/2024	609-49750-50254	
0357998-IN	WINE	121.25	09/11/2024	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		3,405.65			
Vendor: 1611	Watson Company			Check Sequence: 54	ACH Enabled: False
144960	N/A SALES CREDIT	-5.30	10/04/2024	609-49750-50250	
145164	OPERATIONS SUPPLIES	210.60	10/04/2024	609-49750-50210	
145164	N/A SALES	921.14	10/04/2024	609-49750-50250	
Check Total:		1,126.44			
Vendor: 1621	Windstream			Check Sequence: 55	ACH Enabled: False
11734875-OCT	FAX SERVICE 9/25 TO 10/24	45.31	10/04/2024	101-42280-50321	
11734875-OCT	FAX SERVICE 9/25 TO 10/24	45.50	10/04/2024	101-42110-50321	
11734875-OCT	FAX SERVICE 9/25 TO 10/24	45.31	10/04/2024	609-49750-50321	
11734875-OCT	FAX SERVICE 9/25 TO 10/24	90.65	10/04/2024	101-41940-50321	
11734875-OCT	FAX SERVICE 9/25 TO 10/24	45.31	10/04/2024	602-49450-50321	
11734979-OCT	FAX SERVICE 9/25 TO 10/24	45.06	10/04/2024	602-49450-50321	
Check Total:		317.14			
Vendor: 1622	Wine Merchants			Check Sequence: 56	ACH Enabled: False
7490149	WINE	782.56	10/04/2024	609-49750-50253	
Check Total:		782.56			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 57	ACH Enabled: False
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	150.00	10/04/2024	101-00000-21172	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	3,562.50	10/04/2024	201-46500-50303	
AUG 2024	R-026345-000-2 LIUNA PLAN REVIEW	1,376.00	10/04/2024	101-00000-21173	
AUG 2024	R-025673-000-4 LEAD SERV LINE INVEN	216.00	10/04/2024	615-49550-50530	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	150.00	10/04/2024	101-00000-21165	
AUG 2024	R-025057-000-5 2024 LOCAL OVERLAY	6,000.00	10/04/2024	401-43100-50303	
AUG 2024	R-017678-000-26 LUCHTS CROSSING	140.00	10/04/2024	101-00000-21101	
AUG 2024	R-019771-000-20 MS4 SERVICES	1,104.00	10/04/2024	612-49700-50303	
AUG 2024	R-020015-000-19 MEADOWS N 4TH ADD	724.50	10/04/2024	101-00000-21142	
AUG 2024	R-023681-000-8 RETAINER, FLETCHER, DRC	3,641.50	10/04/2024	101-41700-50303	
AUG 2024	R-023138-000-12 PLAN REV	601.00	10/04/2024	101-00000-21154	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	187.50	10/04/2024	101-00000-21164	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
AUG 2024	R-022305-000-17 TOWER #1 REHAB	34,379.50	10/04/2024	615-49550-50530	
AUG 2024	R-024887-000-3 PLAN REVIEW	760.00	10/04/2024	101-00000-21163	
AUG 2024	R-024317-000-7 PLAN REVIEW	4,619.50	10/04/2024	101-00000-21165	
AUG 2024	R-022237-000-14 PLAN REVIEW/CONST OBS	317.00	10/04/2024	101-00000-21146	
AUG 2024	R-025057-000-5 2024 LOCAL OVERLAY	2,439.75	10/04/2024	101-43000-50482	
AUG 2024	R-020200-000-11 CONST OBS	619.50	10/04/2024	101-00000-21144	
AUG 2024	R-019036-000-11 CONST OBS	354.00	10/04/2024	101-00000-21138	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	300.00	10/04/2024	101-00000-21167	
AUG 2024	R-024886-000-5 CORR/PLAN REV	490.00	10/04/2024	101-00000-21164	
AUG 2024	R-021286-000-18 FOR RUN DVLPMT	10,805.75	10/04/2024	101-00000-21140	
AUG 2024	R-025975-000-3 PLAN REVIEW	1,395.50	10/04/2024	101-00000-21167	
AUG 2024	R-025883-000-3 PLAN REVIEW	175.00	10/04/2024	101-00000-21172	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	262.50	10/04/2024	101-00000-21174	
AUG 2024	R-022542-000-17 2023 WATERMAIN	8,079.25	10/04/2024	615-49550-50530	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	150.00	10/04/2024	101-00000-21132	
AUG 2024	R-019486-000-19 GRAND PT CONST OBS	2,566.50	10/04/2024	101-00000-21130	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	3,562.50	10/04/2024	101-41910-50303	
AUG 2024	R-026028-000-2 2024 PLANNING SERVICES	1,012.50	10/04/2024	101-00000-21173	
Check Total:		90,141.75			
Total for Check Run:		261,249.64			
Total of Number of Checks:		57			

Fund	Dept #	Account	Amount	Vendor	Employee	Date
101	41500	50332	325.00	FSP*MN GOVT FINANCE OFFIC	SHARON WRIGHT	20240827
101	41500	50433	190.00	GOVERNMENT FINANCE OFFIC	SHARON WRIGHT	20240829
101	41500	50433	150.00	GOVERNMENT FINANCE OFFIC	SHARON WRIGHT	20240829
101	41500	50332	895.00	SPRINGBROOK SOFTWARE	SHARON WRIGHT	20240830
101	42110	50404	(400.00)	ANDERSON AND KOCH FORD IN	RICHARD FAIRBANKS	20240815
101	42110	50404	138.00	ANDERSON AND KOCH FORD IN	RICHARD FAIRBANKS	20240816
101	43000	50404	80.83	MAIN STREET HARDWARE	RICHARD FAIRBANKS	20240816
101	43000	50404	45.58	MAIN STREET HARDWARE	RICHARD FAIRBANKS	20240816
101	42110	50404	669.88	ANDERSON AND KOCH FORD IN	RICHARD FAIRBANKS	20240819
101	45000	50210	159.98	MAIN STREET HARDWARE	RICHARD FAIRBANKS	20240823
101	43000	50210	276.00	GATEWAY SIGN	RICHARD FAIRBANKS	20240823
101	42110	50210	120.00	GATEWAY SIGN	RICHARD FAIRBANKS	20240823
101	43000	50210	0.99	APPLE.COM/BILL	RICHARD FAIRBANKS	20240826
101	42500	50404	15.98	MAIN STREET HARDWARE	BRADY STERBENTZ	20240820
101	45000	50404	1,148.17	OLSON POWER & EQUIPMENT	BRADY STERBENTZ	20240821
101	42280	50210	398.00	ACME TOOLS PLYMOUTH	PATRICK HEINEN	20240808
101	42280	50210	258.17	AMAZON MKTPL*RU1D45NI1	PATRICK HEINEN	20240816
101	42280	50210	32.16	AMAZON MARK* RU4XU88K1	PATRICK HEINEN	20240819
101	42280	50210	271.07	AMAZON RETA* RU42W28U1	PATRICK HEINEN	20240819
101	42280	50210	115.61	AMAZON RETA* RU7PM5BL0	PATRICK HEINEN	20240820
101	42280	50240	77.22	AMAZON MARK* R48B88H22	PATRICK HEINEN	20240822
101	42280	50240	9.44	AMAZON.COM*R41686OCO	PATRICK HEINEN	20240822
101	42280	50240	63.34	AMAZON MARK* R41XF5F70	PATRICK HEINEN	20240823
101	42280	50210	12.10	AMAZON RETA* R44875S12	PATRICK HEINEN	20240823
101	42280	50210	71.98	AMAZON MARK* RK71F9LL1	PATRICK HEINEN	20240829
101	42280	50237	2,147.75	AMAZON MKTPL*RK01P8IB1	PATRICK HEINEN	20240903
101	41410	50210	90.10	DOMINO'S 7338	RAGINI VARMA	20240815
101	41410	50210	143.83	CHINA TASTE NBMN	RAGINI VARMA	20240815
101	41410	50210	111.01	KWIK TRIP #930	RAGINI VARMA	20240815
101	41940	50207	756.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240902
101	42280	50207	206.71	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240902
101	41400	50300	40.17	WEB*NETWORKSOLUTIONS	RAGINI VARMA	20240906
101	41940	50210	86.56	ENVELOPES.COM	ACCOUNTS PAYABLE	20240807
101	41940	50380	839.60	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	42110	50380	87.38	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	42280	50380	477.14	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	42500	50380	420.85	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	42800	50233	653.41	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	42800	50262	4,670.67	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	43000	50380	455.69	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	45000	50380	643.47	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	45500	50380	2,412.07	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
101	45500	50380	38.50	NORTH BRANCH WATER & LIG	ACCOUNTS PAYABLE	20240826

101	41940	50321	926.54	ZULTY S INC	ACCOUNTS PAYABLE	20240906
101	41500	50331	254.08	VDARA-CONDOHOTELADVDEP	ACCOUNTS PAYABLE	20240906
101	43000	50404	4,881.36	C-AIRE INC	SHAWN WILLIAMS	20240807
101	42110	50404	1,237.17	ANDERSON AND KOCH FORD IN	SHAWN WILLIAMS	20240807
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240807
101	41940	50300	42.96	CINTAS CORP	SHAWN WILLIAMS	20240807
101	43000	50237	123.22	CINTAS CORP	SHAWN WILLIAMS	20240807
101	45000	50210	240.80	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240808
101	42110	50404	327.88	ANDERSON AND KOCH FORD IN	SHAWN WILLIAMS	20240808
101	45000	50210	161.32	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240809
101	43000	50210	202.83	FASTENAL COMPANY 01MNTC3	SHAWN WILLIAMS	20240809
101	43000	50210	14.99	AMAZON PRIME*RM1BH3SIO	SHAWN WILLIAMS	20240813
101	43000	50210	51.45	AMZN MKTP US*RM32172N1	SHAWN WILLIAMS	20240814
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240814
101	43000	50237	90.74	CINTAS CORP	SHAWN WILLIAMS	20240814
101	43000	50404	300.59	O'REILLY 1540	SHAWN WILLIAMS	20240816
101	42280	50210	87.96	AMAZON MKTPL*RU4ED5ZG1	SHAWN WILLIAMS	20240816
101	42280	50210	53.36	MENARDS FOREST LAKE MN	SHAWN WILLIAMS	20240819
101	42110	50404	400.00	ANDERSON AND KOCH FORD IN	SHAWN WILLIAMS	20240819
101	42110	50404	97.18	NAPA AUTO 0023892	SHAWN WILLIAMS	20240819
101	45000	50210	21.99	PETERSON'S NORTH BRANCH	SHAWN WILLIAMS	20240819
101	45500	50300	25.96	CINTAS CORP	SHAWN WILLIAMS	20240821
101	42280	50300	9.49	CINTAS CORP	SHAWN WILLIAMS	20240821
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240821
101	43000	50237	149.23	CINTAS CORP	SHAWN WILLIAMS	20240821
101	43000	50210	144.40	CULLIGAN PINE CITY	SHAWN WILLIAMS	20240821
101	42280	50404	43.75	NAPA AUTO 0023892	SHAWN WILLIAMS	20240822
101	45000	50210	8.59	MAIN STREET HARDWARE	SHAWN WILLIAMS	20240823
101	45000	50210	44.97	PETERSON'S NORTH BRANCH	SHAWN WILLIAMS	20240823
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240828
101	43000	50237	83.97	CINTAS CORP	SHAWN WILLIAMS	20240828
101	45000	50415	2,050.00	LAKESHORE RECYCLING SYST	SHAWN WILLIAMS	20240829
101	45000	50210	1.99	NAPA AUTO 0023892	SHAWN WILLIAMS	20240902
101	43000	50210	154.62	AMAZON.COM*RK4K84PN1	SHAWN WILLIAMS	20240902
101	43000	50321	40.59	VERIZON*CONNECT	SHAWN WILLIAMS	20240902
101	45000	50210	7.98	MAIN STREET HARDWARE	SHAWN WILLIAMS	20240904
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240904
101	41940	50300	42.96	CINTAS CORP	SHAWN WILLIAMS	20240904
101	43000	50237	110.44	CINTAS CORP	SHAWN WILLIAMS	20240904
101	42280	50404	3.58	NAPA AUTO 0023892	SHAWN WILLIAMS	20240905
101	42280	50404	53.99	NAPA AUTO 0023892	SHAWN WILLIAMS	20240906
101	42280	50404	10.78	NAPA AUTO 0023892	SHAWN WILLIAMS	20240906
101	42110	50210	8.50	UPS*29N7AH59A06	DANIEL T MEYER	20240808

101	42110	50210	1,821.00	ZOLL MEDICAL CORP	DANIEL T MEYER	20240812
101	42110	50210	162.81	UPS*ADJ00398349463241	DANIEL T MEYER	20240812
101	42110	50332	30.00	LEAGUE OF MINNESOTA CITI	DANIEL T MEYER	20240812
101	42110	50404	110.50	CK HOLIDAY # 06403	DANIEL T MEYER	20240815
101	42110	50332	75.00	BCA TRAINING EDUCATION	DANIEL T MEYER	20240815
101	42110	50210	110.62	UPS*1Z2T6B290312178626	DANIEL T MEYER	20240819
101	42110	50210	96.00	THE UPS STORE 5243	DANIEL T MEYER	20240821
101	42110	50210	8.30	POST-HASTE BUSINESS SOLUT	DANIEL T MEYER	20240821
101	42110	50332	50.00	BCA TRAINING EDUCATION	DANIEL T MEYER	20240821
101	42110	50210	8.50	UPS*2977O0AAPML	DANIEL T MEYER	20240822
101	42110	50210	56.97	UPS*1Z868TKK0320004217	DANIEL T MEYER	20240823
101	42110	50433	225.13	THOMSON WEST*TCD	DANIEL T MEYER	20240827
101	42110	50210	(1,821.00)	ZOLL MEDICAL CORP	DANIEL T MEYER	20240828
101	42110	50433	37.50	MOCIC	DANIEL T MEYER	20240902
101	42110	50404	117.00	CK HOLIDAY # 06403	DANIEL T MEYER	20240903
101	42110	50433	38.50	GETSLING.COM	DANIEL T MEYER	20240906
486	46500	50506	1,872.81	PAYPAL *GOPHERSIGNC GO	NATHAN SONDROL	20240807
486	46500	50506	1,361.83	TREETOP PRODUCTS LLC	NATHAN SONDROL	20240819
602	49450	50207	36.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240902
602	49450	50380	11,181.51	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
602	49450	50237	46.28	CINTAS CORP	SHAWN WILLIAMS	20240807
602	49450	50237	22.83	CINTAS CORP	SHAWN WILLIAMS	20240814
602	49450	50300	2.15	HSEM TIER 2 REPORTING SER	SHAWN WILLIAMS	20240816
602	49450	50300	100.00	HSEM TIER 2 REPORTING	SHAWN WILLIAMS	20240816
602	49450	50300	30.45	USPS PO 2668905056	SHAWN WILLIAMS	20240819
602	49450	50237	22.83	CINTAS CORP	SHAWN WILLIAMS	20240821
602	49450	50210	59.99	POST-HASTE BUSINESS SOLUT	SHAWN WILLIAMS	20240828
602	49450	50237	22.83	CINTAS CORP	SHAWN WILLIAMS	20240828
602	49450	50210	25.00	TACTACAM	SHAWN WILLIAMS	20240829
602	49450	50210	37.50	AMAZON.COM*RK1OE6QM1	SHAWN WILLIAMS	20240902
602	49450	50237	46.28	CINTAS CORP	SHAWN WILLIAMS	20240904
602	49450	50210	17.99	AMAZON MKTPL*ZT93R5X60	SHAWN WILLIAMS	20240906
609	49750	50210	79.59	WM SUPERCENTER #2352	CARLA GOLDEN	20240814
609	49750	50201	170.44	MENARDS CAMBRIDGE MN	CARLA GOLDEN	20240828
609	48000	50201	85.22	MENARDS CAMBRIDGE MN	CARLA GOLDEN	20240828
609	49750	50300	60.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20240903
609	48000	50300	60.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20240903
609	49750	50207	54.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240902
609	48000	50207	18.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240902
609	48000	50380	604.37	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
609	49750	50380	1,139.68	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
609	49750	50380	153.78	NORTH BRANCH WATER & LIG	ACCOUNTS PAYABLE	20240826
609	48000	50321	93.47	ZULTY S INC	ACCOUNTS PAYABLE	20240906

609	49750	50321	164.02	ZULTY S INC	ACCOUNTS PAYABLE	20240906
609	49750	50300	47.92	CINTAS CORP	SHAWN WILLIAMS	20240807
609	48000	50300	42.65	CINTAS CORP	SHAWN WILLIAMS	20240814
609	49750	50300	47.92	CINTAS CORP	SHAWN WILLIAMS	20240821
609	48000	50300	42.65	CINTAS CORP	SHAWN WILLIAMS	20240828
609	49750	50300	47.92	CINTAS CORP	SHAWN WILLIAMS	20240904
612	49700	50407	78.98	MAIN STREET HARDWARE	RICHARD FAIRBANKS	20240906
612	49700	50404	210.05	FONTAINE MODIFICATION CO	SHAWN WILLIAMS	20240812
612	49700	50407	133.60	PETERSON'S NORTH BRANCH	SHAWN WILLIAMS	20240813
612	49700	50407	71.96	NAPA AUTO 0023892	SHAWN WILLIAMS	20240902
612	49700	50407	119.76	NAPA AUTO 0023892	SHAWN WILLIAMS	20240906
615	49550	50404	530.58	ZIEGLER INC COLUMBUS	RICHARD FAIRBANKS	20240823
615	49550	50210	23.76	MAIN STREET HARDWARE	BRADY STERBENTZ	20240815
615	49550	50404	8.58	MAIN STREET HARDWARE	BRADY STERBENTZ	20240819
615	49550	50404	6.59	MAIN STREET HARDWARE	BRADY STERBENTZ	20240820
615	49550	50404	9.98	MAIN STREET HARDWARE	BRADY STERBENTZ	20240820
615	49550	50207	108.00	GOOGLE LLC GSUITE_CI.NORT	RAGINI VARMA	20240902
615	49550	50380	6,905.18	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
615	49550	50380	47.77	WSC*WINDSTREAM PMT&FEE	SHAWN WILLIAMS	20240807
615	49550	50404	18.64	NAPA AUTO 0023892	SHAWN WILLIAMS	20240815
615	49550	50210	23.99	AMAZON MKTPL*RK4WD51N2	SHAWN WILLIAMS	20240827
615	49550	50210	99.99	POST-HASTE BUSINESS SOLUT	SHAWN WILLIAMS	20240828
615	49550	50404	7.41	NAPA AUTO 0023892	SHAWN WILLIAMS	20240828
615	49550	50300	25.06	CINTAS CORP	SHAWN WILLIAMS	20240828
615	49550	50404	3.14	NAPA AUTO 0023892	SHAWN WILLIAMS	20240829
615	49550	50210	9.99	AMAZON MKTPL*ZT9JK9PJ1	SHAWN WILLIAMS	20240906
620	49600	50404	12.99	MAIN STREET HARDWARE	RICHARD FAIRBANKS	20240808
620	49600	50404	9.88	MAIN STREET HARDWARE	RICHARD FAIRBANKS	20240808
620	49600	50380	1,971.29	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240808
620	49600	50404	697.40	AMAZON.COM*RM9YD92Q0	SHAWN WILLIAMS	20240813
620	49600	50236	0.54	HSEM TIER 2 REPORTING SER	SHAWN WILLIAMS	20240816
620	49600	50236	25.00	HSEM TIER 2 REPORTING	SHAWN WILLIAMS	20240816
620	49600	50300	13.26	CINTAS CORP	SHAWN WILLIAMS	20240828
101	00000	36218	(3,231.39)	Rebate		20240822

TOTAL	58,845.54
-------	-----------



Prepared By: Ragini Varma, City Clerk / IT Director

Presenter: Ragini Varma, City Clerk / IT Director

Date: 10/07/2024

Board & Commission: City Council

Subject: Approve Minutes

The Council to approve the minutes.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, AUGUST 27, 2024 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

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

REGULAR MEETING

Tuesday, August 27, 2024

1. CALL TO ORDER

The North Branch City Council met in REGULAR and Mayor Kevin Schieber called the meeting to order at 7:00 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Schieber led the pledge of allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, Councilmember Robert Canada, Councilmember Travis Miles, Councilmember Peter Schaps

Absent: Councilmember Kelly Neider

Remote:

Others Present: Interim City Administrator Woulfe, City Clerk/IT Director Varma, Police Chief Meyer, Public Works Director Williams, GIS Specialist/Parks Director Sondrol along with members of public and press.

Notes:

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

RESULT: Passed

MOVER: Travis Miles

SECONDER: Robert Canada
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps
ABSENT: Kelly Neider
NOTES:

5. PRESENTATION & PROCLAMATION

- a. School Resource Officer Overview

VERBAL
UPDATE

North Branch School District Superintendent Paul and SRO Officer Nelson provided overview of the SRO roles and responsibilities and how it has provided resources to the school and its outcome.

- b. North Branch Rental Housing Study

INFO

Bolton and Menk provided a presentation of the results of the rental housing study to the Council as laid out in detail in the agenda and responded the the inquires from the Council.

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.

Joe Sausen addressed the Council on the topics of a safe route to school and Maple Street/culvert washout.

7. CONSENT AGENDA

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

RESULT: Passed
MOVER: Robert Canada
SECONDER: Travis Miles
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps
ABSENT: Kelly Neider
NOTES:

- | | |
|--|--------|
| a. Claims | ACTION |
| b. Approve Minutes | ACTION |
| c. Approve the LG240B Application to Conduct Excluded Bingo - Memories Made Outdoors | ACTION |
| d. Approve 2024 Transient Merchant License - North Branch Area Chamber of Commerce | ACTION |
| e. Approve Change in hours at North Branch Liquors East Store | ACTION |
| f. Approve both Municipal Liquor Stores to Sell Hemp-Derived THC and CBD Products | ACTION |

8. PUBLIC HEARINGS

No public hearing happened during this meeting.

9. STAFF REPORTS

- a. Discussion on RV Parking on Public Streets INFO

Police Chief Meyer led the discussion on the RV Parking on Public Street. Council was in consensus to bring it back to a worksession for further discussion.

10. MAYOR/CITY COUNCIL

- a. Exploratory steps to consider creation of both an Arts and History Council ACTION

Mayor Schieber led the discussion on the arts and history of the City.

11. ADJOURNMENT

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps
ABSENT: Kelly Neider
NOTES: The meeting adjourned at 8:35pm.



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
SPECIAL AGENDA
WEDNESDAY, SEPTEMBER 4, 2024 @ 6:30 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

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

SPECIAL MEETING

Wednesday, September 4, 2024

1. CALL TO ORDER

The North Branch City Council met in SPECIAL and Mayor Kevin Schieber called the meeting to order at 6:30 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Schieber led the pledge of allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, Councilmember Robert Canada, Councilmember Travis Miles, Councilmember Peter Schaps, Councilmember Kelly Neider

Absent:

Remote:

Others Present: Interim City Administrator Woulfe, City Clerk/IT Director Varma, Public Works Director Williams, Police Chief Meyer, Finance Director Wright, GIS Specialist/Parks Director Sondrol along with members of the public.

Notes:

4. APPROVE AGENDA

a. Approve Agenda

ACTION

RESULT: Passed

MOVER: Travis Miles

SECONDER: Kevin Schieber
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES:

5. SPECIAL SESSION ITEMS

- a. Review of City Administrator Candidates ACTION

Jeff Waldon led the review of City Administrator candidates by the Council. The first motion to interview all five candidates for the final interview. Motion failed.

RESULT: Failed
MOVER: Kevin Schieber
SECONDER: Peter Schaps
AYES: Peter Schaps, Kelly Neider
ABSENT:
NOTES: The first motion failed on interviewing all five candidates. Schieber, Miles and Canada were Nay.

The second motion was to interview the candidates C, A, E, and leave them open for the consideration of the last candidate.

RESULT: Passed
MOVER: Peter Schaps
SECONDER: Kelly Neider
AYES: Peter Schaps, Kelly Neider, Kevin Schieber, Robert Canada and Travis Miles.
ABSENT:
NOTES: The second motion passed unanimously.

- b. 2025-2035 Operating and Capital Budget Discussions VERBAL UPDATE

Finance Director Wright led the 2025-2035 operating and capital budget discussions. Council discussed and provided feedback for staff to bring to the next meeting and prepare the proper resolution for the preliminary levy amount of \$7,717,357. Council member Neider was not in favor of the levy amount, like the rest of the council.

6. ADJOURNMENT

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES: The meeting adjourned at 8:37pm.



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, SEPTEMBER 10, 2024 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

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

REGULAR MEETING

Tuesday, September 10, 2024

1. CALL TO ORDER

The North Branch City Council met in REGULAR and Mayor Kevin Schieber called the meeting to order at 7:00 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Schieber led the pledge of allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, Councilmember Peter Schaps, Councilmember Kelly Neider

Absent:

Remote: Councilmember Robert Canada, Councilmember Travis Miles

Others Present: Also present City Clerk/IT Director Varma, Finance Director Wright, Public Works Director Williams, GIS Specialist/Parks Director Sondrol, Fire Chief Heinen, Liquor Operations Director Golden along with members of the public and the press.

Notes: Councilmember Neider arrived at 7:08pm.

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

RESULT: Passed

MOVER: Kevin Schieber

SECONDER: Robert Canada

AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps

ABSENT:

NOTES: Councilmember Nieder was not present for this vote.

5. PRESENTATION & PROCLAMATION

- a. Employee Retirement Recognition INFO

Public Works Director Williams presented the plaque to Lead Wastewater Operator John Goshey for his thirteen years of service to the City and its community and his last day would be September 30, 2024.

- b. Space Needs Analysis INFO

Kraus Anderson team presented the Space Need Study to the Council as part of Phase II presentation as detailed in the agenda packet.

- c. 2023 Audit Presentation ACTION

CliftonLarsonAllen, LLP made the Audit Presentation. Miranda Wendlandt, Principal of CliftonLarsonAllen, LLP presented to the Council remotely and addressed the questions that Council had.

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.

There were no public comments during this meeting.

7. CONSENT AGENDA

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

RESULT: Passed

MOVER: Kevin Schieber

SECONDER: Travis Miles

AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider

ABSENT:

NOTES: Item # e and f were pulled to be presented in the next regular meeting.

- a. Claims ACTION
- b. 2024 Local and State Aid Overlay Project Bid Award ACTION
- c. Ordinance 380-24 Granting Minnesota Energy Resources Permission to Erect A Gas Distribution System ACTION
- d. Ordinance 382-24 Authorizing the Summary Publication of Ordinance 380-24 Granting Minnesota Energy Resources Permission to Erect a Gas Distribution System ACTION
- e. Ordinance 381-24 Creating Chapter 18 Business, Article XII Cannabis Regulation ACTION
- f. Ordinance 383-24 Authorizing the Summary Publication of Ordinance 381-24 Creating Chapter 18 Business, Article XII Cannabis Regulation ACTION

- g. Approve Resolution R-81-2024 Approving Northwood Park Pickleball Court & Site Improvements - Pay Request 3 ACTION
- h. Authorizing a Reduction in a Letter of Credit for the Boka Haven Project ACTION
- i. Site Improvement Agreement with Greg Schneller ACTION
- j. Approve Resolution No. R-86-2024, Approving the special event permit for the North Branch High School Homecoming Fireworks Display on September 27, 2024 ACTION
- k. Approve Gambling LG220 Permit - St Gregory the Great Catholic Church ACTION
- l. Resolution R-87-2024 Approving Pay Request No. 8 for the Water Tower #1 Rehab Project ACTION
- m. Resolution R-88-2024 Approving Pay Request No. 6 for the Highway 95 Water Main Replacement Project ACTION

8. PUBLIC HEARINGS

There were no public hearings during this meeting.

9. STAFF REPORTS

- a. Resolution 82-2024 Ordering the Securing of 38624 14th Avenue - Vacant Structure ACTION
 - RESULT:** Passed
 - MOVER:** Kevin Schieber
 - SECONDER:** Robert Canada
 - AYES:** Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
 - ABSENT:**
 - NOTES:**
- b. Update and Discussion Regarding Liquor Store Operations INFO

Liquor Operations Director Golden updated the Council regarding the Liquor Store Operations as presented in the memo.
- c. Motion to approve selection of Professional Audit Services ACTION
 - RESULT:** Passed
 - MOVER:** Kevin Schieber
 - SECONDER:** Peter Schaps
 - AYES:** Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
 - ABSENT:**
 - NOTES:**
- d. Resolution Adopting the Preliminary 2025 EDA Tax Levy for the City of North Branch ACTION
 - RESULT:** Passed
 - MOVER:** Kevin Schieber
 - SECONDER:** Travis Miles
 - AYES:** Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
 - ABSENT:**
 - NOTES:**

- e. Resolution Adopting the Preliminary 2025 HRA Tax Levy for the City of North Branch ACTION
- f. Resolution approving the Preliminary 2025 Operating and Debt Levy ACTION
- RESULT:** Passed
- MOVER:** Kevin Schieber
- SECONDER:** Travis Miles
- AYES:** Kevin Schieber, Robert Canada, Travis Miles
- ABSENT:**
- NOTES:** Schaps and Neider voted nay.
- g. Attorney Monthly Report INFO

The monthly attorney report was presented to the Council as informational item.

10. MAYOR/CITY COUNCIL

There were no reports.

11. ADJOURNMENT

- RESULT:** Passed
- MOVER:** Kevin Schieber
- SECONDER:** Peter Schaps
- AYES:** Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
- ABSENT:**
- NOTES:** The meeting was adjourned at 9:10pm.



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, SEPTEMBER 24, 2024 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

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

REGULAR MEETING

Tuesday, September 24, 2024

1. CALL TO ORDER

The North Branch City Council met in REGULAR and Mayor Kevin Schieber called the meeting to order at 7:00 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Schieber led the pledge of allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, , Councilmember Travis Miles, Councilmember Peter Schaps, Councilmember Kelly Neider

Absent:

Remote: Councilmember Robert Canada

Others Present: Also present staff and member of public and staff.

Notes: Mayor took the roll call.

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

5. PRESENTATION & PROCLAMATION

There were no presentation during this meeting.

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.

Charley Klopp, located at 6580 Maple Street, North Branch, MN, addressed the Council on the street name called viking way.

7. CONSENT AGENDA

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

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Travis Miles
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES: Item 7a was moved to 9i was moved out of consent and voted separately. Motion was made by Schieber and seconded by Canada. Motion carried unanimously for 9i.

- a. Claims ACTION
- b. Renewal of ARMER Subscriber and User Agreements with Chisago County ACTION
- c. ECRAC Arts and Culture Heritage Fund Legacy Grant - Summer Concerts ACTION
- d. Ordinance 384-24 Amending the Industrial Design Standards Zone Overlay District Map ACTION
- e. Vocational Training Facility - Resolution 90-2024 Approving the Preliminary and Final Plat for the Laborers Training Center Addition ACTION
- f. Resolution R-92-2024 Approving 2024 Road Gravel Quotes ACTION
- g. Water and Sanitary Utility Service Application Update and City Code Change ACTION

8. PUBLIC HEARINGS

There were no public hearing during this meeting.

9. STAFF REPORTS

- a. Vocational Training Facility - Resolution 91-2024 Approving the Conditional Use Permit for a Vocational Training Facility at 41499 Forest Blvd ACTION
RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Kelly Neider
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES:
- b. RESOLUTION R-89-2024 ACCEPTING PLANS AND SPECIFICATIONS AND ACTION AUTHORIZE ADVERTISEMENT FOR BIDS FOR THE CSAH 30 CORRIDOR IMPROVEMENT PROJECT

- c. Approve Second Amendment to Purchase Agreement with Sunrise River Commons, LLC. ACTION

RESULT: Passed
MOVER: Kelly Neider
SECONDER: Peter Schaps
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES:

- d. Traffic Control Configuration on Maple St. and Elm St. ACTION

RESULT: Passed
MOVER: Travis Miles
SECONDER: Kevin Schieber
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES:

- e. Request for Wastewater Treatment Plant Facility Report and Sanitary Sewer Comprehensive Plan Update ACTION

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Travis Miles
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES:

- f. Ordinance 381-24 Creating Chapter 18 Business, Article XII Cannabis Regulation ACTION

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Kelly Neider
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES:

- g. Planning Commission Update INFO

GIS Specialist/Parks Director Sondrol updated the Council on Planning.

- h. PTOS Commission Update INFO

GIS Specialist/Parks Director Sondrol updated the Council on PTOS.

10. MAYOR/CITY COUNCIL

There were no items under this section.

11. ADJOURNMENT

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Travis Miles
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:

NOTES: The meeting was adjourned at 8:28pm.



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, SEPTEMBER 26, 2024 @ 10:00 AM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

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

REGULAR MEETING

Thursday, September 26, 2024

1. CALL TO ORDER

The North Branch City Council met in REGULAR and Mayor Kevin Schieber called the meeting to order at 10:10 AM.

2. PLEDGE OF ALLEGIANCE

Mayor Schieber led the pledge of allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, Councilmember Robert Canada, Councilmember Travis Miles, Councilmember Peter Schaps, Councilmember Kelly Neider

Absent:

Remote:

Others Present: Also present City Staff and members of the public.

Notes: The meeting was not recorded or televised but was open to the public.

4. SPECIAL SESSION ITEMS

a. Interview City Administrator Candidates

ACTION

The Council interviewed the candidates for the City Administrator.

b. Selection of City Administrator

ACTION

RESULT: Passed

MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Robert Canada, Travis Miles, Kelly Neider
ABSENT:
NOTES:

Council approved that staff put together an official letter for Matthew Hill as the City Administrator. Schaps was nay and the motion passed 4-1. \$140,000 will be the hire amount, after months will be \$150,000 and after 12 months will be \$160,000 and wil negotiated by the Council annually there after during a performance evaluation and a staff to negotiate other terms.

- c. Assessment Report of Community Development Department and Director ACTION
Candidate Evaluation

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Kelly Neider
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES: Council approved Sondrol's appointment as the Community Development Director.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Kelly Neider
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES: Council approved the staff to hire a City Planner.

5. ADJOURNMENT

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Kelly Neider
AYES: Kevin Schieber, Robert Canada, Travis Miles, Peter Schaps, Kelly Neider
ABSENT:
NOTES: The meeting was adjourned at 5:35pm.



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 10/02/2024

Board & Commission: City Council

Subject: Ordinance 385-24 Amending the 2024 Municipal Fee Schedule

The City Council approved changes to the City's water shut-off policies at its September 10, 2024 City Council meetings. Ordinances changes are required to put these approved changes into practice.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 385-24

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

ORDINANCE 385-24

*Amending Ordinance 371-24 Amending the 2024 Municipal Fee Schedule
For the City of North Branch*

Findings and Purpose

The City of North Branch desires to update its water shut-off and reconnection fee charges and hereby amends Ordinance 371-24, Section 3 Municipal Water Rates with respect to late fees, reconnection fees, and water deposits as follows:

Late Fees	10% <u>or \$10 whichever is higher</u>
Reconnect Fee After Hours	\$250.00 <u>\$150.00</u>
Water Deposits—Residential	\$50.00
Water Deposits—Commercial	\$100.00

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

Adopted this 8th day of October, 2024.

Kevin Schieber, Mayor

ATTEST:

Ragini Varma, City Clerk

Publication Date: October 17, 2024



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/02/2024

Board & Commission: Planning Commission

Subject: Resolution 94-2024 Approving Conditional Use Permit for Two Principal Buildings at Flashing by Design

Recommended Actions

Motion to approve Resolution 94-2024 approving the Conditional Use Permit for two principal buildings at 6556 396th Court with conditions and findings of fact as presented by Staff.

Motion to approve the Site Improvement Agreement for construction for the Flashing by Design Site Expansion, subject to staff and attorney review as to form.

Overview / Background

CMBR, LLC (Applicant), on behalf of New Life Holdings, LLC (Owner), has applied for a conditional use permit having multiple principal buildings on one lot. The applicant is proposing to have a second building at 6556 396th Court (PID: 16.00046.07) to expand the existing business and include uses for a warehouse, manufacturing, and office building. The two uses are compatible in nature and will provide additional employment opportunities within the City. The Subject Property is 8.25 acres (190,222 sq. ft.), located north of Ash Street, West of Grand Ave, and East off Golden Ave onto 396th Ct in the North Branch Industrial Park. The Subject Property is zoned and guided Industrial.

There is an existing building on the site with similar uses that is approximately 18,828 sq ft. The second building would be approximately 23,409 sq ft with a warehouse/manufacturing space of 21,607.39 sq. ft. and an attached office of 1,802 sq ft.

Issue(s) to Consider

1. Development Review
2. Conditional Use Permit

Analysis of Issue(s)

1. Development Review

General Plan

The applicant is proposing an additional new warehouse (21,607 sq ft) with an attached office (1,802 sq ft) and in total be approximately 23,409 sq ft. The conditional use permit allows for the additional warehouse and office as proposed to be added onto the lot. Warehouse and office is a permitted use within the General Industrial district. The site meets all setback requirements for building, parking, and drive aisle location.

-

Traffic

The traffic generated by the proposed use within the capacity of the surrounding streets. The proposed site does not require any change or alterations to meet traffic requirements.

Parking and Loading

The plan includes 18 parking spaces, which meets the parking requirement based on the square footage for both the warehouse and office space.

The building is proposed to have four loading doors with one loading door having a loading zone meeting the size requirement of 50' x 10'. The other loading doors would be limited to smaller delivery vehicles due to the reduced size.

Design Elements (Façade Materials)

The proposed building has a couple of required changes to meet the Design Standards in Section 66-943 of the City Code. The two corrections include adding windows or simulated windows to the southern side of the building and clarify how the requirement for two complementary color tones will be met. This is listed as a condition of approval as part of the planning staff review letter.

Landscape & Tree Preservation Plan

Section 66-974 of the City Code requires that a tree be planted on nonresidential uses at a minimum of the greater of one tree per 1,000 sq ft of building floor area or one tree per 50 lineal feet of the site perimeter. Given that half of the site is already developed, staff recommend that the tree planting requirement be based on the size of the new building, not the entire site area. For the construction of the new building, 23

trees are required to be planted. The applicant has proposed a total of 9 trees, so they are required to add 14 trees as a condition of approval.

Additionally, the property is bordered to the south by residential property, so screening meeting the standards in Section 66-973 is required. The site is situated within 10 feet of a residential zoning district, so they must add at least six feet in height or up to eight feet in height of the lot boundary. Plantings are also required between the screen and the residential property to soften the appearance. These planting may require some changes to the stormwater pond location on the southern edge of the site.

Signage

No signage is shown on the site plan provided. Staff proposes that signage be allowed on site without a conditional use permit amendment. As long as a future sign meets City Code Sec 66-824 for Permitted Signs, the sign can be permitted administratively.

2. Conditional Use Permit

A Conditional Use Permit is needed to have multiple principal buildings on the same lot. This process is primarily needed to ensure that development does not hinder future subdivisions of property as needed. The proposed conditional use permit would allow for the existing building sized at approximately 18,828 sq ft and a second building sized at approximately 23,409 sq ft.

The proposed site design would not impede orderly development and subdivision of the property at a future date. The two sites have the opportunity to function independently if needed, while also being compatible in the existing design.

Planning Commission Recommendation

The Planning Commission reviewed and unanimously recommended approval of the Conditional Use Permit for two principal buildings at 6556 396th Court. After a short presentation by Staff, the Planning Commission held a public hearing where no members of the public spoke. The Commission asked staff questions regarding the exterior materials of the building and asked if this application came from as a result of the design changes earlier this year. Staff shared that this business owner was one that had limited expansion potential due to the design standards and had asked that the standards be changed. The applicant shared that the project went from being infeasible under the previous code to being feasible with the new code. Planning Commission had no further discussion and unanimously recommended approval.

Motion to approve Resolution 94-2024 approving the Conditional Use Permit for two principal buildings at 6556 396th Court with conditions and findings of fact as presented by Staff.

Conditional Use Permit

Findings of Fact

1. The proposed CUP is consistent with the City's 2040 Comprehensive Plan and the proposed use is compatible with present and future land uses of the area.
2. Subject to conditions, the proposed use conforms with all performance standards contained in the City's Zoning Ordinance.
3. The two principal structures are compatible in nature and would not have limited impact on the future subdivision of the property.
4. The proposed use will be served by private utilities and will not overextend the City's infrastructure.
5. Traffic generation by the proposed use is within capabilities of streets serving the property.
6. The use will not impose additional unreasonable costs on the public.

Conditions of Approval

1. The Applicant shall address comments provided by the City Engineer on September 27, 2024.
2. The Applicant shall address comments provided by the City Planner on September 27, 2024.
3. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued.\
4. The Applicant shall enter into a Site Improvement Agreement and pay all applicable fees and provide security prior to commencing construction on the property.
5. The Applicant shall record the Conditional Use Permit with the Chisago County Recorder.
6. The Applicant shall be responsible for all costs associated with the Conditional Use Permit application.
7. All fees and financial obligations shall be received by the City prior to the releasing of the approval documents for recording.

Standards of the Conditional Use Permit

1. The two buildings shall be operated by the same entity and correspond in use. At such a time that there are two separate users, the property shall be subdivided.
2. No uses or improvements shall be permitted on the property that would limit the future subdivision of the parcel.
3. No transfers of ownership of properties, or portions of properties, issued a conditional use permit shall be authorized unless the property has been subdivided under the ordinances of the city.

4. No areas required for parking and loading maybe used for outdoor storage and/or parking of equipment that reduces the minimum number of parking spaces and loading areas required for the Subject Property.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-94-2024

RESOLUTION APPROVING THE CONDITIONAL USE PERMIT FOR TWO PRINCIPAL BUILDINGS AT 6556 396TH COURT

WHEREAS, CMBR, LLC (“Applicant”), on behalf of New Life Holdings, LLC (“Owner”), has requested a conditional use permit for two principal buildings on the property known as 6556 396th Ct; and,

WHEREAS, the property is legally described as:

Lot 1, Block 1, INDUSTRIAL ESTATES 4th ADDITION, Chisago County, Minnesota;

and,

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

WHEREAS, a two principal building is a conditional use in the I-Industrial district as stated in Section 66-932 of the City Code; and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on October 1, 2024, to consider and receive public comment regarding the proposed conditional use permit; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, all persons desiring to be heard concerning the conditional use permit were given the opportunity to speak thereon; and,

WHEREAS, following the Hearing, the Commission found the conditional use permit satisfies zoning standards and unanimously recommended approval of the requested conditional use permit with conditions as stated herein; and,

WHEREAS, the City Council of the City of North Branch, on October 8, 2024, considered the requested conditional use permit 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 Conditional Use Permit for two principal buildings at 6556 396th Ct is hereby approved based on the following findings of fact:

1. The proposed CUP is consistent with the City's 2040 Comprehensive Plan and the proposed use is compatible with present and future land uses of the area.
2. Subject to conditions, the proposed use conforms with all performance standards contained in the City's Zoning Ordinance.
3. The two principal structures are compatible in nature and would not have limited impact on the future subdivision of the property.
4. The proposed use will be served by private utilities and will not overextend the City's infrastructure.
5. Traffic generation by the proposed use is within the capabilities of streets serving the property.
6. The use will not impose additional unreasonable costs on the public.

BE IT FURTHER RESOLVED that approval of the Conditional Use Permit for the two principal buildings shall be subject to the following conditions:

1. The Applicant shall address comments provided by the City Engineer on September 27, 2024.
2. The Applicant shall address comments provided by the City Planner on September 27, 2024.
3. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued.
4. The Applicant shall enter into a Site Improvement Agreement and pay all applicable fees and provide security prior to commencing construction on the property.
5. The Applicant shall record the Conditional Use Permit with the Chisago County Recorder.
6. The Applicant shall be responsible for all costs associated with the Conditional Use Permit application.
7. All fees and financial obligations shall be received by the City prior to the releasing of the approval documents for recording.

(Reserved for Recording Data)

CITY OF NORTH BRANCH
CHISAGO COUNTY, MINNESOTA

CONDITIONAL USE PERMIT FOR TWO PRINCIPAL BUILDINGS

1. PERMIT. Subject to the terms and conditions set forth herein, the CITY OF NORTH BRANCH hereby grants a Conditional Use Permit to allow the following: two principal buildings.
2. PROPERTY. This Conditional Use Permit is for the following described property in the City of North Branch, Chisago County, Minnesota:

Lot 1, Block 1, INDUSTRIAL ESTATES 4th ADDITION

3. CONDITIONS. This Conditional Use Permit is issued subject to construction in accordance with the approved plans submitted with the application and the following conditions:
 1. The two buildings shall be operated by the same entity and correspond in use. At such a time that there are two separate users, the property shall be subdivided.
 2. No uses or improvements shall be permitted on the property that would limit the future subdivision of the parcel.
 3. No transfers of ownership of properties, or portions of properties, issued a conditional use permit shall be authorized unless the property has been subdivided under the ordinances of the city.

4. No areas required for parking and loading maybe used for outdoor storage and/or parking of equipment that reduces the minimum number of parking spaces and loading areas required for the Subject Property.

4. TERMINATION OF PERMIT. The City may revoke the permit following a public hearing for violation for the terms of this permit.

5. LAPSE. If within one (1) year of the issuance of this Conditional Use Permit the allowed construction has not commenced, this permit shall lapse.

6. RECORDING. This Conditional Use Permit shall be recorded by the City against the title to the Property.

Dated: October 8, 2024.

CITY OF NORTH BRANCH

BY:

Kevin Schieber, Mayor

(SEAL)

AND _____

Linda Wolfe, Interim City Administrator

STATE OF MINNESOTA

**CITY OF NORTH BRANCH
SITE IMPROVEMENT AGREEMENT**

FLASHING BY DESIGN SITE EXPANSION

THIS SITE IMPROVEMENT AGREEMENT (“Agreement”) is made this this ____th day of _____, 2024 by and between the City of North Branch, a Minnesota municipal corporation (“City”), located at 6408 Elm Street, North Branch, Minnesota 55056, and New Life Holdings, a Limited Liability Company, located at 1672 128th Ave NW, Coon Rapids, MN 55448 (“Developer”).

- 1. PROJECT.** The Developer is constructing a new warehouse facility with office, an infiltration basin, installing screening and landscaping, and associated site improvements, known as Flashing by Design Expansion (“Development”), on the parcel known as PID: 16.00046.07 located north of Ash Street, east of Grand Ave, and west of Golden Ave (“Subject Property”), and legally described in Exhibit A.
- 2. APPROVAL.** On October 8, 2023, the North Branch City Council approved a conditional use permit, per Resolution 94-2024, allowing for two principal buildings on one parcel. Whereas said approval is contingent upon satisfaction of all terms as stated herein and conditioned upon Developer entering into this Agreement, providing any security and escrow required by this Agreement, and compliance with all applicable ordinances, statutes, and regulations of the City of North Branch and State of Minnesota.
- 3. PLANS.** The Subject Property shall be developed according to site and civil plans, including, but not limited to: grading and erosion control, streets and utilities, stormwater/SWPPP, landscaping, architectural, etc., hereafter referred to as “Approved Plans.” The Approved Plans shall not be attached to this Agreement, but are on file at City Hall, 6408 Elm Street, North Branch, Minnesota. The written terms of this Agreement shall control the Approved Plans. The Developer shall not amend, and the Development shall not vary from, the Approved Plans, except upon review and approval of the Community Development Director and/or City Engineer, or their designated representative.

4. SITE IMPROVEMENTS. Standards for this Development shall comply with the Approved Plans and all applicable zoning and land development regulations of the City.

Site improvements (“Improvements”) shall be installed according the Approved Plans and City’s Engineering Guidelines/Standard Detail specifications. Plans and specifications must be prepared and signed by a registered professional engineer, and submitted to the City for approval by the City Engineer, or designated representative. The City reserves the right to reject any and/or all of plans submitted, including proposed plan revisions, or portions thereof. All Improvements shall be constructed by the Developer according to the Approved Plans, and solely at Developer expense.

4.01 Utilities. Water service mains, hydrants and sanitary sewer service mains, and restoration of rights of way, drainage and utility easement areas and/or public streets and driveways resulting from installation.

4.02 Surface Water. Surface water facilities, including, but not limited to: internal stormwater handling systems, stormwater pipes, ponding, raingardens, and any conveyance and collection systems as required by the City, and restoration of rights of way, drainage and utility easement areas and/or public streets and driveways resulting from installation.

4.03 Grading & Erosion Control. See Section 10.

5. EASEMENTS

5.01. Easement to Developer. The City, at no charge to Developer, grants to Developer a Temporary Construction Easement (“Easement”) over, under and across public rights-of-way for the purpose of constructing the Improvements. The Easement shall commence with the execution of this Agreement and terminate upon Final Approval of the Improvements and release of this Agreement.

5.02. Easement to City. Developer grants to the City, its agents, representatives, employees, officers and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City in conjunction with this Agreement. Right of entry conveyed by the Developer to the City shall terminate upon Final Approval of Improvements and release of this Agreement.

6. PERMITTING.

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

7. PERMANENT DRAINAGE & UTILITY EASEMENTS.

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

8. RESPONSIBILITY FOR COSTS.

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

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

- 8.03. Hold Harmless. Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses

which the City may pay or incur in consequence of such claims, including attorneys' fees.

9. CONSTRUCTION OF IMPROVEMENTS.

- 9.01. Performance of Work. All labor and work shall be done and performed in the best and most workmanlike manner and in conformance with the Approved Plans and specifications. No deviations from the Approved Plans and specifications will be permitted unless approved in writing by the Public Works Director or City Engineer, or their designated representative. Developer shall not do any work or furnish any materials not covered by the Approved Plans and specifications, and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer or their designated representative as provided in the specifications.
- 9.02. Staking, Surveying & Inspections. Developer shall provide all staking, surveying, construction administration and inspection for the above described Improvements in order to ensure that the completed Improvements conform to the Approved Plans and specifications. The City will provide for general inspection and shall be notified of all tests to be performed. Developer shall reimburse the City for costs incurred by the City staff and/or its agents, officers and contractors for site and construction inspections.
- 9.03. Unsatisfactory Labor or Materials. Any material or labor supplied by the Developer that is rejected by the City Engineer or their designed representative as defective or unsuitable shall be removed and replaced with approved material, and such rejected labor shall be done anew to the specifications and approval of or City Engineer or their designated representative. Work shall be at the sole cost and expense of the Developer.
- 9.04. Final Inspection & Acceptance. Upon completion of the Improvements, the City Engineer or their designated representative, a representative of the contractor, and a representative of the Developer's engineer shall make a final inspection of the work to determine the Improvements were installed according to the Approved Plans. Final approval and acceptance of the Improvements shall be in written form from the City to Developer ("Final Approval").
- 9.05. Record Plans. Upon completion of the Improvements, Developer shall provide the City with Record Plans ("As-Builts") in conformance with the City's Engineering Guidelines/ Standard Detail for City records. Developer shall supply the City with one (1) complete set of plans in the file type and format as instructed by the City Engineer.

10. GRADING & EROSION CONTROL.

- 10.01. Grading Permit. Developer shall apply for and obtain all appropriate permits for site grading and shall pay all applicable permit fees and escrows, and provide any security, as may be required by the City.
- 10.02. Erosion Control Installation. Prior to initiating site grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City

Engineer or their designated representative. Erosion control practices must comply with best management practices as defined by the Minnesota Pollution Control Agency. Developer shall furnish any security required by this Agreement for the purpose of erosion control for the Development. The City may impose additional erosion control requirements if determined beneficial.

10.03. Erosion Control Maintenance. All areas disturbed by the excavation and back filling operations shall be reseeded within 48 hours after the completion of the work, or in an area that is inactive for more than five (5) days, unless authorized and approved in writing by the City Engineer or designated representative. Except as otherwise provided in the Erosion Control Plan, seeded areas shall be according to the City's current seeding standards, and shall be fertilized, mulched, and disc-anchored as necessary for seed retention. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurs for such work within 10 days, the City may draw down on security to pay any costs.

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

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

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

14. **INSURANCE.** Developer must keep insurance in force at all times that construction on the Development is in progress. The insurance must name the City as an additional insured. 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:

14.01. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.

- 14.02. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- 14.03. Worker's compensation insurance, with statutory coverage as required by Minnesota law including employer's liability coverage of not less than \$500,000.
- 14.04. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:
- "Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder."

15. MISCELLANEOUS.

- 15.01. Amendments and Assignment. Any amendment to this Agreement must be in writing and signed by both parties. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 15.02. Agreement to Run with Land. This Agreement shall run with the land and may be recorded against the title to the Subject Property. Provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. No conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement, unless the City expressly so releases the Developer in writing.
- 15.03. Breach of Agreement. Breach of the terms of this Agreement by the Developer, including non-payment of invoices from the City, shall be grounds for denial of building permits and certificates of occupancy, and/or the halting of all work on the property.
- 15.04. Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy. Third parties shall have no recourse against the City under this Agreement.
- 15.05. Developer Default. In the event of default by the Developer of any work to be performed according to this Agreement and the Approved Plans, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

- 16. NOTICES.** Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

Deliver to: New Life Holdings, LLC
Attn: Todd Christopherson
6556 396th Ct
North Branch, MN 55056
651-462-4700
todd@flashingbydesign.com

Mail to: New Life Holdings, LLC
Attn: Todd Christopherson
6556 396th Ct
North Branch, MN 55056
651-462-4700
todd@flashingbydesign.com

Notices to the City shall be in writing and shall be either hand delivered or mailed to the City by certified mail at the following address:

Deliver to: North Branch City Hall
Attn: Community Development
6408 Elm Street
North Branch, MN 55056

Mail to: North Branch City Hall
Attn: Community Development
PO Box 910
North Branch, MN 55056

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

[Remainder of this page intentionally left blank.]

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

DEVELOPER:
New Life Holdings, a Limited Liability Company

Todd Christopherson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Todd Christopherson, President, New Life Holdings, a Limited Liability Company, on behalf of the company.

Notary Public

CITY OF NORTH BRANCH

Kevin Schieber
Its: Mayor

Linda Woulfe
Its: Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Kevin Schieber and by Linda Woulfe, the Mayor and Interim City Administrator, respectively, of the City of North Branch, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of North Branch

6408 Elm Street

North Branch, MN 55056

(651) 674-8113

EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, Block 1, INDUSTRIAL ESTATES 4th ADDITION, Chisago County, Minnesota

EXHIBIT B

FLASHING BY DESIGN

IMPROVEMENT COSTS, FEES, ESCROW & SECURITY

2024 EXHIBIT B

Flashing by Design

DEVELOPMENT INFORMATION				
Property - Acres (Total)				
Property - Acres				
Property - Square Feet		0.0		
Units				Used for SAC/WAC
Lots		0.0		Lots/Blocks + Outlots

SECTION 1: DEVELOPMENT FEES	COST	PER	DUE	NOTES
Water Trunk	6,350.00	Per Acre	-	
Sanitary Sewer Trunk	4,966.40	Per Acre	-	
Storm Sewer Trunk	-	Per Acre	-	
Park Dedication		Per Acre		
Subdivision GIS Data Entry Fee	-	Per Acre	-	
Lot Origination Fee	40.00	Per Lot	-	
Subtotal Platting Fees			-	
[List Credits, If Applicable]			-	
Total Platting Fees			-	

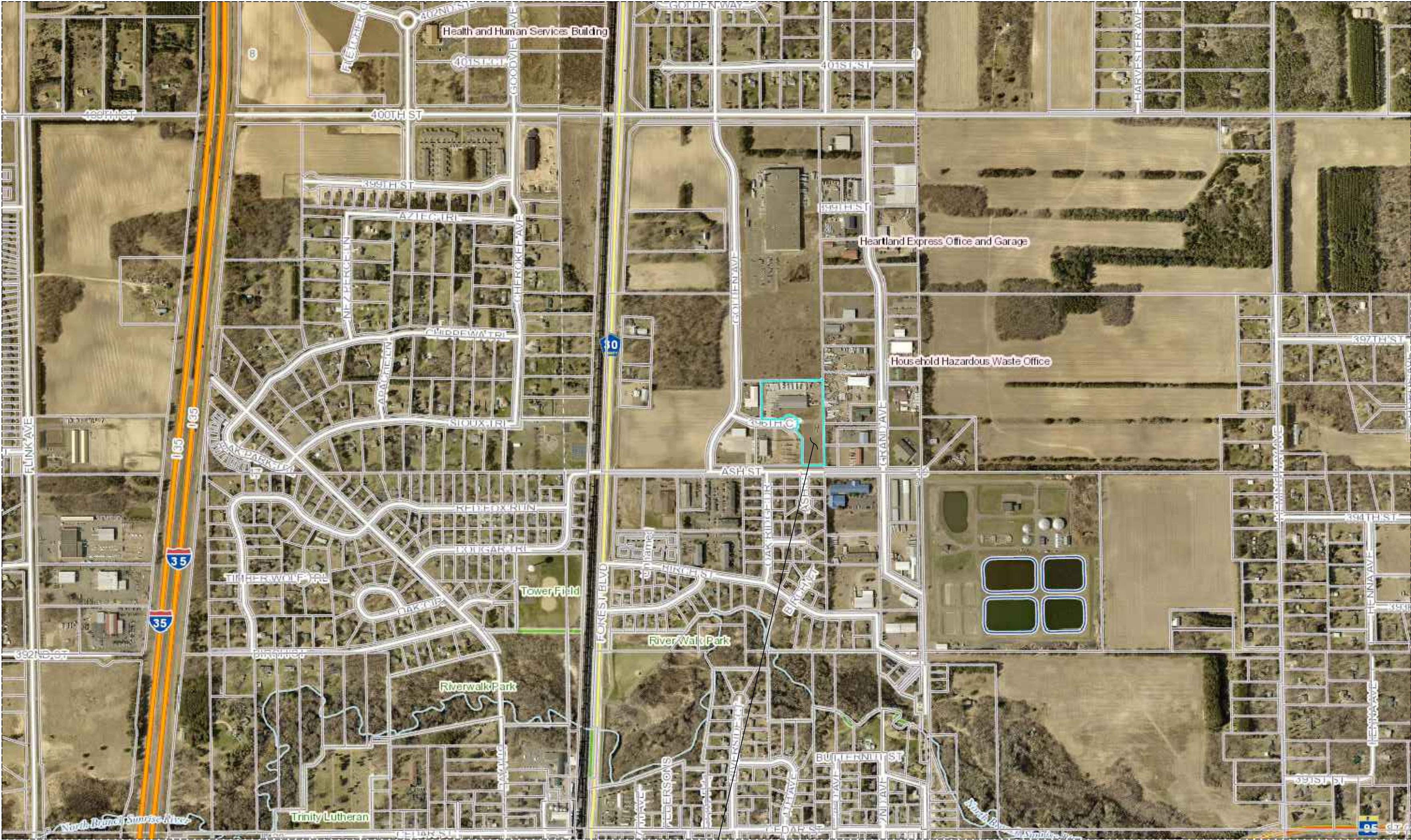
SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	DUE	NOTES
Administrative	-	Construction Improvements (3%)
	-	
Subtotal Administrative and Development Related Costs	-	
[List Credits, If Applicable]	-	
	-	
Total Administrative and Development Related Costs	-	

SECTION 3: IMPROVEMENT COSTS	SECURITY	CASH	NOTES
Development Escrow			
Engineering - Onsite Field Inspection	-	1,770.00	
Engineering - Plan Review	-	2,400.00	
Environmental	-		
Legal	-		
Planning	-		
Non-Public Improvements			
Landscaping	-	-	
Construction - Site (Grading)	-	-	
Construction - Storm Ponding	-	-	
Wetland Mitigation			
Wetland Mitigation	-	-	
Public Improvements Dedicated to the City			
Landscaping	-	-	
Construction - Streets	-	-	
Construction - Utility Improvements (Storm Sewer)	-	-	
Construction - Utility Improvements (Water Main)	-	-	
Construction - Utility Improvements (Sanitary Sewer)	-	-	
Subtotal Improvement Costs	-	4,170.00	
[List Credits, if Applicable]	-	-	
Total Improvement Costs	-	4,170.00	

SECTION 4: LOC / ESCROW / FEES REQUIRED	SECURITY	DUE	NOTES
Cash & Escrow			
Section 1: Platting Fees	-	-	Cash
Section 2: Administrative Fees	-	-	Cash
Section 2: Development Related Costs	-	-	Development Related Items
Section 3: Cash Escrow	-	4,587.00	Cash (110%)
Security			
Section 3: Letter of Credit - Improvements	-	-	Public / Non-Public Improvements (125%)
Section 3: Letter of Credit - Wetland Mitigation	-	-	Public / Non-Public Improvements (125%)
Total Letter of Credit and Cash Required	-	4,587.00	

FLASHING BY DESIGN

NORTH BRANCH, MN



PROJECT AREA (APPROX.)

UTILITIES:

GOPHER STATE ONE CALL
(651) 454-0002
gopherstateonecall.org

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 3-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. GSOC INFORMATION ABOVE.

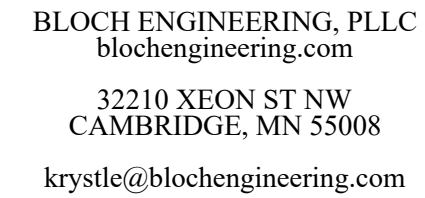
GOVERNING STANDARDS: COUNTY OF CHISAGO STANDARDS, CITY OF NORTH BRANCH STANDARD CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR UTILITY AND STREET CONSTRUCTION, 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" , LATEST VERSION OF THE "MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MMUTCD)

SHEET INDEX

- C1 - TITLE SHEET
- C2 - SITE AND UTILITY PLAN
- C3 - GRADING AND EROSION CONTROL PLAN
- C4-5 - SWPPP SHEETS

FLASHING BY DESIGN
NORTH BRANCH, MN

REVISIONS	BY		DESCRIPTION
	NO.	DATE	



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 MINN.SOTA.

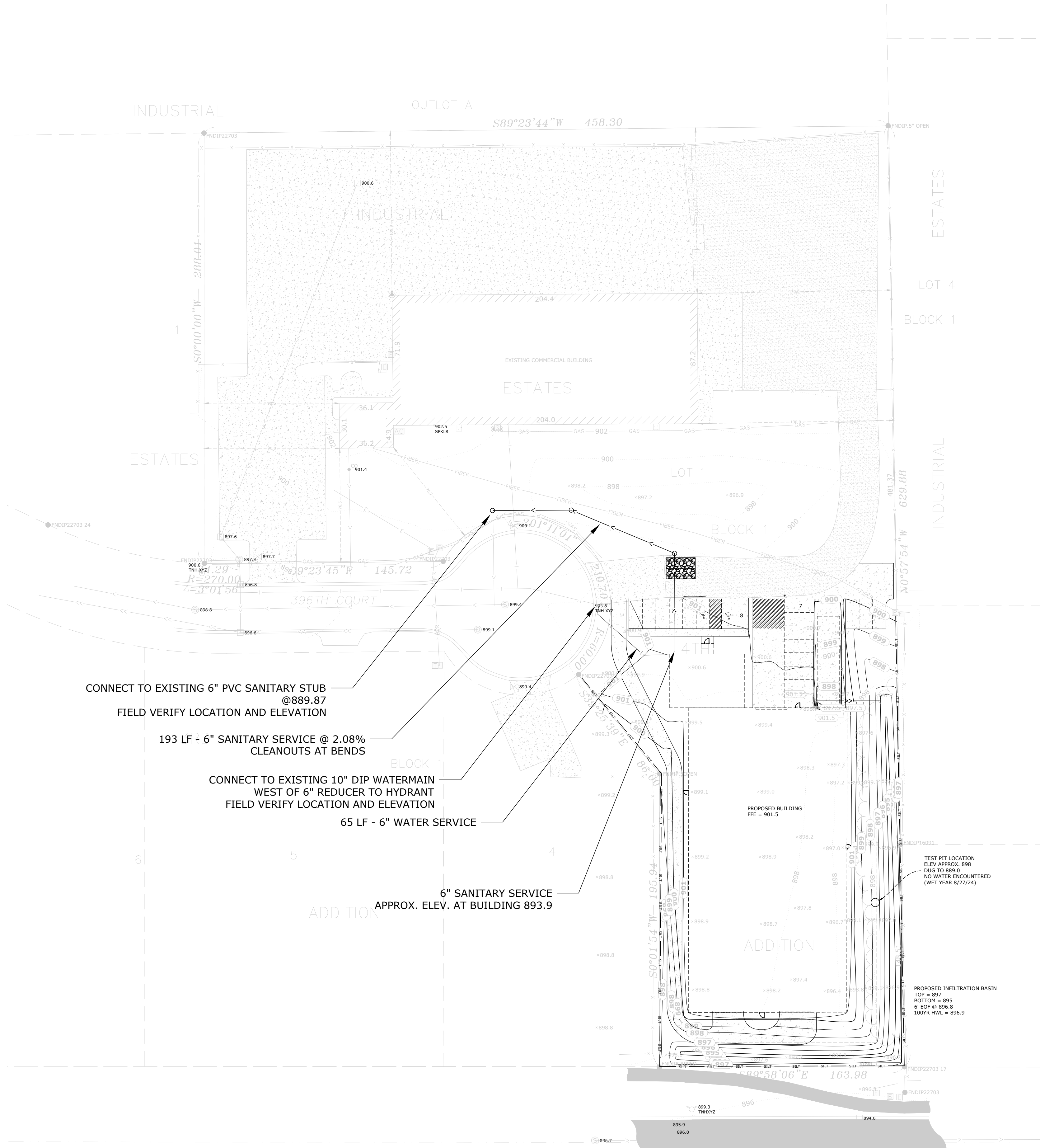
SITE AND UTILITY PLAN

[illegible]

	DENOTES FENCE
	DENOTES EXISTING CONTOURS
	DENOTES TREE LINE
	DENOTES EXISTING SANITARY SEWER
	DENOTES EXISTING STORM SEWER
	DENOTES EXISTING WATER MAIN
	DENOTES UNDERGROUND ELECTRIC LINE
	DENOTES UNDERGROUND GAS LINE
	DENOTES UNDERGROUND FIBER OPTIC LINE
	DENOTES BITUMINOUS SURFACE
	DENOTES CONCRETE SURFACE
	DENOTES GRAVEL SURFACE

- DENOTES IRON MONUMENT FOUND AS LABELED
- ☼ DENOTES AIR CONDITIONING UNIT
- ⊙ DENOTES BOLLARD
- DENOTES CATCH BASIN
- ⊙^{CO} DENOTES CLEAN OUT
- DENOTES ELECTRICAL BOX
- x 952.3 DENOTES EXISTING SPOT ELEVATION
- DENOTES FIBER OPTIC BOX
- DENOTES GAS METER
- ⊙ DENOTES HYDRANT
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊙ DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDESTAL
- ⊙ DENOTES WATER VALVE

1. ALL EXISTING UTILITIES MUST BE FIELD VERIFIED (SEE GSOC NOTE BELOW). CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.
2. CONTRACTOR TO CONTACT ENGINEER IMMEDIATELY IF THERE ARE EXISTING DISCREPANCIES OR VARIATIONS FROM THE PLAN
3. PROPOSED SANITARY SERVICE IS 6" PVC SCH40
4. PROPOSED WATER SERVICE IS 6" C900 PVC
5. ALL UTILITIES AND PLUMBING TO BE COMPLETED PER CITY CODE AND LATEST MINNESOTA PLUMBING CODE.
6. CONTRACTOR SHALL COORDINATE ALL WORK WITH PUBLIC AND PRIVATE UTILITY COMPANIES.
7. UTILITIES ON PLAN ARE SHOWN WITHIN 5' OF THE BUILDINGS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS ACCORDINGLY.
8. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT GOPHER STATE ONE CALL FOR UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR EXCAVATION.
9. CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES DAMAGED DURING CONSTRUCTION.
10. MINIMUM OF 7 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN AND WATER SERVICES, UNLESS OTHERWISE NOTED. NO MORE THAN 10' MAX WITH APPROVAL FROM CITY WATER DEPARTMENT. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. WATERMAIN AT EXTRA DEPTH IS INCIDENTAL.
11. ALL CONSTRUCTION TO BE PER LATEST CITY OF NORTH BRANCH STANDARD DETAILS AND SPECIFICATIONS.
12. CONTRACTOR TO OBTAIN ALL UTILITY CONNECTION PERMITS FROM THE CITY OF NORTH BRANCH PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING CONSTRUCTION.



SILT SILT SILT SILT FENCE

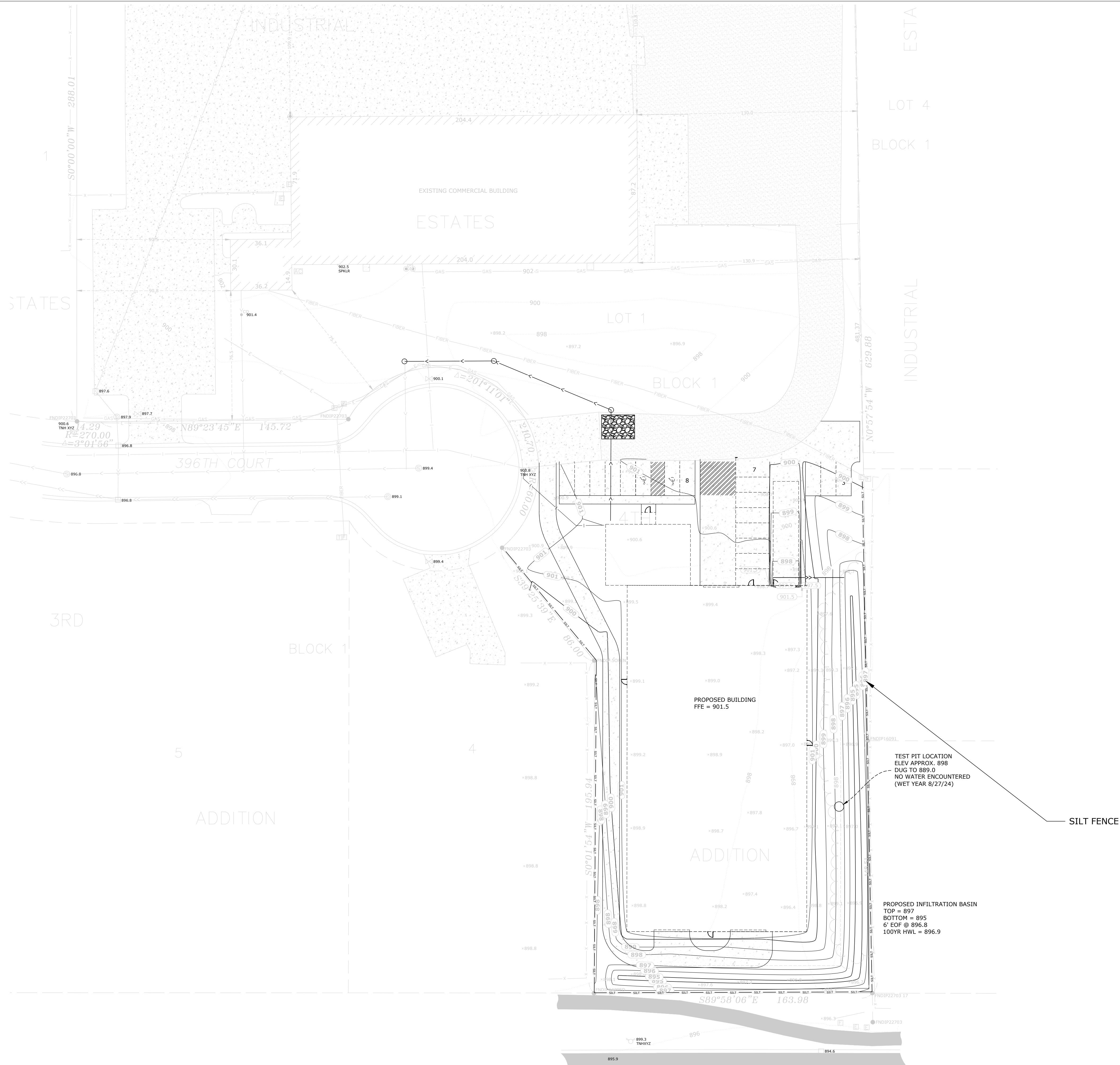
TEMP. CONSTRUCTION EXIT

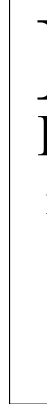
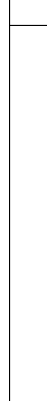
DRAINAGE DIRECTION ARROW

INLET PROTECTION

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY THE FIELD LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT (651) 454-0002.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 2 FOOT INTERVALS (TOPOGRAPHIC/SURVEY SHOT-BASED SURFACE), PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
5. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
6. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED/GRAVEL AREAS.
7. TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS, IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT TO THE OWNER FOR REVIEW.
8. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
9. ALL PROPOSED SPOT ELEVATIONS ARE FLOWLINE UNLESS OTHERWISE NOTED.

1. ALL DISTURBED AREAS TO BE SEEDDED AND MULCHED. 4IN MIN TOPSOIL, EXCEPT IN RIGHT OF WAY. RIGHT OF WAY TO BE SODDED.
2. MULCH TYPE 1 (DISK ANCHORED) IN DISTURBED AREAS
3. SEED MNDOT TYPE 35-221, AT A RATE OF 36.5 LB/AC
4. ALL SLOPES STEEPER THAN 4:1, SHALL BE RESTORED WITH SEED AND PROTECTED WITH EROSION CONTROL BLANKET PER MNDOT SPEC. 3885.1 OR SODDED AND STAKED.



 BLOCH ENGINEERING BLOCH ENGINEERING, PLLC blochengineering.com 32210 XEON ST NW CAMBRIDGE, MN 55008 krystle@blochengineering.com		JOB NO. 24-14																																													
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.		PRELIMINARY KRISTLE L. BLOCH 9-4-2024 DATE 49893 LIC. NO.																																													
FLASHING BY DESIGN NORTH BRANCH, MN		GRADING AND E.C. PLAN																																													
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DATE	BY	DESCRIPTION																																									 1 inch = 40 feet 0 40 80 Scale in Feet	
NO.	DATE	BY	DESCRIPTION																																												
C3																																															

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PROJECT DESCRIPTION:

This proposed site plan consists of the new construction of a building and corresponding walkways to entrances. This will include regrading. The total area of construction and grading will be approximately 1.4 acres.

The new building and drive/parking runoff will flow to the proposed infiltration area on the property.

SWPPP IMPLEMENTATION

The Contractor is responsible for implementation of the SWPPP and the installation, inspection, and maintenance of the erosion prevention and sediment control BMPs before and during construction. The Contractor will have an Erosion Control Supervisor who is responsible for coordinating the erosion prevention and sediment control BMPs. Spectrum High School is responsible for long term operation and maintenance of the permanent storm water management system.

PROJECT CONTACT IMPLEMENTATION/MAINTENANCE:

Erosion and Sediment Control, BMP Inspection Performed By:
XXXX

Long Term Pond Maintenance Provided By:
Spectrum High School

TIMING OF BMP INSTALLATION

The erosion prevention and sediment control BMPs shall be installed as necessary to minimize erosion from disturbed surfaces and capture sediment on site.

1. Erosion and sediment control BMPs must be installed prior to the start of construction.
2. Where applicable, disturbed areas will immediately be temporarily stabilized prior to permanent turf establishment whenever construction ceases for 7 days, with special consideration of areas within 200 feet continuous positive slope of a surface water.
3. Temporary or permanent energy dissipation shall be placed at pipe outlets within 24 hours after connection to a surface water.
4. Temporary stabilization of stockpiles must be initiated immediately to limit soil erosion whenever any construction activity has permanently ceased on any portion of the site and will not resume for a period exceeding 7 calendar days.
5. Planned slopes of 1:3 (V:H) or steeper and greater than 75 ft. in length will be temporarily or permanently stabilized in increments not to exceed 75 ft., prior to constructing or disturbing a new increment.
6. BMPs must remain in place until final stabilization is achieved and permit NOT has been submitted to the MPCA.
7. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
8. Developer/Contractor is responsible for removal of silt fence upon turf establishment.
9. Seeding of site shall be completed within two weeks of grading completion.

CALCULATIONS:

Total Area of Grading = 1.4 Acres
Total Existing Impervious = 90068 Square Feet
Total New Impervious = 35550 Square Feet

WATER QUALITY VOLUME (TOTAL)= (1")(1'/12")(35550 SF) = 2963 CF

SOIL TYPES:

Majority A Soils

EROSION CONTROL QUANTITIES:

EROSION CONTROL QUANTITIES		
	UNIT	QUANTITY
SILT FENCE	LF	330
TEMP. CONSTRUCTION EXIT	EACH	1

CONSTRUCTION SEQUENCE:

Construction to begin fall 2024. Silt fence around where specified and Rock entrances to be installed before any of the following scheduled events take place. Existing structures shall also be protected from sediment from the start of construction.

1. Grading
2. Building/Pad prep and construction
3. Infiltration pond final grading

Construction completion expected Spring 2025. All temporary erosion control measures will be removed and disposed of according to MPCA requirements. Final stabilization will be established.

If construction is not completed before winter, stockpiles and any slopes must be stabilized with appropriate BMPs (mulch, seed, erosion control blanket) as applicable to avoid erosion in the following spring season.

See NPDES CWS Permit Part 11 for inspection frequency adjustments throughout the course of scheduled construction.

IMPAIRED AND SPECIAL WATERS

Special or impaired waters within 1 mile of this site include the Sunrise River, Beaver Creek, Trout Stream and Trout Stream Tributary. BMPs found in NPDES CWS Permit 23.9, 23.10, and 23.11 must be incorporated.

KARST AREA PROTECTION:

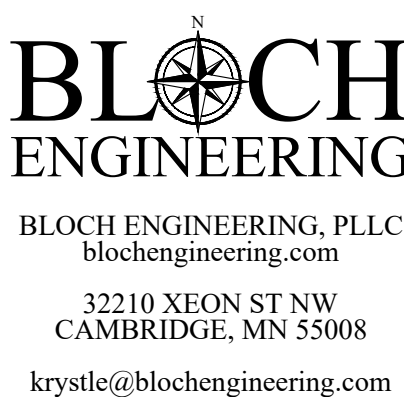
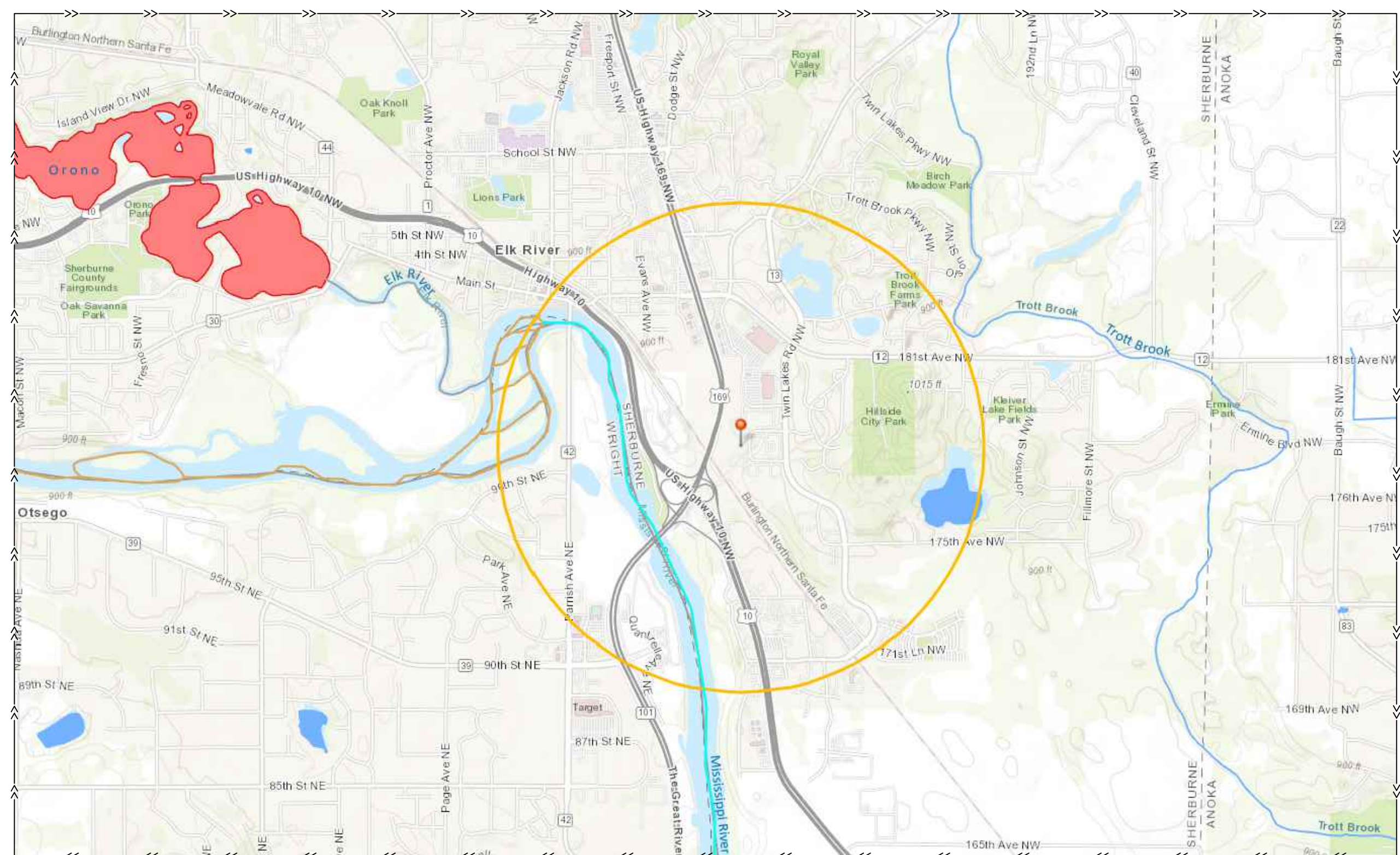
There is no active Karst in this site.

CALCAREOUS FENS:

No calcareous Fen sites exist on this project.

MITIGATION DUE TO REVIEWS:

There are no stormwater mitigation measures proposed as part of environmental, endangered species, archaeological or other required local, state or federal reviews conducted for the project.



JOB NO. 24-14

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.

PRELIMINARY	
KRYSTLE L. BLOCH	
9-4-2024	49893
DATE	LIC. NO.

FLASHING BY DESIGN
NORTH BRANCH, MN

SWPPP

[illegible]

C4

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

CONSTRUCTION NOTES:

Construction shall be in accordance with the MPCA NPDES General Stormwater Permit for construction activity, plans, Mn/DOT Spec. Book, Standard Specifications for Construction and the special provisions.

The Contractor shall maintain a stockpile of erosion control devices at all times for immediate usage.

The Contractor shall keep the inspection and maintenance log.

See permit Part 20 for SWPPP record retention requirements. SWPPP must be kept on site during construction by permittee who has operational control of that portion of the site.

In the event of accidental sediment or pollutant discharge, the City, MPCA local contact and/or State Duty Officer shall be notified. The MPCA State Duty Officer can be reached at (800) 422-0798.

TRAINING REQUIREMENTS:

1. The Permittee(s) shall ensure the individuals identified in this part have been trained in accordance with the NPDES CSW Permit's training requirements. The Permittee(s) shall ensure the training is recorded in or with the SWPPP before the start of construction or as soon as the personnel for the project have been determined.
 - a. Who must be trained:
 - i. Individual(s) preparing the SWPPP for the project.
 - ii. Individual(s) overseeing implementation of, revising, and amending the SWPPP and individual(s) performing inspections. One of these individual(s) must be available for an on site inspection within 72 hours upon request by the MPCA.
 - iii. Individual(s) performing or supervising the installation, maintenance, and repair of BMPs. At least one individual on a project must be trained in these job duties.
 - b. Training content. The content and extent of training must be commensurate with the individual's job duties and responsibilities with regard to activities covered under this permit for the project. At least one individual present on the permitted project site (or available to the project site in 72 hours) must be trained in the job duties described in Permit Part 20.
 - c. Training documentation:
 - i. Documentation must be recorded with the SWPPP prior to the start of construction.
 - ii. Names of the personnel associated with this project that are required to be trained per Part III.F of this permit.
 - iii. Dates of training and name of instructor(s) and entity providing training.
 - iv. Content of training course or workshop (including number of hours of training).
 - d. The Permittee(s) shall ensure that the individuals are trained by local, state, federal agencies, professional organizations, or other entities with expertise in erosion prevention, sediment control or permanent stormwater management such as the University of Minnesota, Minnesota Erosion Control Association, Soil and Water Conservation Districts or the MPCA.

EROSION PREVENTION MEASURES:

1. Temporary or permanent stabilization of exposed soils, including stockpiles, shall be initiated immediately to limit soil erosion whenever any construction activity has temporarily or permanently ceased on that portion of the site and will not resume for a period exceeding 7 calendar days. (Permit Part 8.4 and 23.9).
2. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water for any portion of the construction site, within 200 lineal feet, must be completed within 24 hours after connecting to a surface water or property edge. Mulch, hydromulch, tackifier, polyacrylamide, or similar practice is not acceptable stabilization in any part of a drainage ditch or swale with continuous slop greater than 2%. (Permit Part 8.6-8.8).
3. Use check dams along length of conveyance channels. (Permit Part 8.7).
4. Temporary or permanent energy dissipation devices must be installed at pipe outlets within 24 hours after connection to a surface water.
5. Temporary or permanent ditches or swales that are being used as a sediment containment system during construction must be stabilized within 24 hours after no longer being used as a sediment containment system.

SEDIMENT CONTROL MEASURES:

1. In order to maintain sheet flow and minimize rills and/or gullies, there shall be no unbroken slope length of greater than 75 feet for slopes with a grade of 1:3 or steeper.
2. Sediment control practices must be established on all down gradient perimeters and upgradient of any buffer zones. These practices shall remain in place until final stabilization has been achieved and the Permit NOT form has been submitted to the MPCA.
3. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
4. Vehicle tracking of sediment from the construction site (or onto streets within the site) must be minimized by Best Management Practices (BMPs) such as stone pads, concrete or steel wash racks, or equivalent systems. Tracked sediment onto paved surfaces must be removed daily, at minimum.
5. Per Part 9.3, if down gradient sediment controls are overloaded, additional upgradient sediment control practices or redundant BMPs to eliminate overloading must be installed, and the SWPPP must be amended.
6. See permit 9.6 and Part 11 for instructions on re-installation of sediment control practices after they've been adjusted.
7. See permit Part 9.7 and 9.8 for instructions on the removal of storm drain inlet protection BMPs.
8. Direct discharges from BMPs to vegetated areas, unless infeasible.

DEWATERING AND BASIN DRAINING:

1. If dewatering is required on the site, there must be a plan in place to prevent nuisance conditions, erosion and inundation of wetlands.
2. If using filters with backwash water, backwash water must be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into the site in a manner that does not erode into runoff.

THE DESCRIPTION OF INSPECTIONS AND MAINTENANCE:

1. The Permittee(s) (either the owner or operator, whoever is identified in the SWPPP) must routinely inspect the entire construction site at least once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.

INSPECTION AND MAINTENANCE REQUIREMENTS MUST INCLUDE:

- Date and time of inspections. All inspections and maintenance conducted during construction shall be recorded within 24 hours in writing and these records must be retained in the SWPPP
- Name of person(s) conducting inspections.
- Findings of inspections, including specific locations where there are recommendations for corrective actions.
- Corrective actions taken (including dates, times, and party completing maintenance activities).
- Date and amount of all rainfall events greater than 1/2 inch (0.5 inches) in 24 hours. Rainfall amounts must be obtained by a properly maintained rain gauge onsite, a weather station within 1 mile of the project location, or a weather reporting system that provides site specific rainfall data from radar summaries.
- See permit Part 6.1-6.4 for amendments to SWPPP.
- Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces within 24 hours of discovery (NPDES CSW Permit Part 9.12).
- Infiltration and Bioretention facility must be inspected for sedimentation.
- Discharges discovered during inspections shall be documented per NPDES CSW Permit part 11.11.f

MAINTENANCE PERFORMANCE:

1. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access unless another time frame is specified that is not less restrictive than permit requirements. See permit Part 11.4 for specific requirements.
2. Perimeter control devices must be repaired, replaced, or supplemented when nonfunctional or sediment reaches on-half the height of the device.
3. Temporary and permanent sediment basins must be drained and sediment removed when the depth of sediment collected reaches on-half storage volume
4. All sediment deposits and deltas must be removed from surface waters (including drainage ways, catch basins, and other drainage systems) and the removal areas restabilized within 7 days.
5. Permanent stormwater treatment BMPs must be inspected and maintained per NPDES CSW Permit 11.3

POLLUTION PREVENTION MANAGEMENT:

1. Solid Waste: Sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be properly collected, stored, and disposed of in accordance with Minn. R.ch.7035. This includes any materials used for erosion control.
2. Hazardous and Toxic Materials: Includes, but is not limited to: Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in accordance with Minn.R.Ch.7045
3. External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of.
4. No engine degreasing is allowed on site.
5. Concrete washout onsite: All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
6. Building products that have the potential to leach pollutants must be under cover. (NPDES CSW Permit Part 12.2)
7. Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscaped materials must be under cover. (NPDES Permit Part 12.3).
8. Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn.R.ch.7041. (NPDES CSW Permit Part 12.6)
9. Spill Prevention and Response Requirements: Adequate supplies must be available at all times to clean up discharged materials and an appropriate method must be available for recovered spilled materials. Spills must be reported and cleaned up immediately as required by Minn. Stat. 115.061 using dry cleanup measures where possible.

FINAL STABILIZATION:

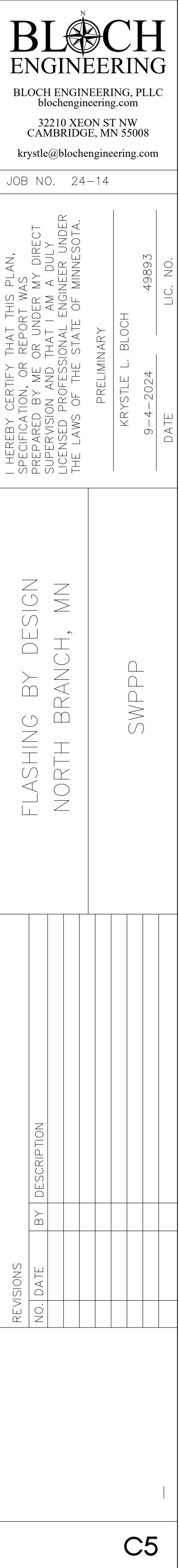
1. Permanent stabilization of exposed soils, including stockpiles, shall be initiated immediately to limit soil erosion whenever any construction activity has permanently ceased on any portion of the site and will not resume for a period exceeding 7 calendar days.
2. The permanent stormwater treatment system must be constructed, meet all requirements, and operating as designed.
3. All sediment must be removed from permanent stormwater management system and conveyance systems.
4. All temporary synthetic erosion prevention and sediment control BMPs must be removed.
5. See Landscape sheets for turf establishment.
6. Final stabilization is achieved by a uniform perennial vegetative cover with a density of 70% of expected growth over the entire pervious area.

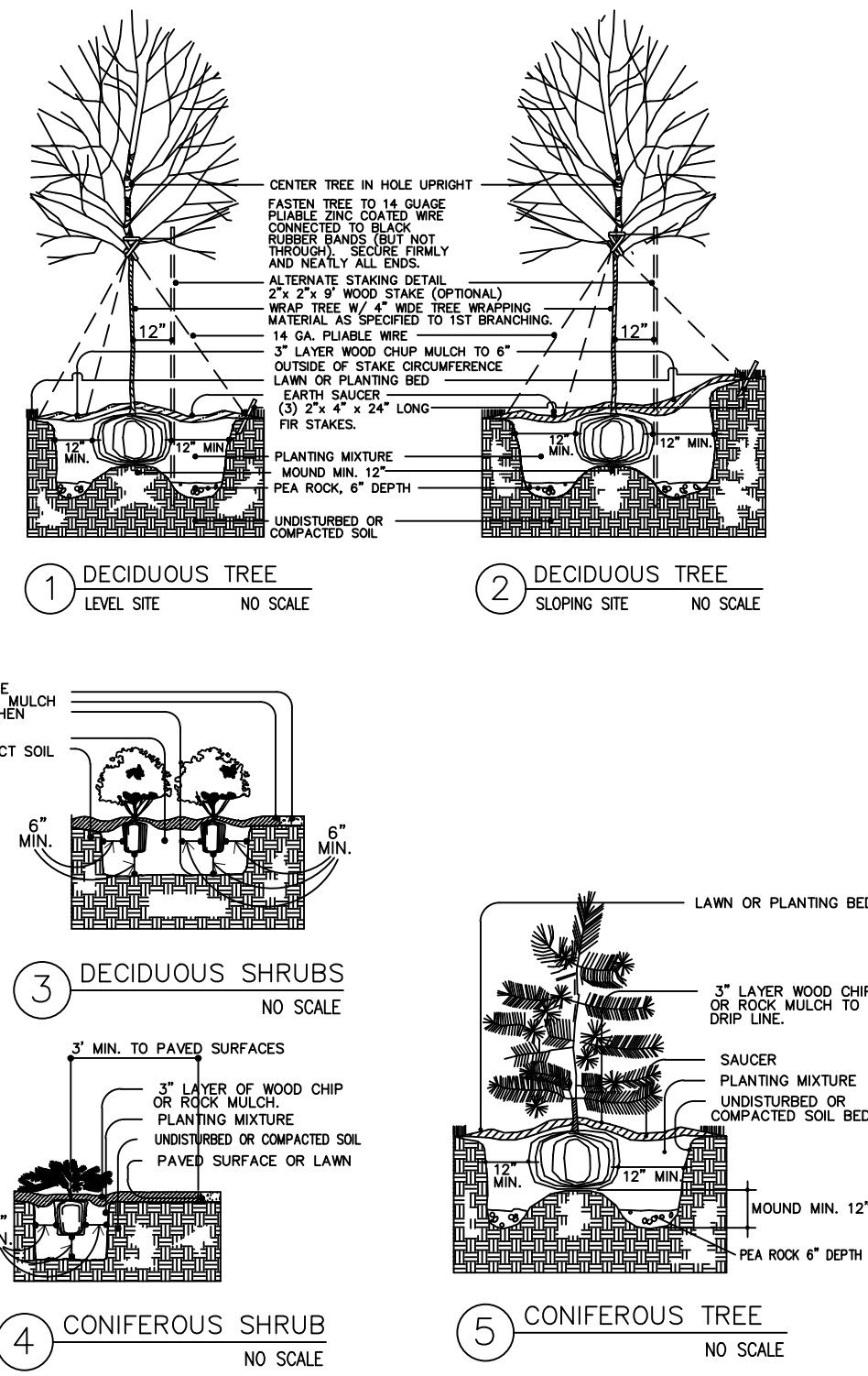
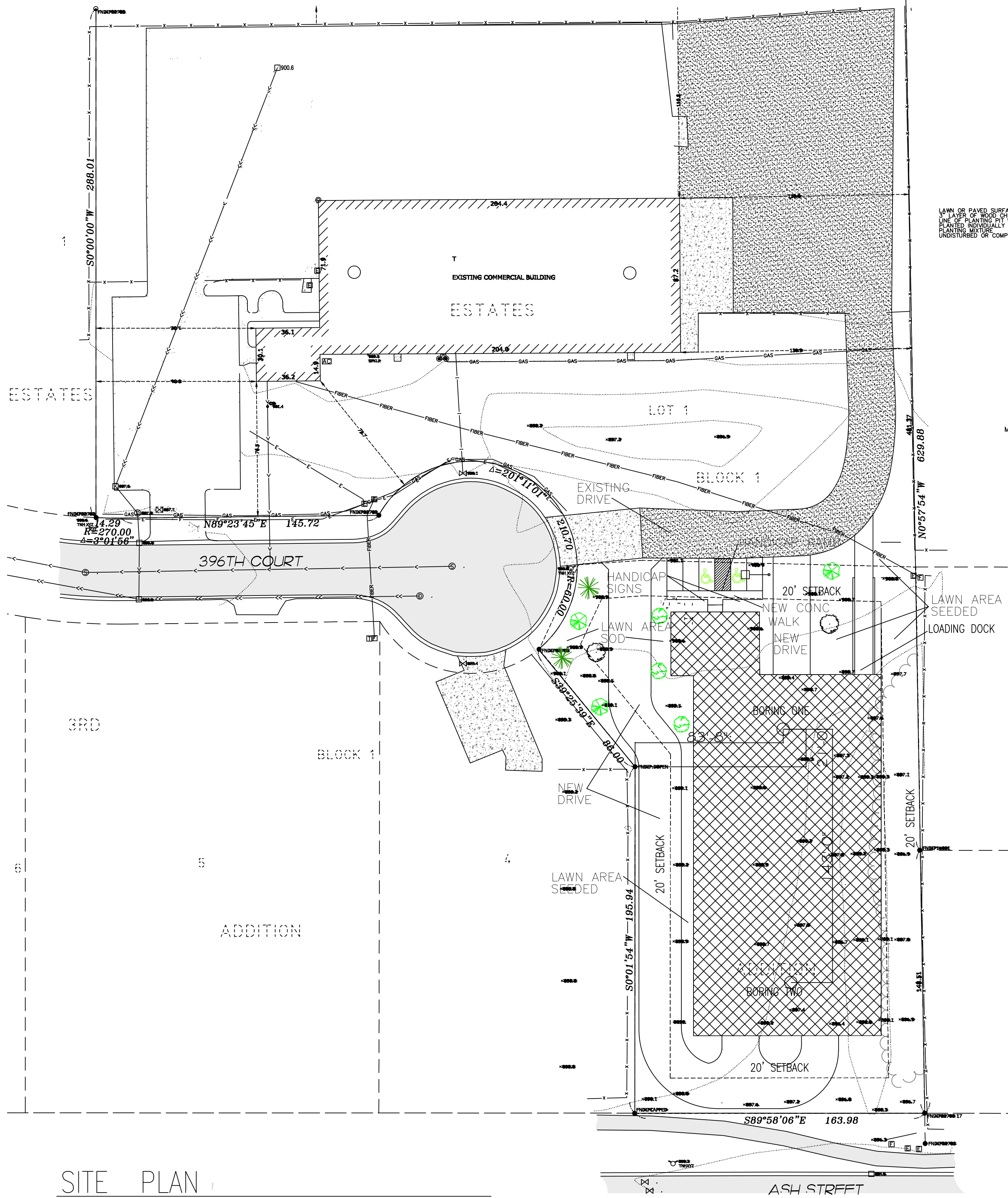
DISCHARGE TO WETLANDS:

2. If there is a wetland impact caused by filling, draining, excavation or inundation, how has that impact been addressed by permits or other approvals from an official statewide program (U.S. Army Corps of Engineers 404 program, Minnesota Department of Natural Resources, or the State of Minnesota Wetland Conservation Act)? If the impact is considered exempted or non jurisdictional by these programs, how is the impact in conformance with the sequence mitigation requirements of MPCA water quality standards in MN Rule 7050.0186
<<https://www.revisor.leg.state.mn.us/rules/?id=7050.0186>>

MISCELLANEOUS:

1. Conventional erosion and sediment control to be used. If neccessary to use chemical treatment, permittee must follow guidelines as stated in NPDES Permit Part 9.18
2. No Site assessment for groundwater or soil contamination required.





GENERAL NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.
- ALL ROUGH AN FINISH GRADING TO BE DONE BY OTHERS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN IMMEDIATE AREA.
- IT IS THE RESPONSIBILITY OF THE OWNER & 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 CONTAINER MATERIAL TO BE GROWN IN CONTAINER A MINIMUM OF 6 MONTHS.
- ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSESMEN.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
- GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FOR DECIDUOUS TREES UP TO 3-1/2" CAL. & CONIFERS UP TO 11" HT. (LARGER SIZES WILL BE GUARANTEED FOR TWO CALENDAR YEARS FROM TIME OF PROVISIONAL ACCEPTANCE).
- ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT BEFORE THEY ARE INSTALLED.
- CONTRACTOR CAN SUBSTITUTE MACHINE MOVED MATERIAL USING APPROPRIATE SIZE TREE SPACE FOR B & B WITH LANDSCAPE ARCHITECTS APPROVAL.
- LANDSCAPE CONTRACTOR SHALL ENSURE THAT NEW TREES MOVED ONTO THE SITE ARE DUG FROM SIMILAR SITES WHT SIMILAR SOILS TO THE SOILS OF THIS PROJECT (HEAVY TO HEAVY, LIGHT TO LIGHT, HEAVY TO LIGHT SOILS).
- LANDSCAPE CONTRACTOR SHALL PROVIDE PRICE FOR WORK SHOWN WITHIN ALLOWANCE AS SPECIFIED (PROVIDE ALTERNATE LAYOUT IF LAYOUT SHOWN DOES NOT MEET ALLOWANCE).
- EXCAVATION CONTRACTOR TO LOCATE LARGE ROCKS DISCOVERED DURING EXCAVATION TO AREAS AS DIRECTED BY GC.
- LANDSCAPE CONTRACTOR TO PROVIDE PRICE FOR WORK SHOWN WITHIN ALLOWANCE AS SPECIFIED (PROVIDE ALTERNATE LAYOUT IF LAYOUT SHOWN DOES NOT MEET ALLOWANCE).

- 2 BLACK HILLS SPURCE 6" B#B
- 3 AMERICAN RED MAPLE 6'
- 3 AUTUM PURPLE ASH 3" B#B
- 2 ROBINSON CRAB 3" B#B
- LIGHT FIXTURE

NORTH

SITE PLAN
1"=40'-0"

BUILDING CODE

SITE DATA/ BUILDING DATA

CODE USED 2020 IBC
2020 STATE CODE

BUILDING AREA 8000 SF

OCCUPANCY TYPE
OCCUPANCY TYPE S-1 21,624 SF
OCCUPANCY TYPE B 1,828 SF

CONSTRUCTION TYPE
BUILDING TYPE S-1 V-B
BUILDING TYPE B V-B

ALLOWABLE AREA
OCCUPANCY TYPE S-1 12,000 SF
OCCUPANCY TYPE B 9,000 SF

ALLOWABLE AREA INCREASES

INCREASE FOR 4 YARDS 20' OR MORE

$$F=549.6 \quad P=549.6 \quad A_t \quad I_f \quad W=30'$$

$$1 \times .75 = .75 \text{ if } (.75 \times 13,500 = 9,000)$$

$$13,500 + 9,000 = 22,500$$

$$\text{TOTAL ALLOWABE AREA} = 22,500 \text{ SF}$$

SPRINKLERS ARE NOT REQUIRED PER
IBC CODE SECTION 903.2.8, 903.2.8.1,
903.2.10

SHEET INDEX

ARCHITECTURAL

- A1 SITE PLAN AND LANDSCAPE PLAN
- A2 FLOOR PLAN
- A2A OFFICE PLANS, SCHEDULES AND ELEVATIONS
- A3 ELEVATIONS
- A4 CROSS SECTIONS AND DETAILS
- A5 WALL SECTIONS AND DETAILS

STRUCTURAL

- S1 FOUNDATION PLAN
- S2 FRAMING PLAN
- S3 ROOF FRAMING PLAN
- S4 NOTES

COMM NO 2405

DATE 3/14/24

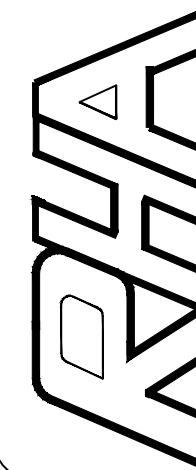
REVISION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
3/14/24
RONALD C. HOMMERDING

PROJECT NAME

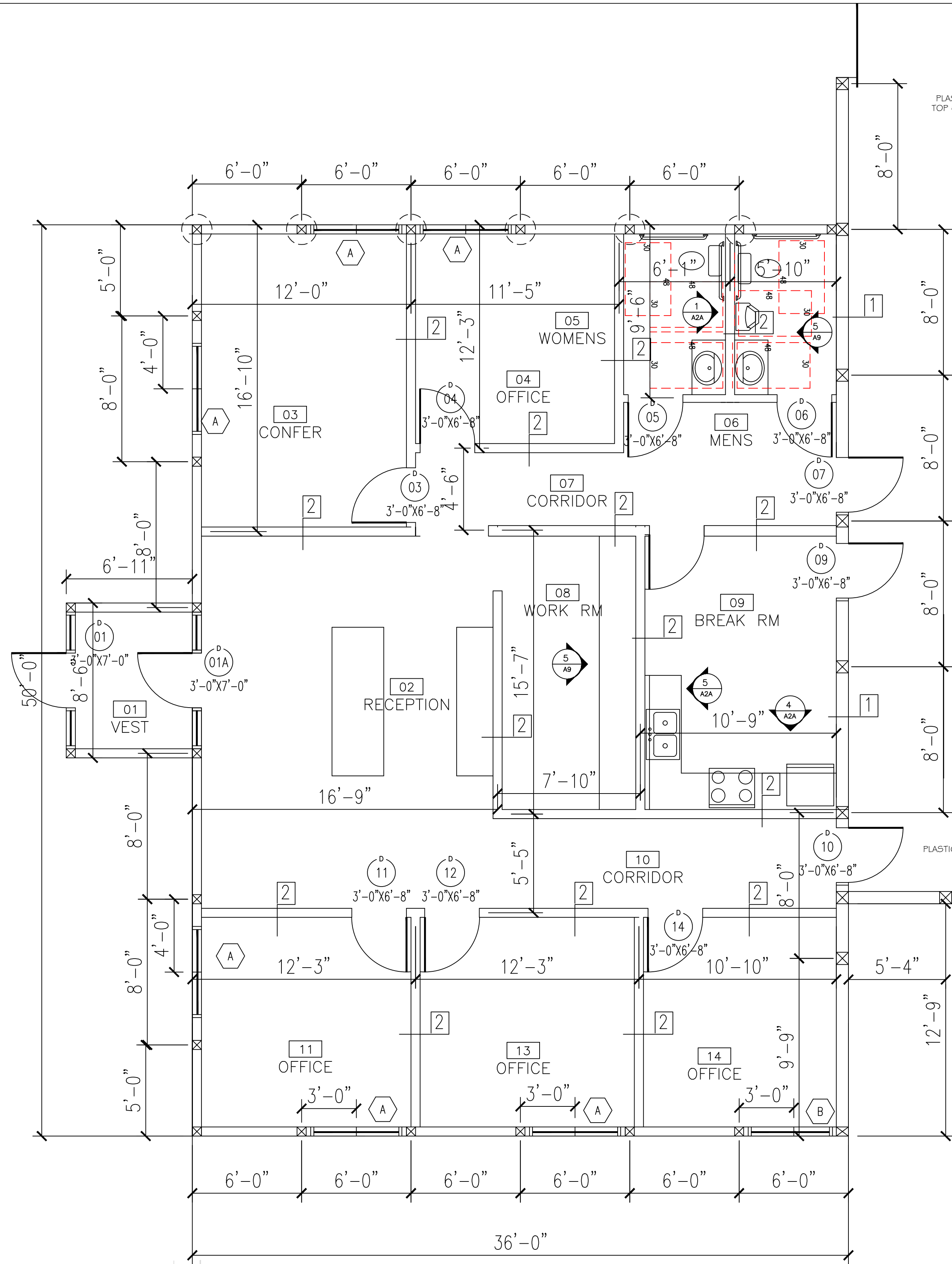
NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

RHA ARCHITECT'S INC.
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA
PHONE 320-267-7115
EMAIL RHA@RHAARCH.COM



SHEET NO.

AI



OFFICE FLOOR PLAN

1/4"=1'-0"

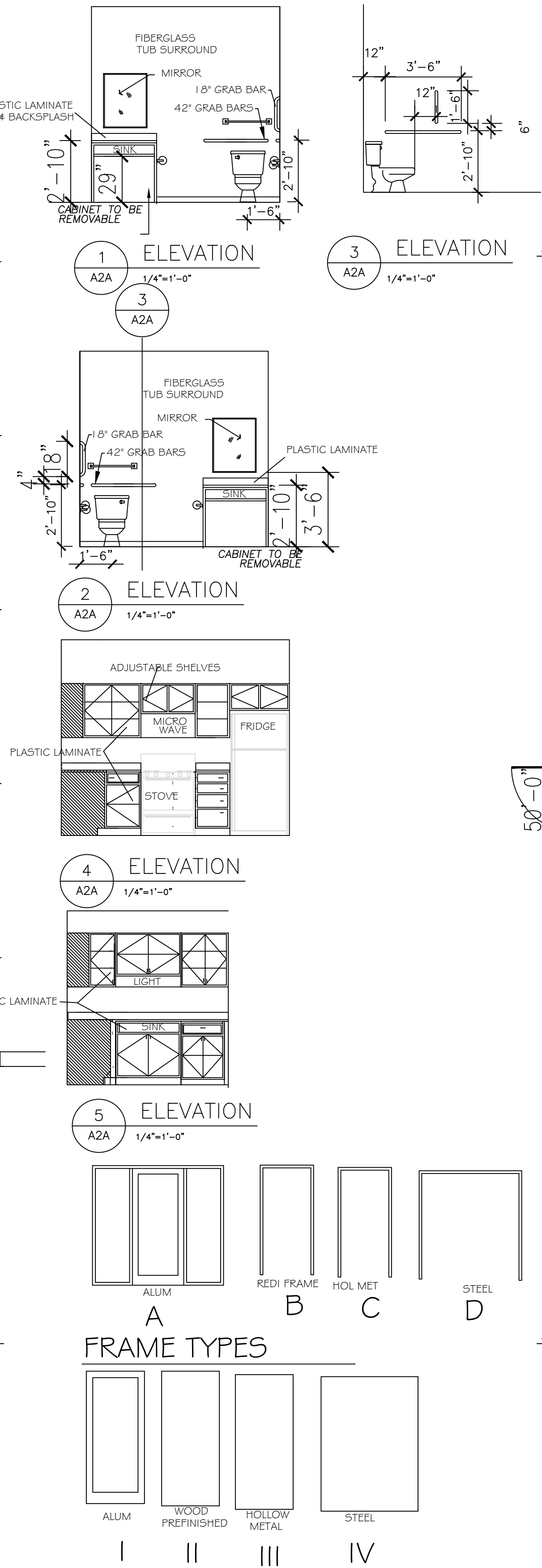
WALL TYPE 1 CORRIDOR WALLS			
WALLS AND INTERIOR PARTITIONS, WOOD FRAMED		1 HOUR FIRE	50 to 54 STC SOUND
GA FILE NO. WP 3241 PROPRIETARY†			
GYPSUM WALLBOARD, RESILIENT CHANNELS, MINERAL FIBER INSULATION, WOOD STUDS			
Resilient channels 24" o.c. attached at right angles to ONE SIDE of 2 x 6 wood studs 16" or 24" o.c. with 1 1/4" Type S drywall screws. One layer 5/8" proprietary type X gypsum wallboard or gypsum veneer base applied parallel to channels with 1" Type S drywall screws 12" o.c. End joints backboxed with resilient channels. 3" mineral fiber insulation, 2.0 or 2.3 pcf, in stud space.			
OPPPOSITE SIDE: one layer 5/8" proprietary type X gypsum wallboard or gypsum veneer base applied at right angles to studs with 1 1/4" Type V drywall screws 12" o.c.			
Vertical joints staggered 48" on opposite sides. Sound tested with studs 16" o.c. and open face of mineral fiber insulation blankets toward resilient channel side of stud space. (CLOAK-BEARING)			
Thickness: 5 3/8"	7 pcf	Based on UL R360-7, 11-12-87; UL R704, 8-18-87; UL R704, 10-24-80; UL Deep U311 Estimated	
Approx. Weight: 7 pcf			
Fire Test: UL Deep U311			
Sound Test:			

WALL TYPE 2 INTERIOR WALLS			
WALLS AND INTERIOR PARTITIONS, WOOD-FRAMED		1 HOUR FIRE	35 to 39 STC SOUND
GA FILE NO. WP 3520 GENERIC			
GYPSUM WALLBOARD, WOOD STUDS			
One layer 5/8" type X plain or predecorated gypsum wallboard applied parallel to each side of 2 x 4 wood studs 24" o.c. with 6d coated nails, 1 7/8" long, 0.0015" shank, 1/4" heads, 1" o.c. at joints and top and bottom plates and 3/8" beads adhesive at intermediate studs.			
Joints staggered 24" on opposite sides. (LOAD-BEARING)			
Thickness: 4 7/8"	4 7/8"	Based on FM WP 90, 8-21-87; G&H NG-248F1, 7-2-85	
Approx. Weight: 7 pcf			
Fire Test: G&H NG-248F1			
Sound Test:			

DOOR SCHEDULE									
NUMBER	SIZE	MATL	TYPE	FRAME MATL	FRAME TYPE	RATING	FINISH	REMARKS	
01	3'-4X7'-0	ALUM	I	ALUM	A		BRONZE	1" INSUL GLASS	
01A	3'-4X7'-0	ALUM	I	ALUM	A		PREFIN		
03	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
04	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
05	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
06	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
07	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
09	3'-0X7'-0	HM	III	HM	C	60 MIN	PAINTED		
10	3'-0X7'-0	HM	III	HM	C	60 MIN	PAINTED		
11	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
12	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
13	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
14	3'-0X6'-8X1 3/4	WD	II	M	B		PREFIN		
15	3'-0X7'-8X1 3/4	HM	III	HM	C		PAINTED	INSULATED	
16	20'-0X14'-0X1 3/4	STL	IV	STL	D		PREFINISHED	INSULATED	
17	8'-0X8'-0X1 3/4	STL	IV	STL	D		PREFINISHED	INSULATED	

ROOM FINISH SCHEDULE					
ROOM	FLOORS	BASE	WALLS	CEILING	REMARKS
VESTIBULE	CER TILE	CER TILE	GBTP	GBTP	
RECEPTION	VINYL PLANK	WD	GBTP	GBTP	-
OFFICE	CARPET	WD	GBTP	GBTP	-
WORK ROOM	VINYL TILE	WD	GBTP	GBTP	-
BREAK ROOM	VINYL TILE	WD	GBTP	GBTP	-
TOILETS	CER TILE	CER TILE	GBTP	GBTP	

WINDOW SCHEDULE			
TYPE	SIZE	DESCRIPTION	REMARKS
A	5'-0X5'-0	VINYL SLIDING	
B	4'-0X5'-0	VINYL SLIDING	-
			-



OFFICE REFLECTED CIELING PLAN

1/4"=1'-0"

COMM NO 2024-2

DATE 3/14/24

REVISION

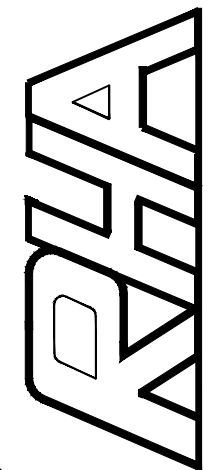
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND SCHEDULES WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL ARCHITECT IN THE STATE OF MINNESOTA.

RONALD C. HOMMERING 1/14/07

PROJECT NAME

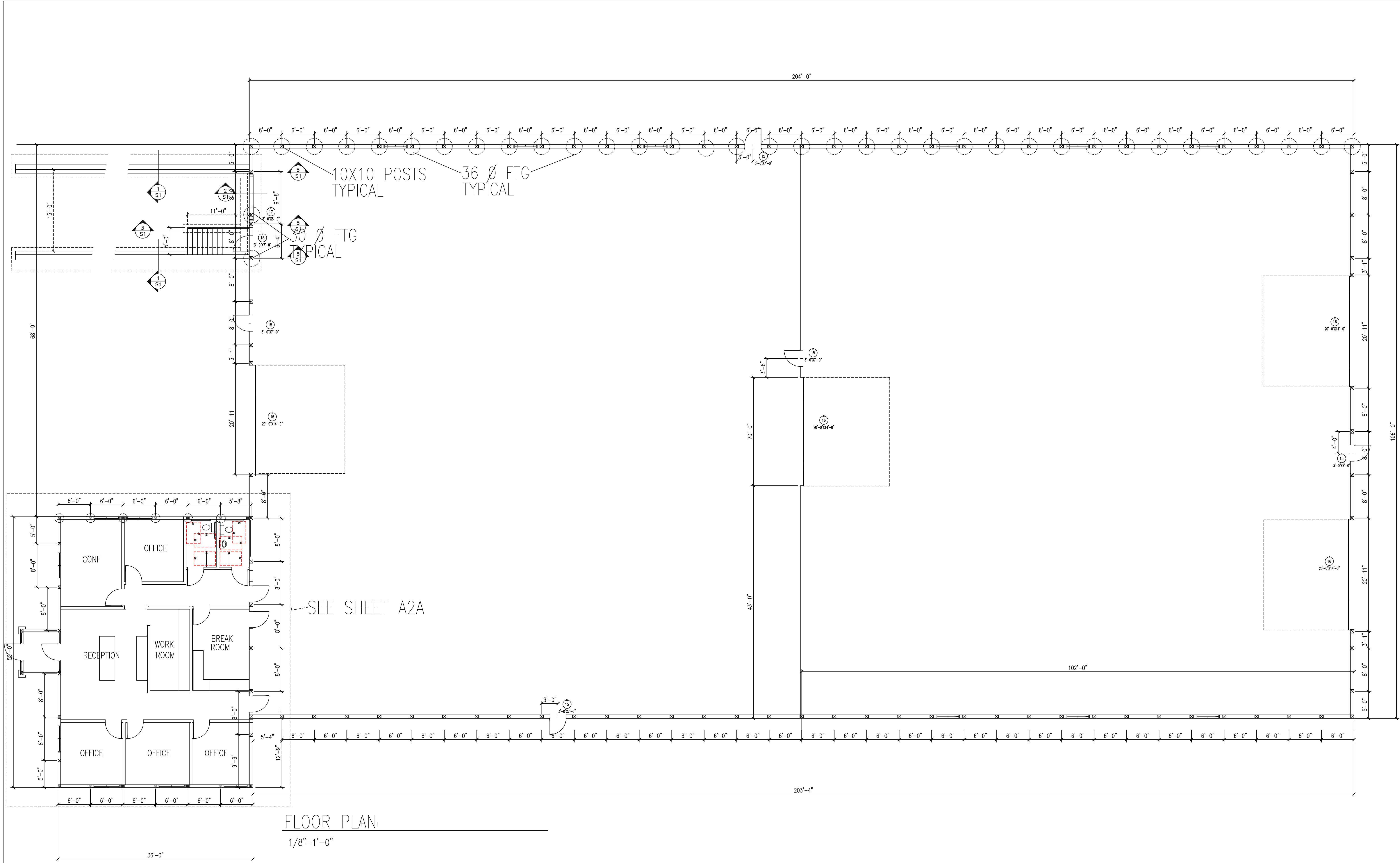
49 UNIT APARTMENT BUILDING
12TH STREET AND CYPRESS AVE
SUPERIOR, WISCONSIN

RHA ARCHITECT'S LLC
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA 56304-0383
PHONE 320-267-7115
FAX 320-267-7116
EMAIL RHA202@AHEAD.COM



SHEET NO.

A2A



FLOOR PLAN

1/8"=1'-0"

COMM NO 2405

DATE 3/14/24

REVISION

I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

RONALD C. HOMMERDING
3/14/24

PROJECT NAME

NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

RHA ARCHITECT'S LLC
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA
PHONE 320-267-7115
EMAIL RHA200@YAHOO.COM

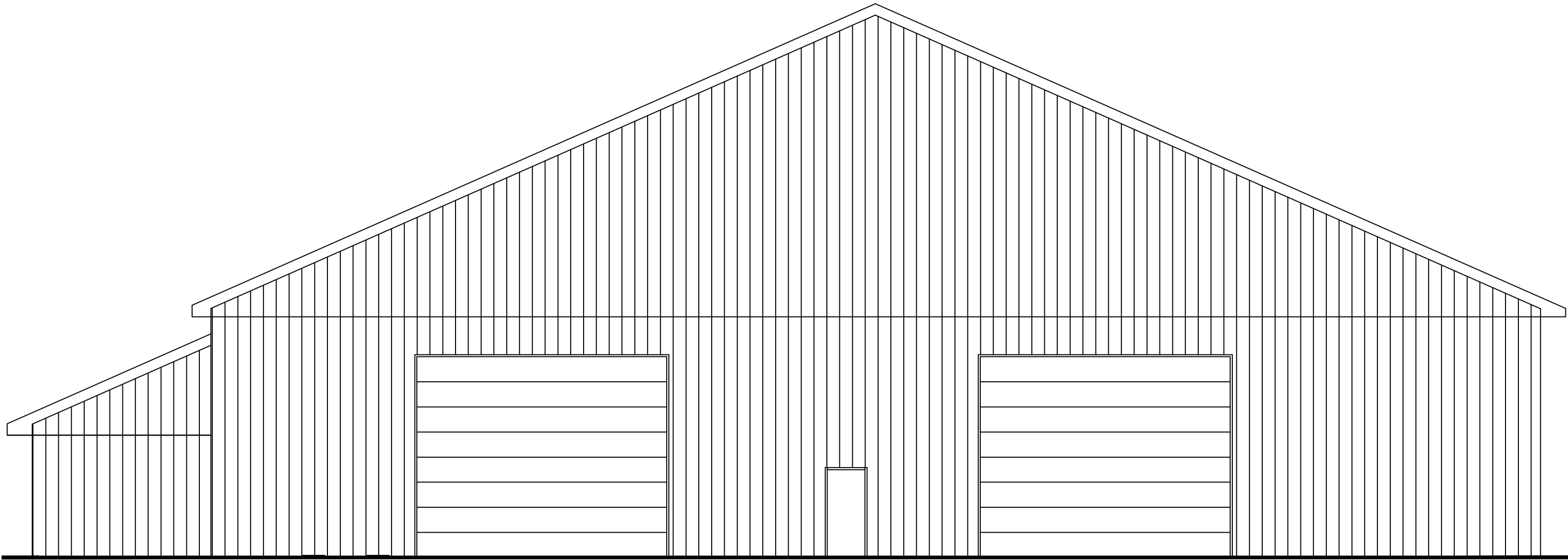
SHEET NO.

A2



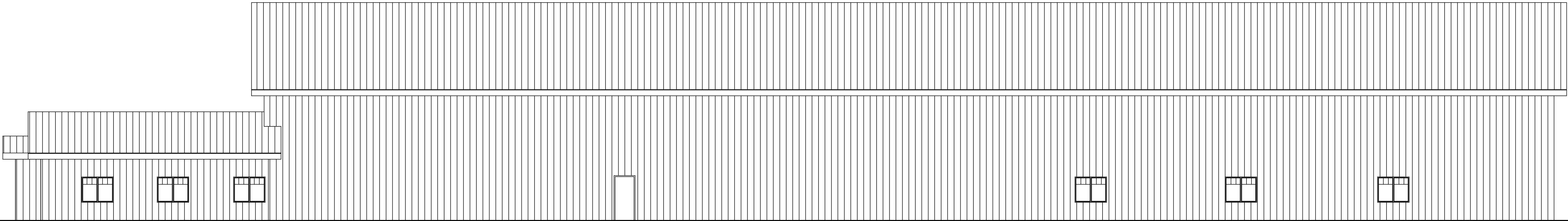
END ELEVATION

1/8"=1'-0"



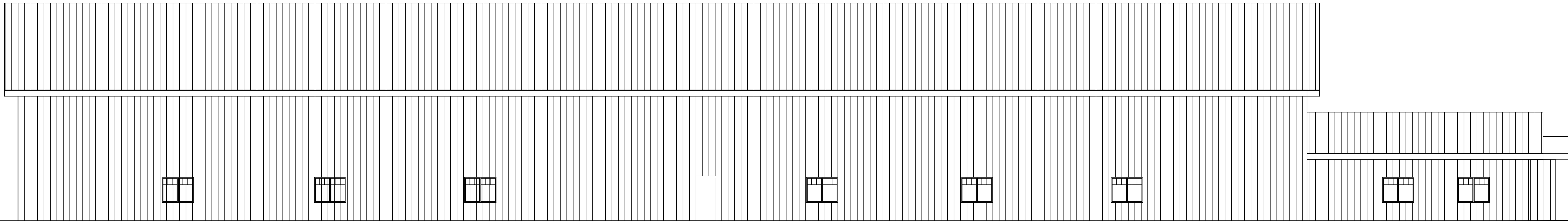
END ELEVATION

1/8"=1'-0"



SIDE ELEVATION

1/8"=1'-0"



SIDE ELEVATION

1/8"=1'-0"

COMM NO 2405

DATE 3/14/24

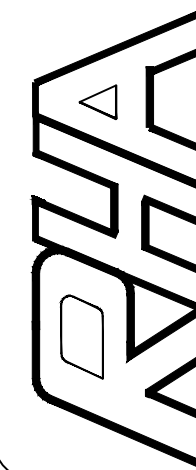
REVISION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
RONALD C HOMMERG 17407
3/14/24

PROJECT NAME

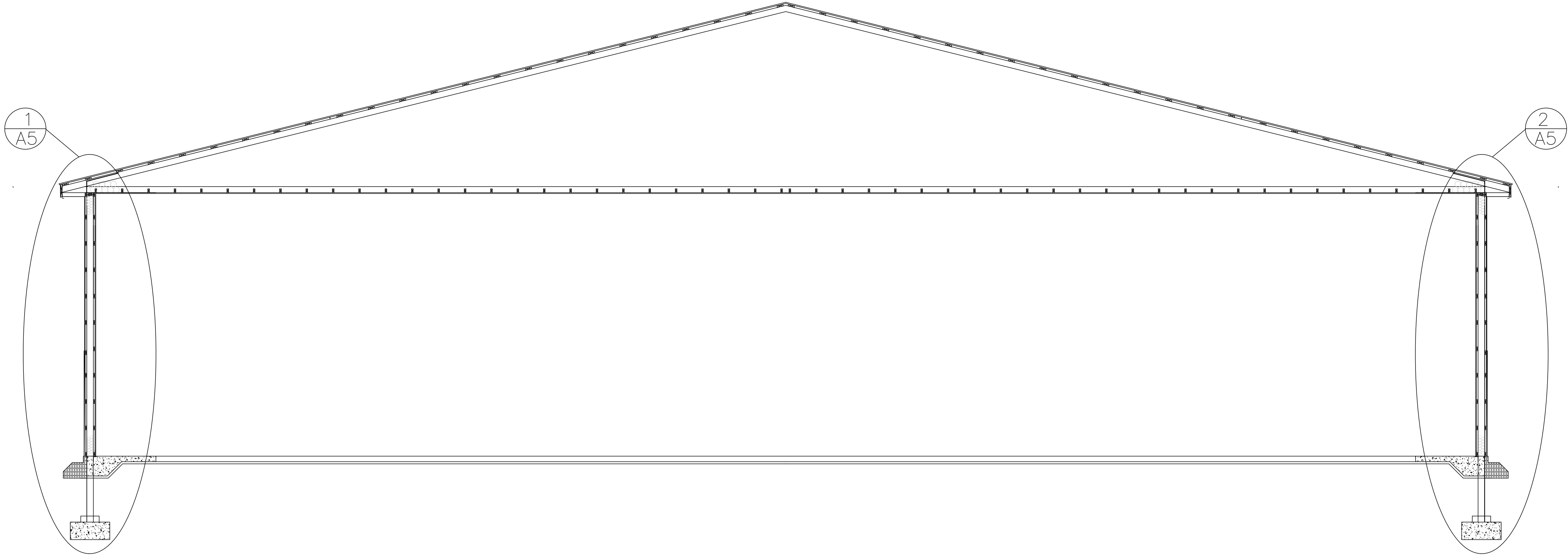
NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

RHA ARCHITECT'S LLC
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383 PHONE 320-267-7115
ST. CLOUD, MINNESOTA EMAIL RHA200@AHEAD.COM



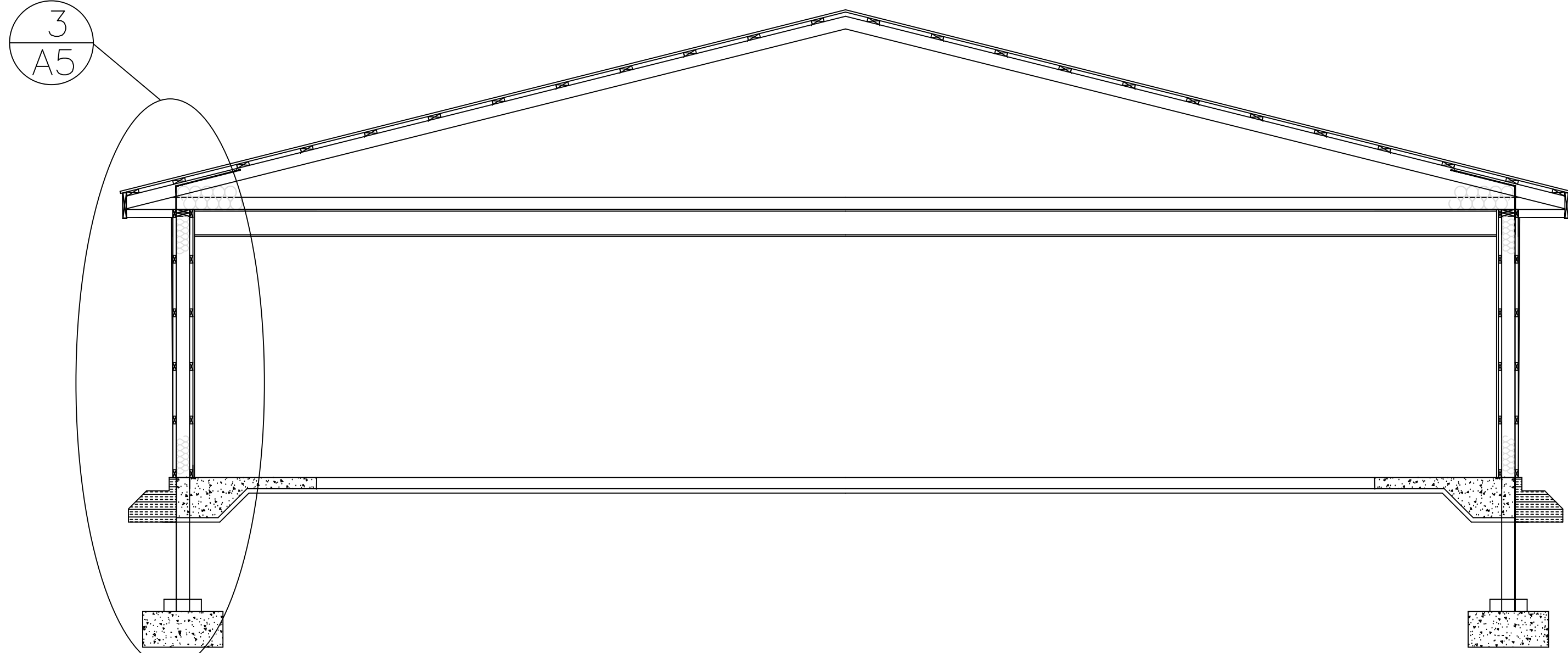
SHEET NO.

A3



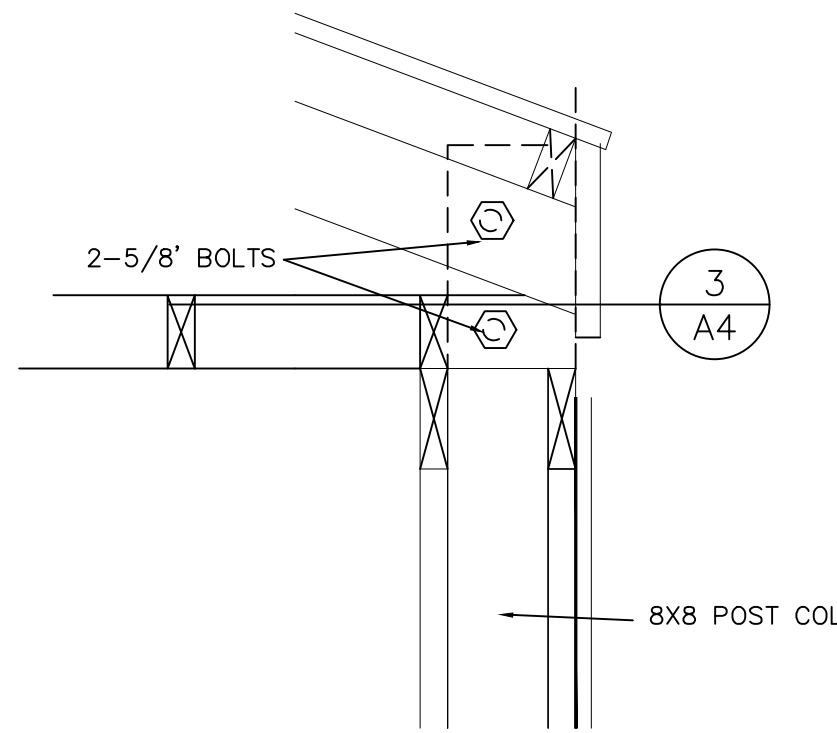
CROSS SECTION

1/A4
1/4"=1'-0"



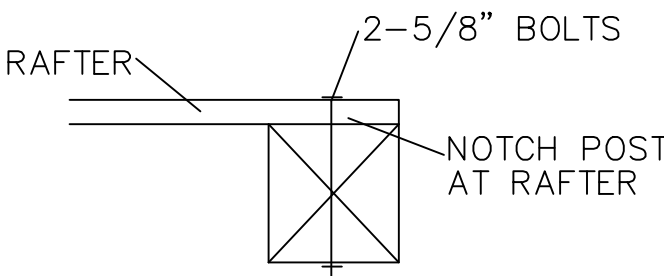
CROSS SECTION

2/A4
1/4"=1'-0"



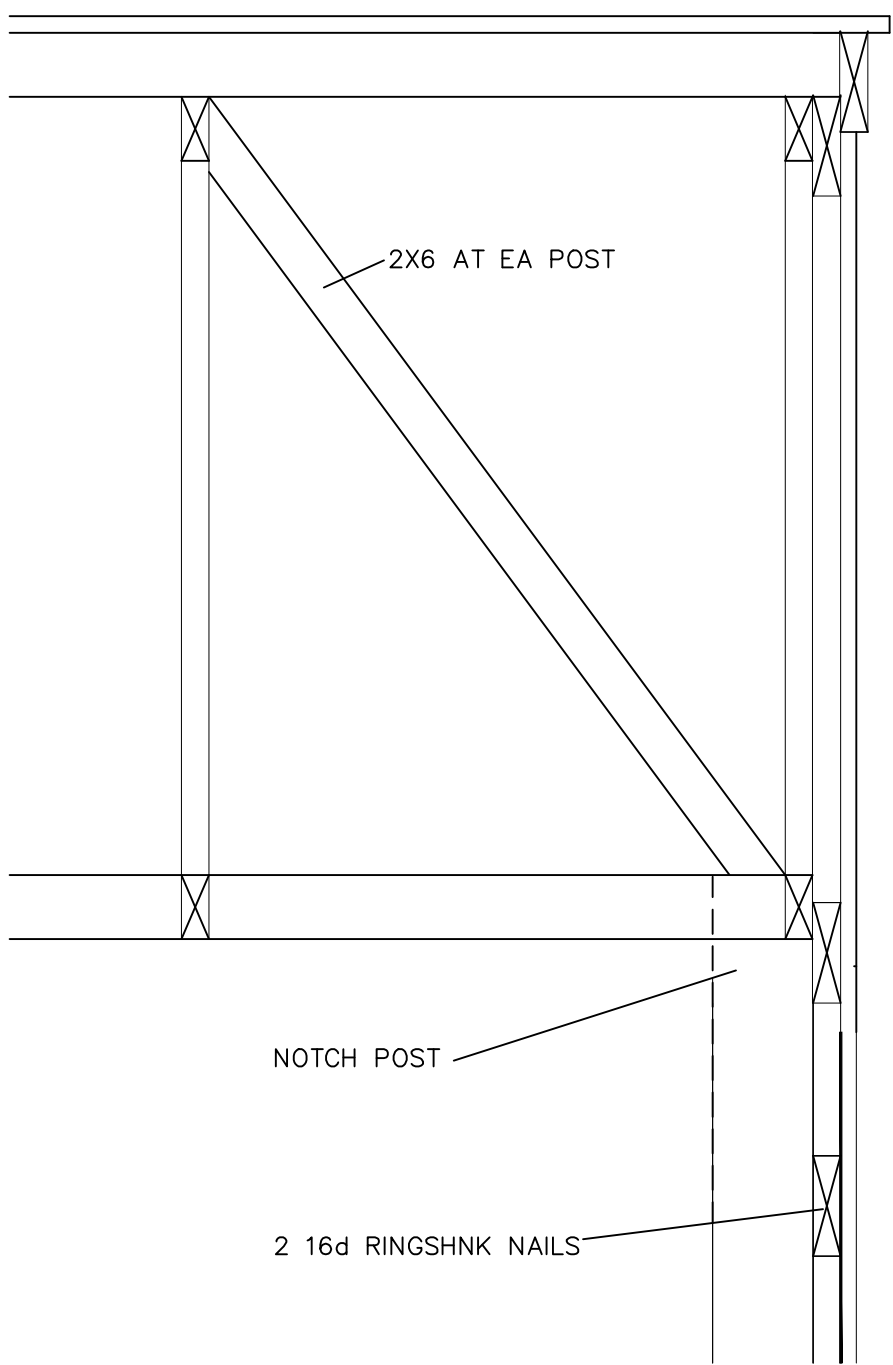
SECTION

2/A4
1/2"=1'-0"



SECTION

3/A4
1/2"=1'-0"



END WALL SECTION

4/A4
1/2"=1'-0"

COMM NO 2405

DATE 3/14/24

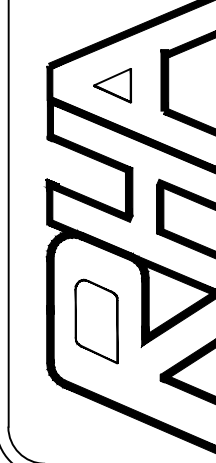
REVISION

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT, WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
RONALD C HOMMERDING
3/14/24
17407

PROJECT NAME

NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

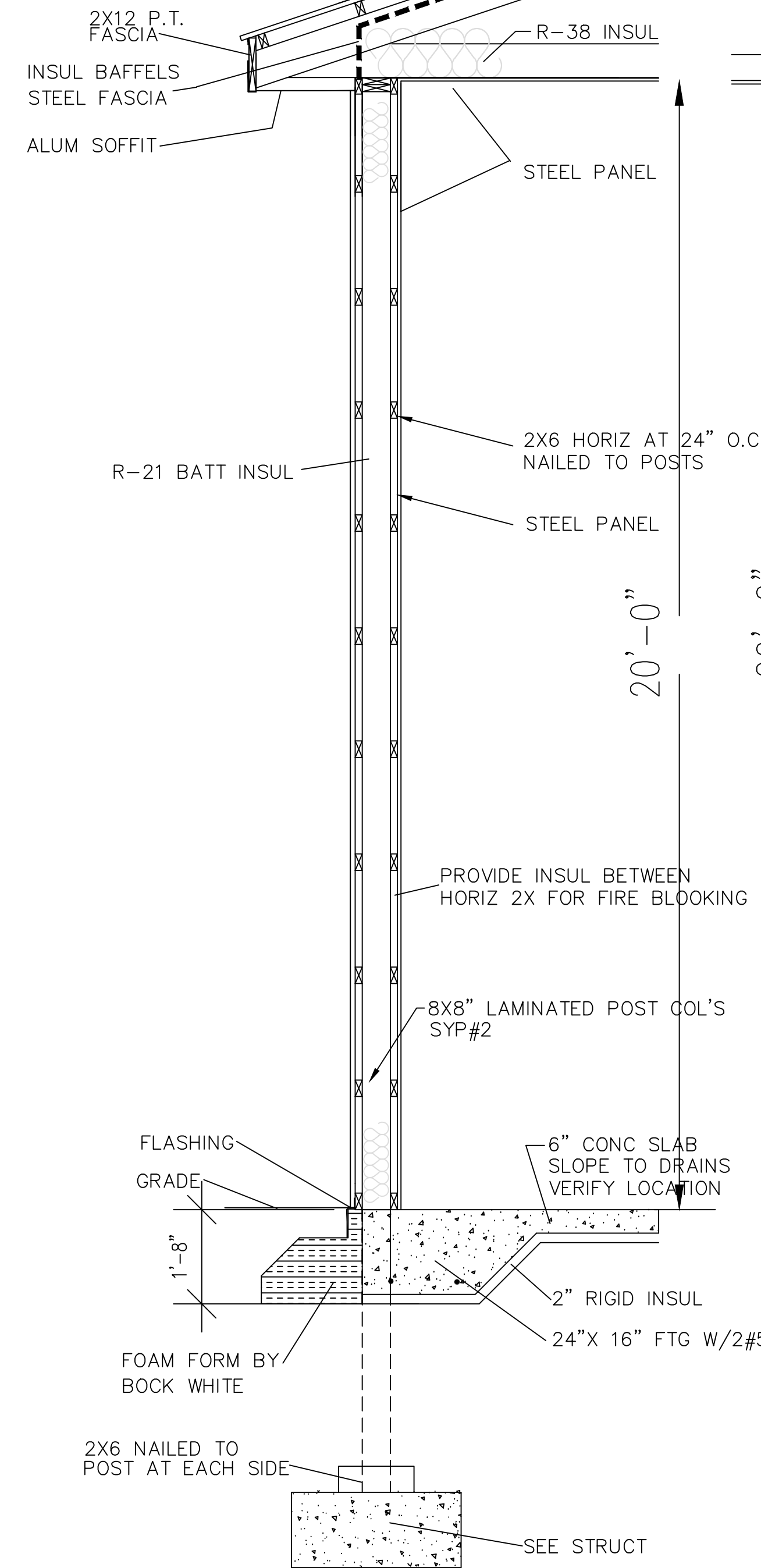
RHA ARCHITECT'S LLC
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA
PHONE 320-267-7115
EMAIL RHA@RHADESIGN.COM



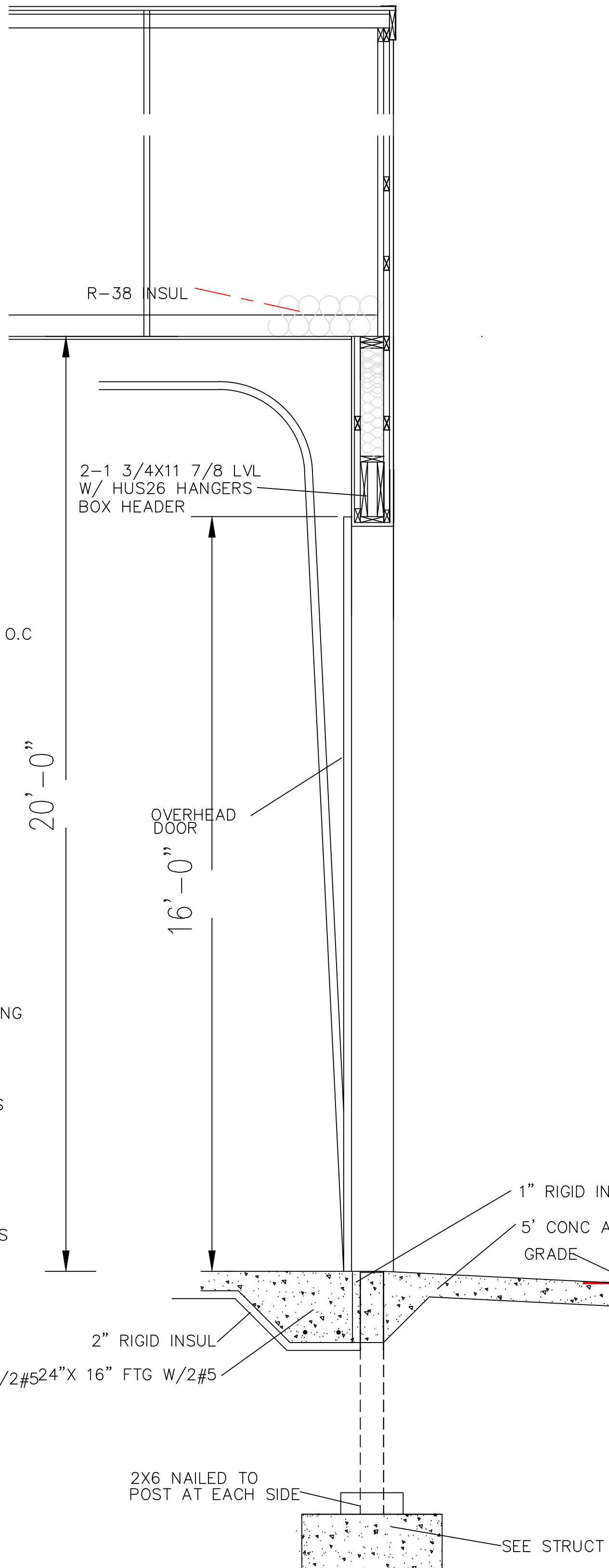
SHEET NO.

A4

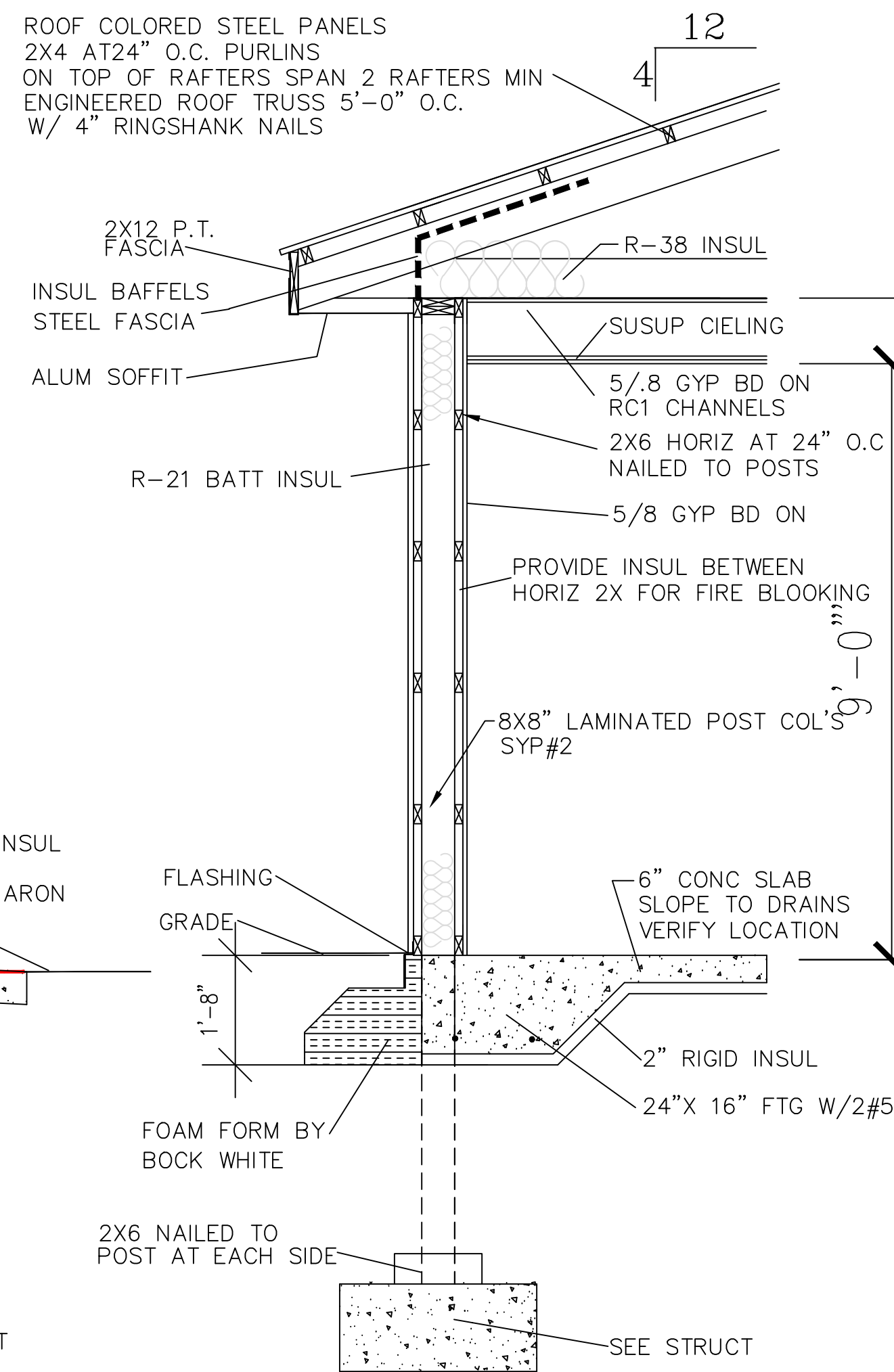
ROOF COLORED STEEL PANELS
2X4 AT24" O.C. PURLINS
ON TOP OF RAFTERS SPAN 2 RAFTERS MIN
ENGINEERED ROOF TRUSS 5'-0" O.C.
W/ 4" RINGSHANK NAILS



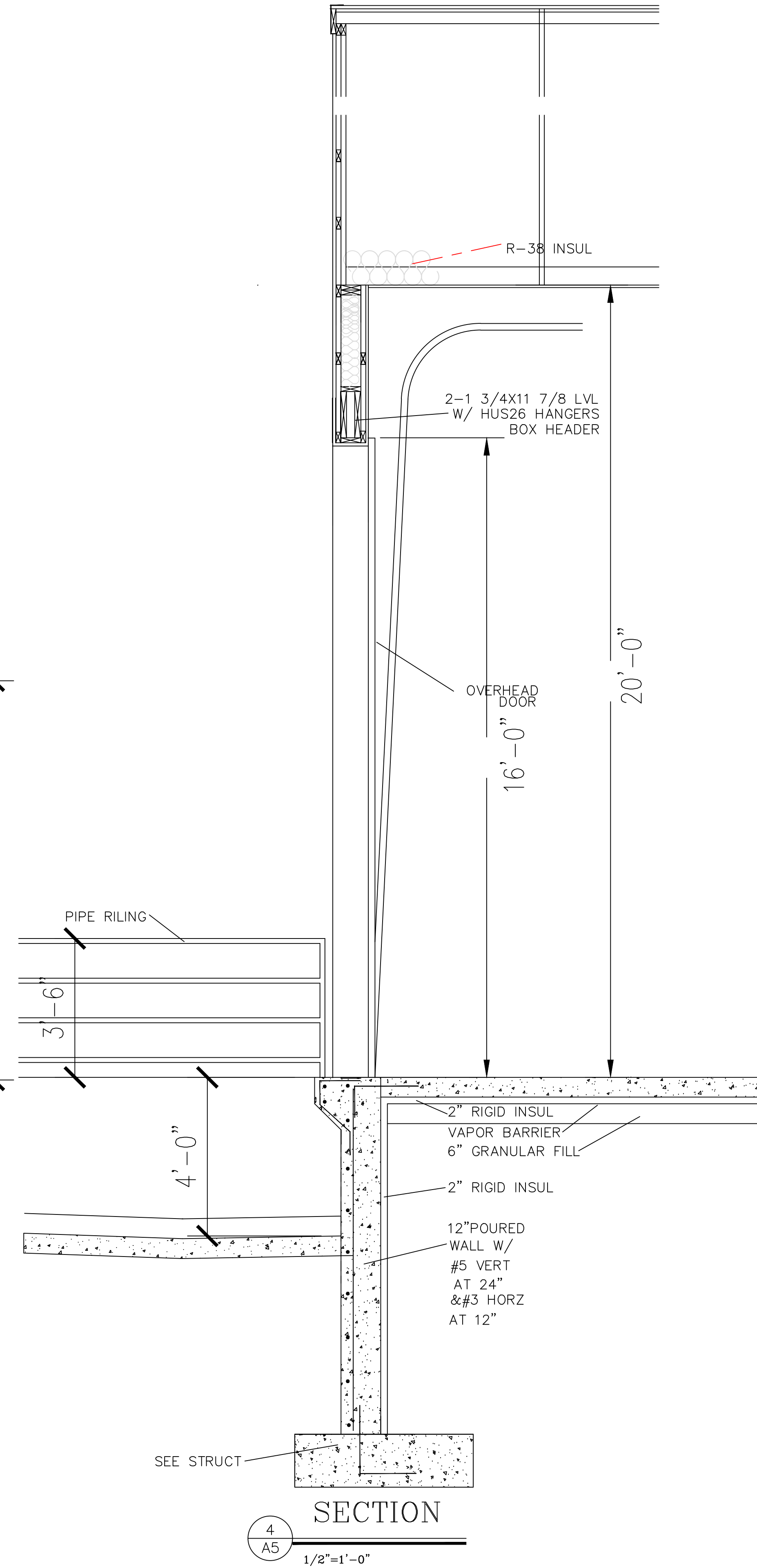
SECTION
1
A5
1/2"=1'-0"



SECTION
2
A5
1/2"=1'-0"



SECTION
3
A5
1/2"=1'-0"



SECTION
4
A5
1/2"=1'-0"

COMM NO 2405

DATE 3/14/24

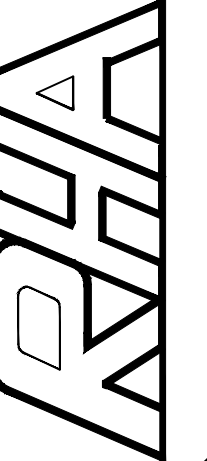
REVISION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, AND SUPPLEMENT, AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
3/14/24
RONALD C. HOMERSONG 17407

PROJECT NAME

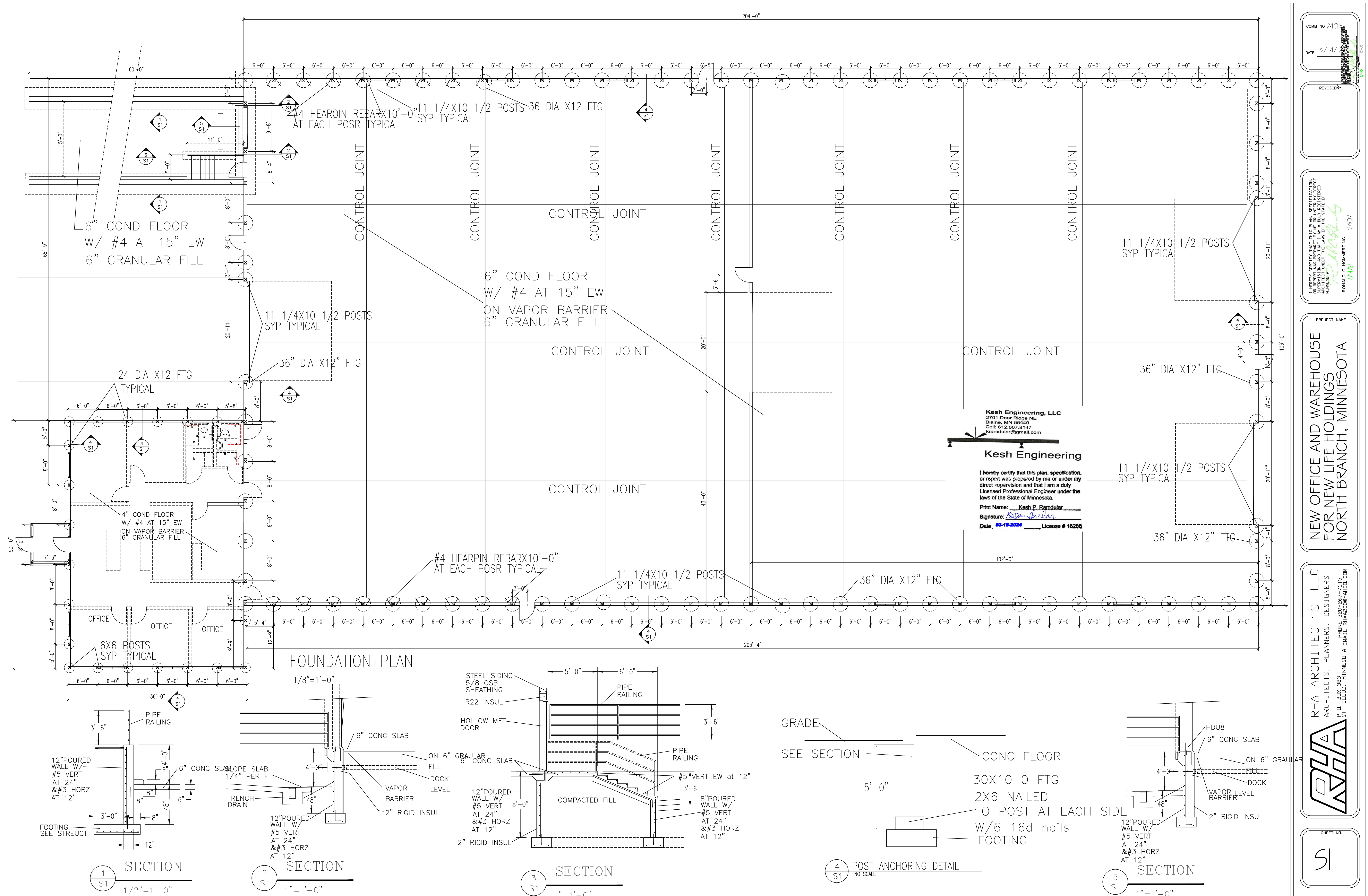
NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

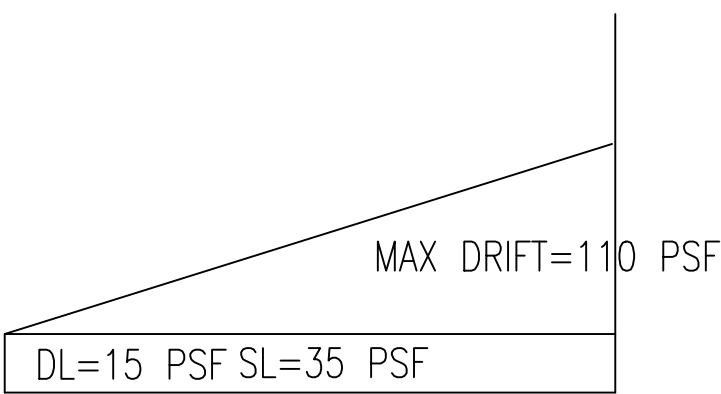
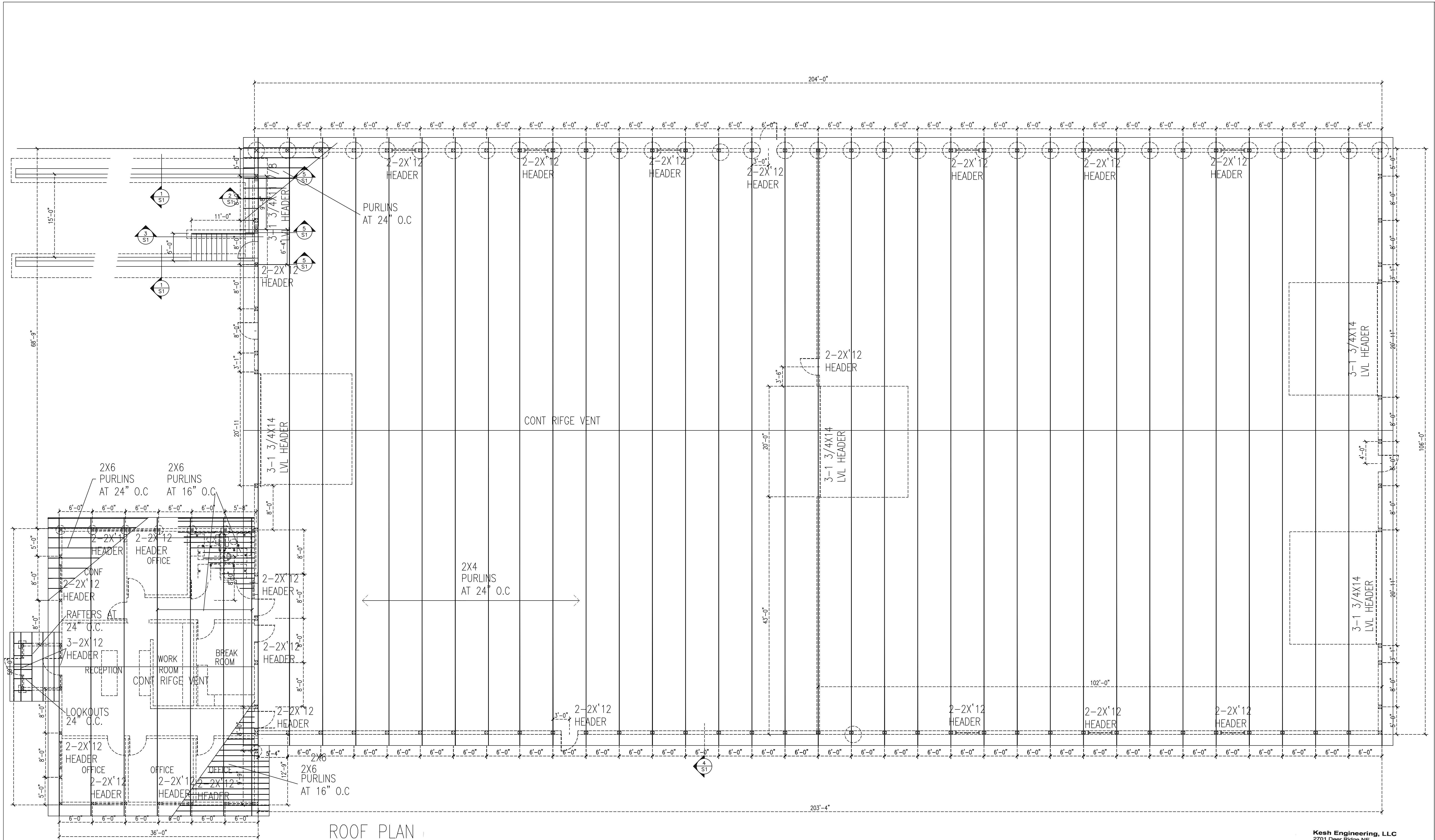
RHA ARCHITECT'S LLC
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA 56304-0383
PHONE 320-267-7115
EMAIL RHA@RHAARCH.COM



SHEET NO.

A5





ROOF PLAN
1/8"=1'-0"

Kesh Engineering, LLC
2701 Deer Ridge NE
Blaine, MN 55449
Cell: 612-967-8147
kramdular@gmail.com

Kesh Engineering

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: Kesh P. Ramdular
Signature: Kramdular
Date: 03-16-2024 License # 16256

COMM NO 2406
DATE 3/14/24

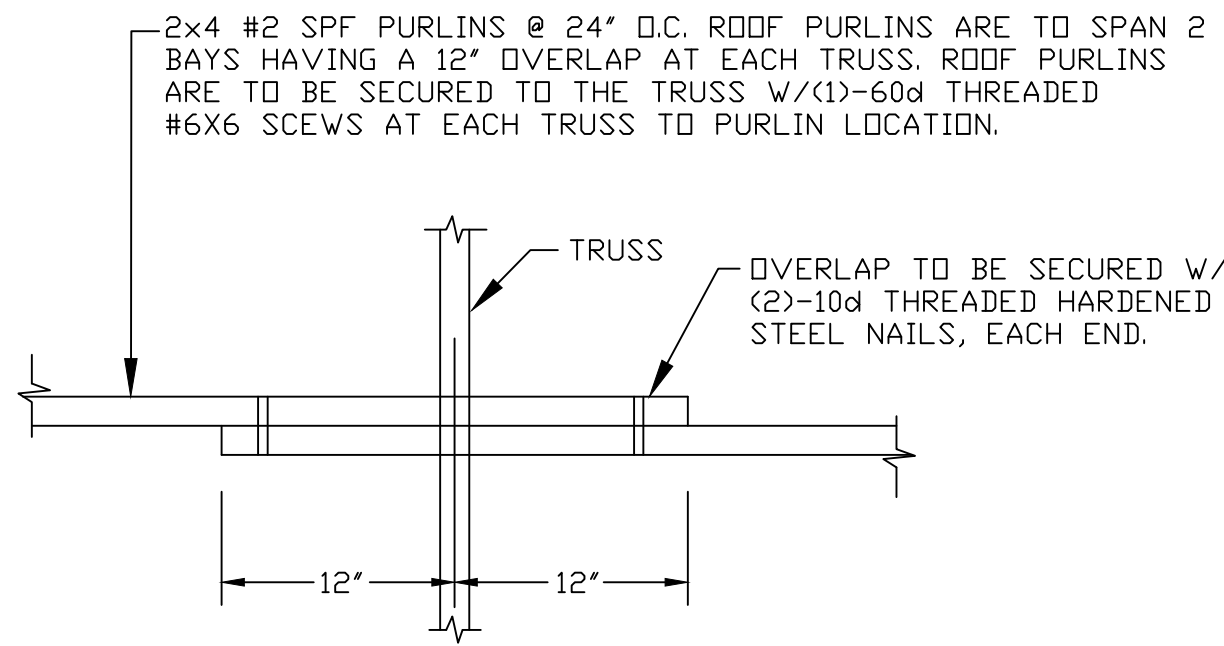
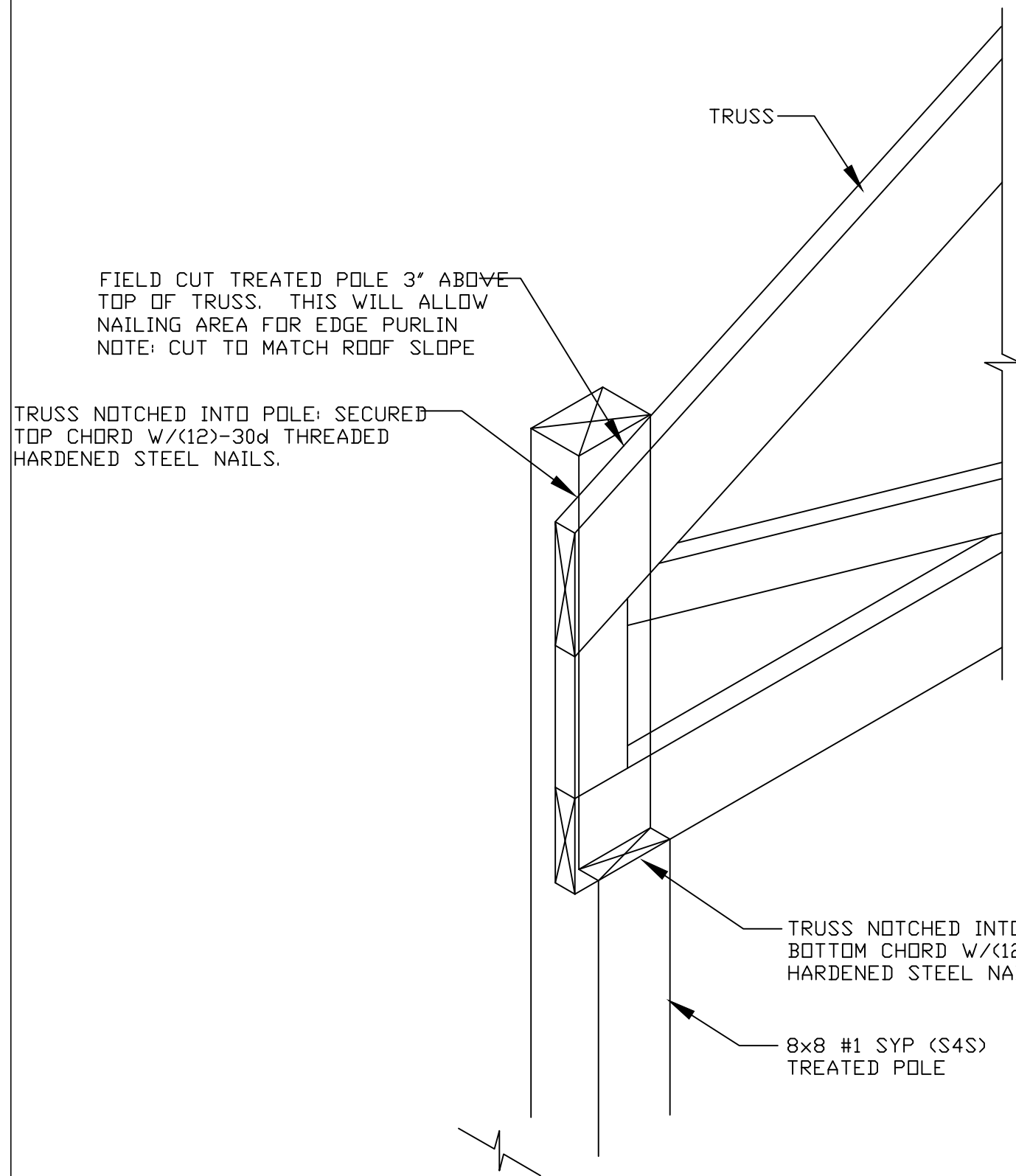
REVISION

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.
RONALD C HOMERDING 17407
3/14/24

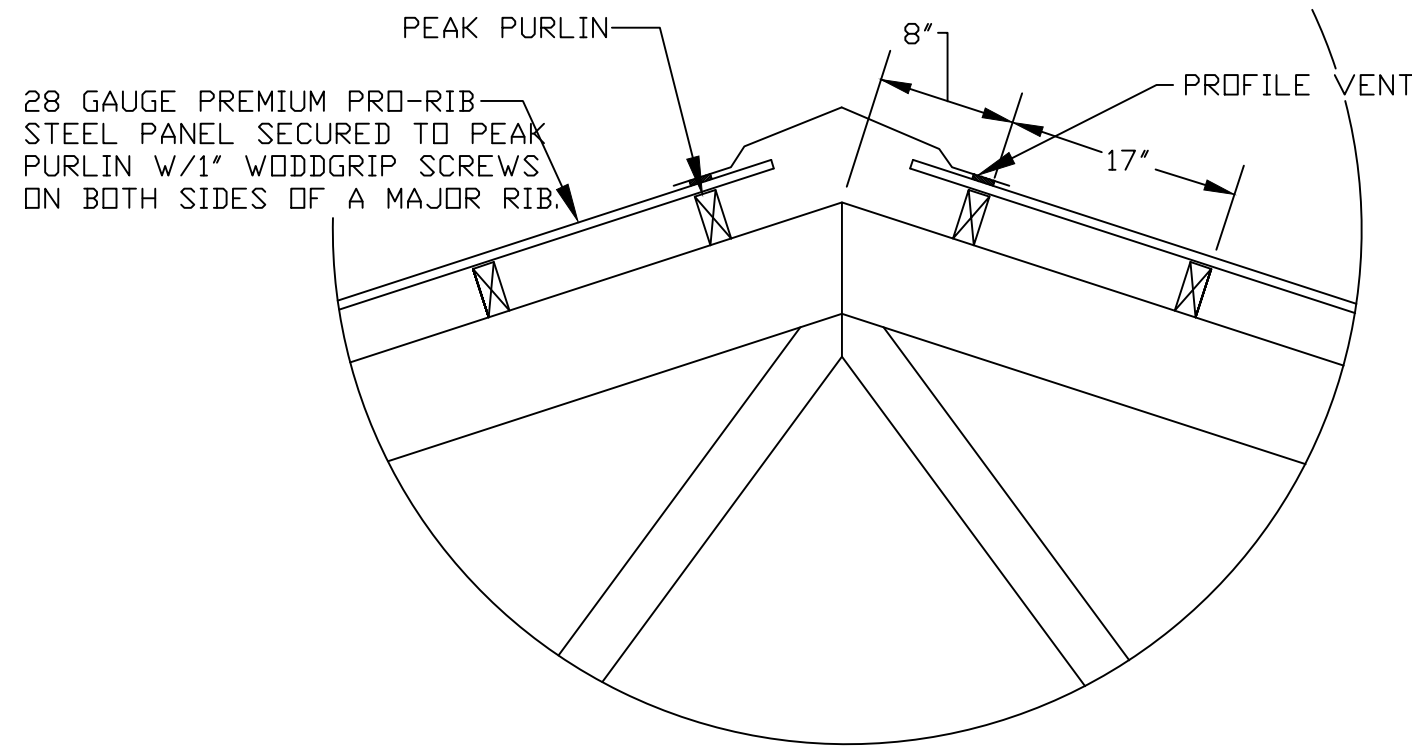
PROJECT NAME
NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

RHA ARCHITECT'S, LLC
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA 56304
PHONE 320-267-7115
EMAIL RHA2008@AHLB.COM

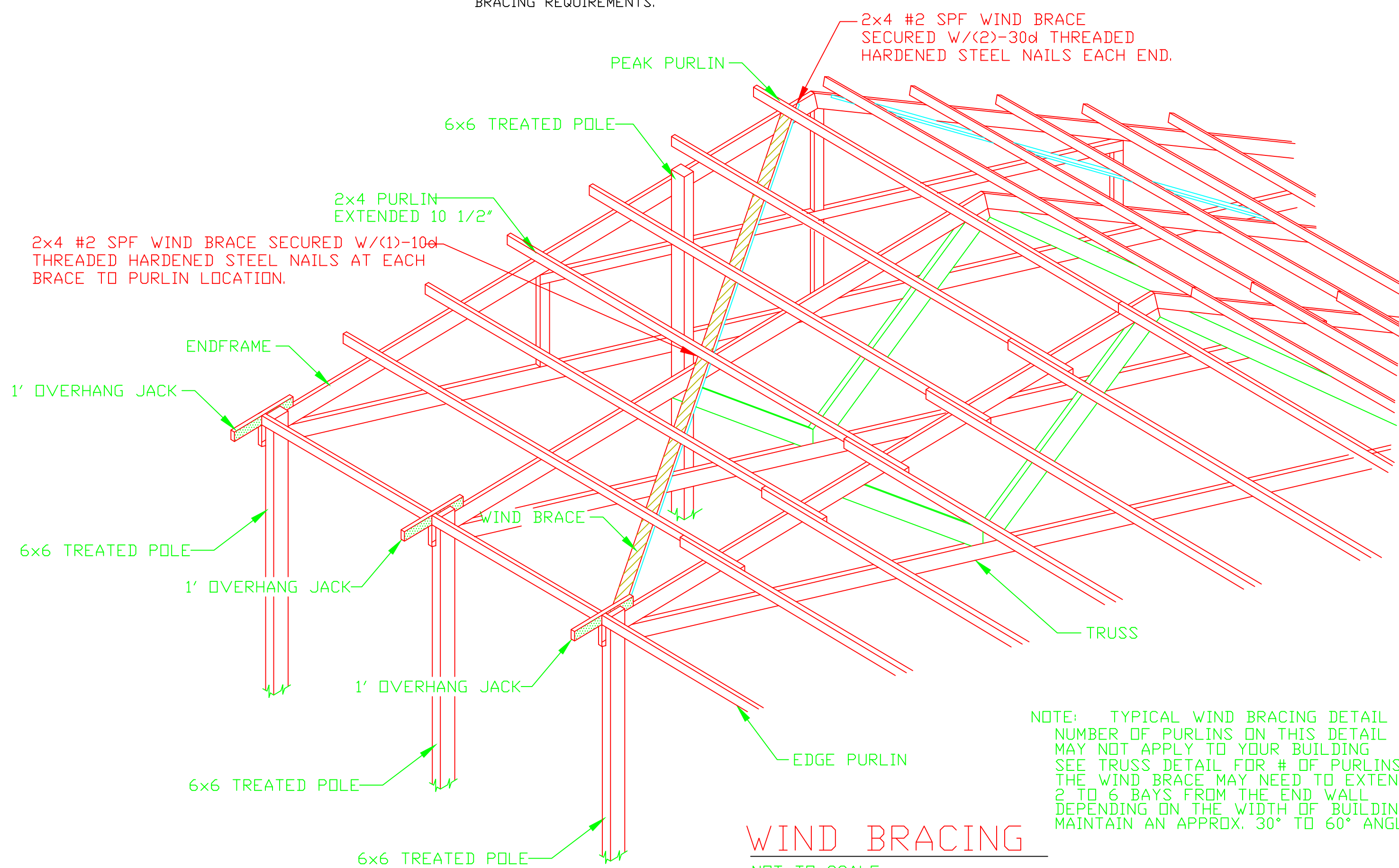
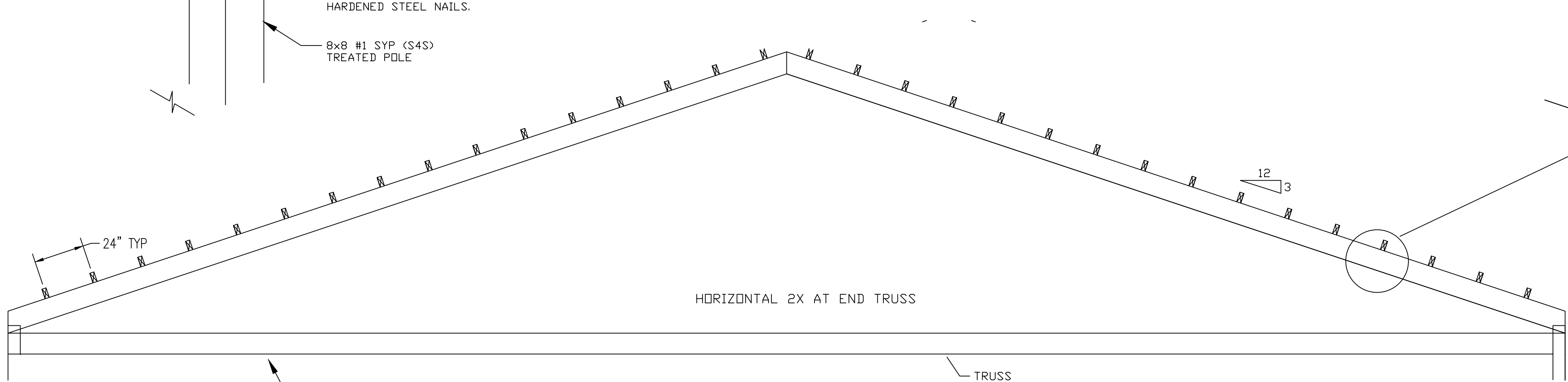
SHEET NO.
52



PURLIN OVERLAP
SCALE: 1"=1'-0"

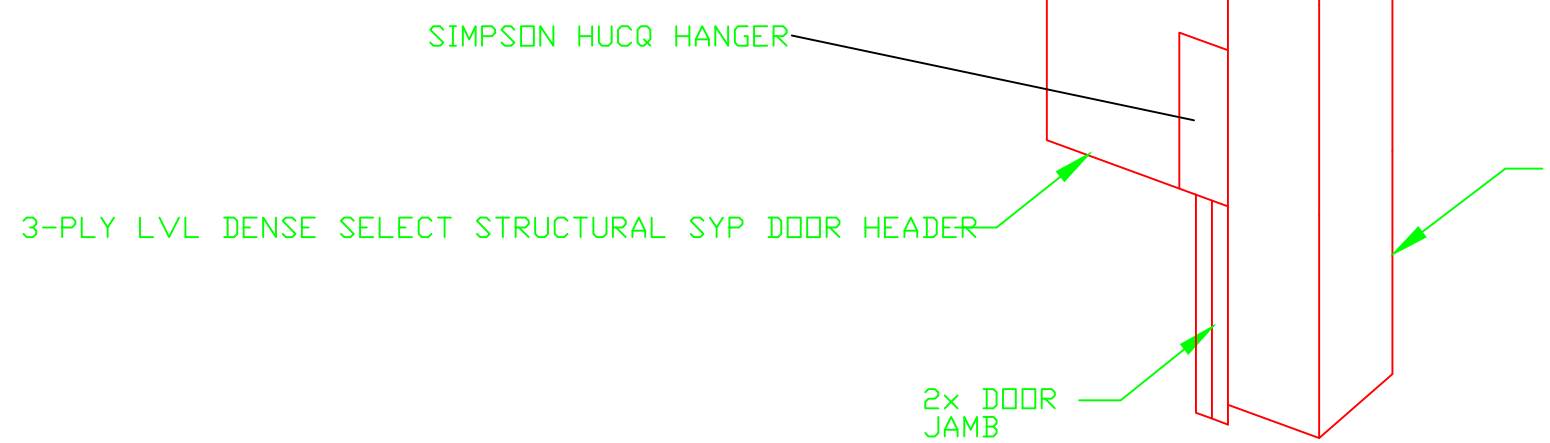


UNIVERSAL RIDGECAP
SCALE: 3/4"=1'-0"

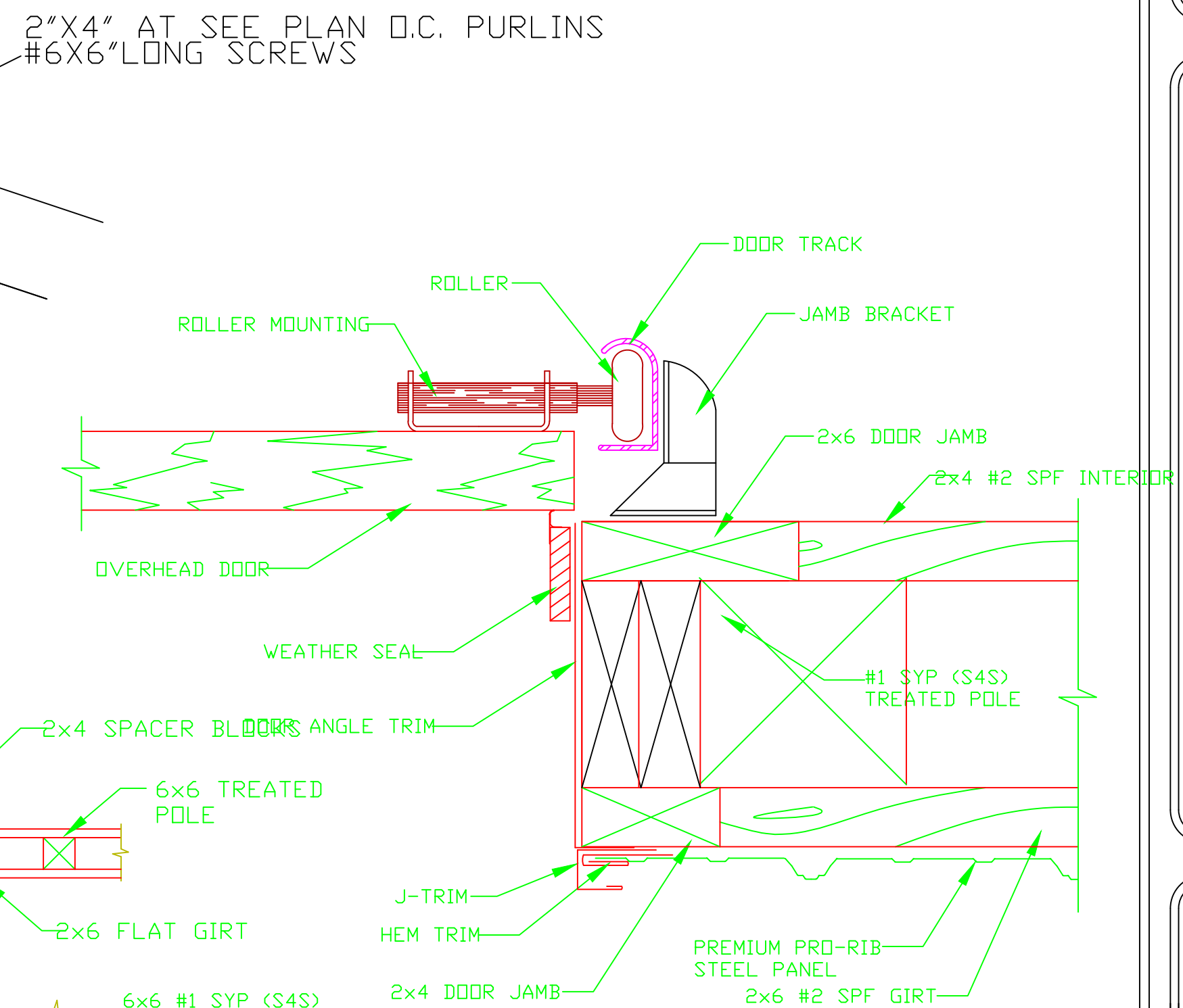


WIND BRACING
NOT TO SCALE

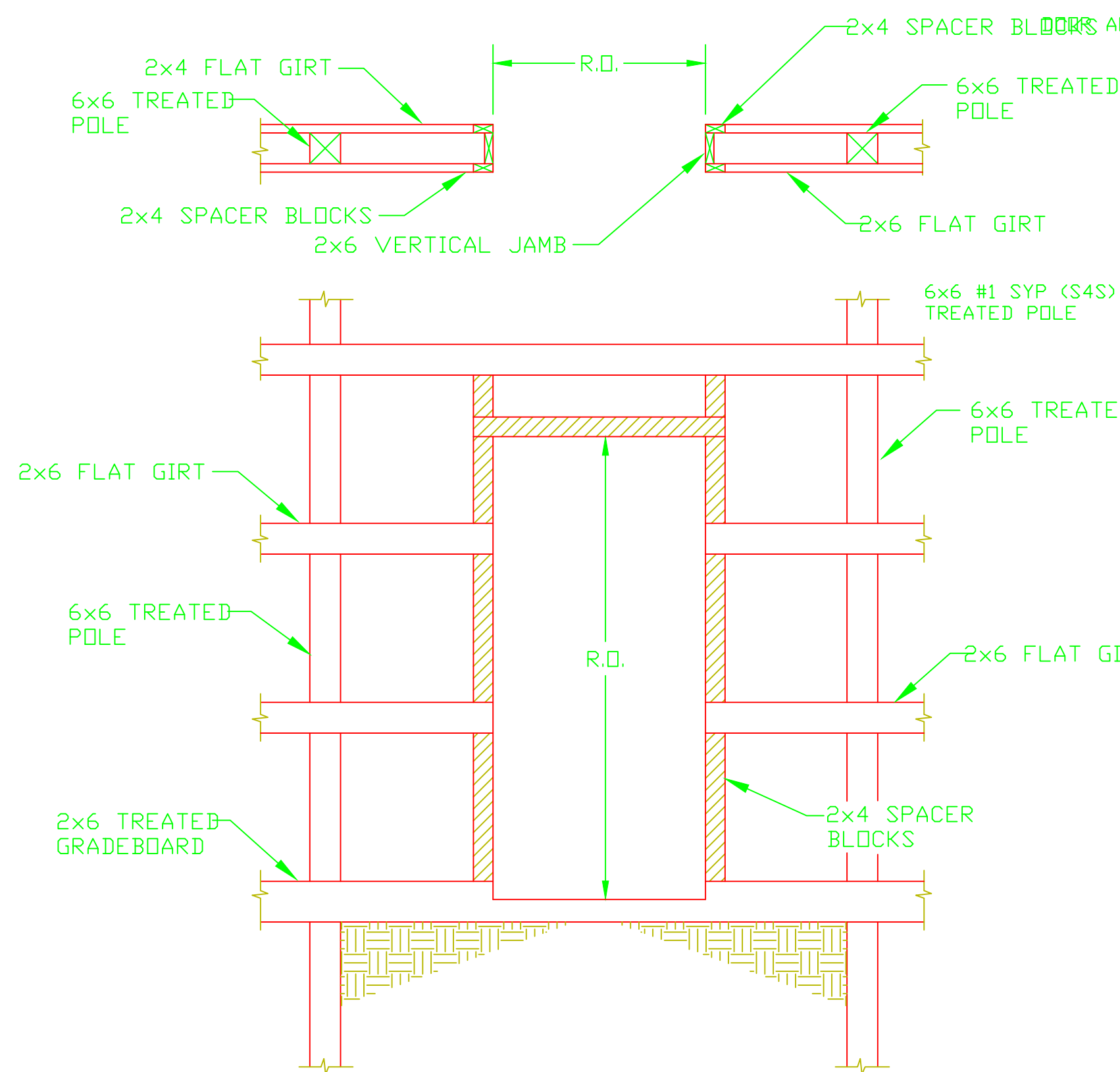
NOTE: TYPICAL WIND BRACING DETAIL
NUMBER OF PURLINS ON THIS DETAIL
MAY NOT APPLY TO YOUR BUILDING
SEE TRUSS DETAIL FOR # OF PURLINS
THE WIND BRACE MAY NEED TO EXTEND
2 TO 6 BAYS FROM THE END WALL
DEPENDING ON THE WIDTH OF BUILDING TO
MAINTAIN AN APPROX. 30° TO 60° ANGLE



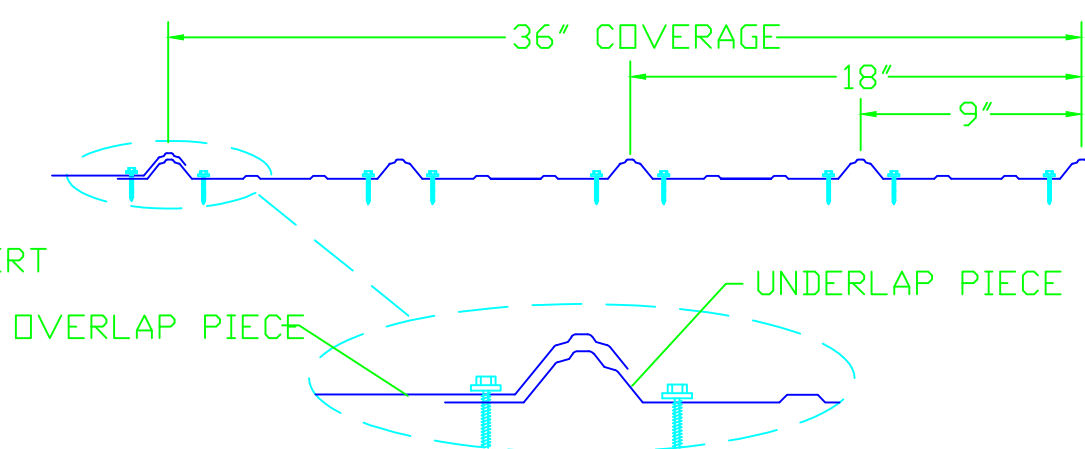
OVERHEAD DOOR HEADER
NOT TO SCALE



OVERHEAD DOOR JAMB DETAIL
SCALE: 3"=1'-0"



DOOR FRAME-OUT (DOUBLE GIRT)
SCALE: 3/8"=1'-0"



STEEL LAP DETAIL (ENDS)
SCALE: 1"=1'-0"

Kesh Engineering
2701 Deer Ridge NE
Blaine, MN 55449
Cell: 612.867.8147
kramduler@gmail.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: Kesh P. Ramdular
Signature: Kesh P. Ramdular
Date: 03-16-2024 License # 16256

COMM NO 2405
DATE 2/14/24

REVISION

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
Ronald C. Hommerding
RONALD C. HOMMERDING
3/14/24
17407

PROJECT NAME
**NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA**

RHA ARCHITECT'S INC.
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA
PHONE 320-267-7115
EMAIL RHA202@AHD.COM

SHEET NO.
53

GENERAL STRUCTURAL NOTES

1. BUILDING CODES USED FOR DESIGN:

- a. MINNESOTA BUILDING CODE, 2020 EDITION. (IBC 2020)

2. FOUNDATIONS:

- a. ALL FOOTINGS SHALL BEAR ON NATURAL UNDISTURBED SOIL OR ON COMPACTED GRANULAR FILL. ALL FOOTINGS ARE DESIGNED USING AN ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. (SEE SOIL REPORT #_____ BY _____). THE SOILS ENGINEER SHALL CONFIRM THESE BEARING VALUES AT THE TIME OF EXCAVATION.
- b. GRANULAR FILL SHALL BE COMPACTED TO 98% STANDARD DENSITY (ASTM D698-91).
- c. IF SOIL AT BOTTOM OF FOOTINGS AS DETAILED IS OF QUESTIONABLE BEARING VALUE, THE ARCHITECT'S OFFICE SHALL BE NOTIFIED AT ONCE.
- d. WALL FOOTING ELEVATION CHANGES SHALL BE STEPPED AT A RATIO OF 1 (VERTICAL) TO 2 (HORIZONTAL). MAXIMUM VERTICAL STEP SHALL BE 1'-4" UNLESS OTHERWISE NOTED.
- e. ALL EXTERIOR WALL FOOTINGS SHALL HAVE A MINIMUM SOIL COVER OF 3'-6" MEASURED FROM BOTTOM OF FOOTING UNLESS OTHERWISE NOTED.
- f. SEE SOILS REPORT FOR ANTICIPATED SETTLEMENT VALUES. THE OWNER SHOULD VERIFY THAT THIS SETTLEMENT CRITERIA WILL NOT BE DETRIMENTAL TO THE BUILDING OR ITS OPERATION.
- g. PROVIDE A 6" SAND CUSHION AND POLY VAPOR BARRIER BENEATH ALL SLABS ON GRADE. COMPACT SAND WITH MECHANICAL EQUIPMENT TO +0" TO -3/4" OF CORRECT ELEVATIONS. THE VAPOR BARRIER SHALL BE PLACED DIRECTLY BENEATH THE SLAB. THE SLAB SHALL BE MOIST CURED TO PREVENT CURLING.
- h. BASE FILL (SAND CUSHION) FOR SLABS ON GRADE SHALL BE REASONABLY WELL GRADED SAND (SW OR SP) CLEAN AND FREE OF ORGANIC MATERIAL WITH NOT MORE THAN 5% BY WEIGHT, PASSING A NO. 200 SIEVE AND LESS THAN 40%, BY WEIGHT, PASSING THE #40 SIEVE. COARSE AGGREGATE SHALL NOT EXCEED 3/4".

3. DESIGN LOADS:

- a. WIND LOAD CRITERIA
- | | |
|-----------------------------|-----------------------|
| METHOD USED: | IBC SIMPLIFIED METHOD |
| BASIC WIND (3 SECOND GUST) | V3s = 90 mph |
| WIND LOAD IMPORTANCE FACTOR | I = 1.0 |
| WIND LOAD EXPOSURE | B |
- c. SNOW LOAD CRITERIA
- | | |
|------------------------------|----------|
| GROUND SNOW LOAD | Pg = 50 |
| SNOW LOAD IMPORTANCE FACTOR | Is = 1.0 |
| SNOW LOAD EXPOSURE FACTOR | Ce = 1.1 |
| SLOPED ROOF/FLAT ROOF FACTOR | Cs = 1.0 |
| ROOF THERMAL FACTOR | Ct = 1.0 |
- ROOF SNOW LOAD $P_s = P_g \cdot 7 (I_s)(C_e)(C_s)(C_t) = 38.5 \text{ psf}$
SEE PLANS FOR SNOW DRIFT DIAGRAM
- d. MISC. LIVE LOADS:
- | | |
|------------------------------------|---------|
| PUBLIC AREAS, CORRIDORS AND STAIRS | 100 PSF |
| RESIDENTIAL FLOOR | 40 PSF |
| STORAGE ROOMS | 125 PSF |
- * PARTITION LOAD
** OR EQUIPMENT WEIGHT IF HEAVIER

4. DESIGN STRESSES:

- a. CONCRETE:

STRENGTH AT 28 DAYS(PSI)	TYPE MIX	LOCATION
3000	STANDARD WEIGHT	INTERIOR SLABS & WALLS
4000	STD. WT. AIR-ENTRAINED	EXTERIOR SLABS & WALLS
3000	STANDARD WEIGHT	FOOTINGS
3000	STANDARD WEIGHT	INTERIOR TOPPING

- b. MASONRY PRISM STRENGTH $f'_m = 2000 \text{ PSI}$ (Ø 28 DAYS)
- c. MASONRY UNITS $f'_c = 2800 \text{ PSI}$ (Ø 28 DAYS)
- d. MASONRY GROUT $f'_c = 3000 \text{ PSI}$ (Ø 28 DAYS)
- e. NON-SHRINK GROUT $f'_c = 10,000 \text{ PSI}$ (Ø 28 DAYS)
- f. REINFORCEMENT $F_y = 60,000 \text{ PSI}$ ASTM A615 (DEFORMED BARS)
- g. STRUCTURAL STEEL
- i.) WIDE FLANGE SHAPES $F_y = 50,000 \text{ PSI}$ ASTM A992
- i.) ALL OTHER SHAPES $F_y = 36,000 \text{ PSI}$ ASTM A36
- h. STRUCTURAL TUBING $F_y = 46,000 \text{ PSI}$ ASTM A500 GRADE B
- i. STANDARD STEEL PIPE $F_y = 35,000 \text{ PSI}$ ASTM A53 GRADE B
- j. PLATES $F_y = 36,000 \text{ PSI}$ ASTM A36
- k. BOLTS $F_u = 120,000 \text{ PSI}$ ASTM A325
- l. ANCHOR BOLTS $F_u = 58,000 \text{ PSI}$ ASTM F1554 GRADE 36
- n. WELD ELECTRODE $F_u = 70,000 \text{ PSI}$

5. CONCRETE COVERAGE FOR REINFORCEMENT:

FOOTINGS	3" FROM BOTTOM
PEDESTALS	2" TO TIES
FOUNDATION WALLS	EXTERIOR FACE 2" INTERIOR FACE 1"
STRUCTURAL SLAB	1" TOP AND BOTTOM
EXPOSED EXTERIOR CONCRETE SLAB ON GRADE	2" 1"

6. MASONRY COVERAGE FOR REINFORCEMENT:

WALLS	3 1/2"
PILASTERS	3" TO TIES

7. REINFORCING STEEL:

- a. THE REINFORCING STEEL CONTRACTOR SHALL FABRICATE ALL REINFORCEMENT AND FURNISH ALL ACCESSORIES, CHAIRS, SPACER BARS AND SUPPORTS NECESSARY TO SECURE THE REINFORCEMENT UNLESS SHOWN OTHERWISE ON THE PLANS AND/OR DETAILS.
- b. CONCRETE REINFORCEMENT SHALL BE PLACED ACCORDING TO THE CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS".
- c. COMPRESSION AND TENSION LAP SPLICES FOR CAST-IN-PLACE CONCRETE SHALL BE 36 BAR DIAMETER MINIMUM UNLESS OTHERWISE NOTED.
- d. TENSION LAP SPLICES FOR REINFORCED MASONRY SHALL BE 48 BAR DIAMETERS MINIMUM FOR #5 BARS OR SMALLER AND 64 BAR DIAMETERS MINIMUM FOR #6 BARS OR LARGER, UNLESS OTHERWISE NOTED.
- e. HORIZONTAL REINFORCING STEEL IN FOOTINGS AND CONCRETE WALLS SHALL BE CONTINUOUS AROUND CORNERS.
- f. ALL LAPS IN WWF SHOULD BE ONE MESH PLUS TWO INCHES AT SPLICES.
- g. TOP BARS SHALL BE HOOKED AT END SPANS.
- h. REINFORCING BARS MAY NOT BE WELDED WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER. ONLY ASTM A706 REINFORCEMENT MAY BE WELDED.

8. CONCRETE:

- a. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.
- b. COMPLY WITH ACI 304 FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE.
- c. COMPLY WITH ACI 305 FOR HOT WEATHER CONCRETING.
- d. COMPLY WITH ACI 306 FOR COLD WEATHER CONCRETING.

10. DIMENSION LUMBER:

- a. DIMENSION LUMBER TO BE NORTHERN SPF NO. 2 (OR BETTER) FOR JOISTS & BEAMS AND NORTHERN SPF STUD GRADE (OR BETTER) FOR STUDS AND PLATES.
- b. ALL MEMBER SIZES GIVEN ON PLAN ARE NOMINAL DIMENSIONS.
- c. WOOD LINTELS SHALL HAVE A FULL 3" LENGTH OF BEARING AT EACH END UNLESS OTHERWISE NOTED.
- d. ALL WALLING SHALL CONFORM TO IBC TABLE 2304.9.1 "FASTENING SCHEDULE" UNLESS OTHERWISE NOTED ON THE PLANS.
- e. SPACING OF BRIDGING FOR FLOOR AND ROOF JOISTS SHALL NOT EXCEED 8' OR 6 TIMES THE NOMINAL JOIST DEPTH (WHICHEVER IS GREATER).
- f. DOUBLE ALL JOISTS UNDER PARALLEL PARTITIONS.
- g. ALL WOOD CONNECTORS SHALL BE BY "USP LUMBER CONNECTORS" OR "SIMPSON STRONG-TIE". ALL JOISTS AND BEAMS NOT BEARING ON A SUPPORTING MEMBER SHALL BE FRAMED WITH AN APPROPRIATE WOOD CONNECTOR.
- h. WOOD STUD BEARING WALLS SHALL HAVE AT LEAST ONE 8" COURSE OF CONCRETE BLOCK BETWEEN THE BOTTOM OF THE SILL PLATE AND THE TOP OF THE FOOTING.
- i. WOOD JOISTS SHALL BEAR ON THE FULL WIDTH OF SUPPORTING MEMBERS (STUD WALLS, BEAMS, ETC.), UNLESS NOTED OTHERWISE.
- j. ALL FOUNDATION PLATES, SILLS AND SLEEPERS ON CONCRETE SLAB, WHICH IS IN DIRECT CONTACT WITH EARTH, AND SILLS WHICH REST ON CONCRETE OR MASONRY FOUNDATION WALLS, SHALL BE TREATED WOOD OR FOUNDATION REDWOOD.
- k. FOR ALL WOOD TREATED WITH PRESERVATIVES OTHER THAN CCA, CONNECTORS AND FASTENERS MUST BE COATED WITH ONE OF THE FOLLOWING:
- BATCH/POST HOT DIPPED GALVANIZED PER ASTM A123 FOR CONNECTORS AND ASTM 153 FOR FASTENERS.
 - MECHANICALLY GALVANIZED PER ASTM 695, CLASS 55 OR GREATER.
 - TRIPLE ZINC G185 HUG PER ASTM A653 OR EQUAL.

11. BRACED WALL PANELS (SHEAR WALLS) IN WOOD CONSTRUCTION:

- a. UNLESS NOTED OTHERWISE ON THE PLANS, ALL INTERIOR PARTITION WALLS WITH GYPSUM BOARD SHEATHING ARE DESIGNED TO PROVIDE LATERAL STABILITY TO THE STRUCTURE. THIS INCLUDES WALLS SHOWN ON THE ARCHITECTURAL PLANS AND NOT NECESSARILY SHOWN ON THE STRUCTURAL PLANS.

12. LAMINATED VENEER LUMBER (LVL):

- a. ALL LVL HEADERS AND BEAMS SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES:
- | | |
|---------------------------|-----------------------------|
| ALLOWABLE BENDING STRESS, | $F_b = 2800 \text{ PSI}$ |
| ALLOWABLE SHEAR STRESS, | $F_v = 285 \text{ PSI}$ |
| MODULUS OF ELASTICITY, | $E = 1,800,000 \text{ PSI}$ |
- b. LVL MEMBERS SHALL BE ONE OF THE FOLLOWING:
- *MICROLAM" BY TRUS JOIST
 - *GANG-LAM" BY LOUISIANA PACIFIC.
 - *STRUCLAM" BY WILLAMETTE INDUSTRIES

13. ROOF AND FLOOR TRUSSES:

- a. TRUSSES SHALL BE DESIGNED TO MEET ALL LOADING AND SPANS AS INDICATED ON THE PLANS.
- b. TRUSSES SHALL BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER.
- c. ALL PERMANENT BRACING FOR INDIVIDUAL TRUSS COMPRESSION ELEMENTS SHALL BE PROVIDED AS INDICATED ON THE TRUSS SHOP DRAWINGS. THE DESIGN OF THIS BRACING IS THE RESPONSIBILITY OF THE TRUSS SUPPLIER.
- d. THE CONTRACTOR SHALL INSTALL ALL NECESSARY TEMPORARY BRACING AS REQUIRED BY HIB 91 AND BE FULLY RESPONSIBLE FOR THE STABILITY OF THE TRUSSES DURING ERECTION.
- e. CONNECTOR PLATES SHALL BE MADE OF GRADE "A" GALVANIZED STEEL, MINIMUM 20 GAUGE PER LATEST TPI SPECIFICATIONS.
- f. ALL CONNECTION HARDWARE SHALL BE DESIGNED AND FURNISHED BY THE TRUSS SUPPLIER UNLESS NOTED OTHERWISE ON THE PLANS.
- g. SCISSORS TRUSSES SHALL BE DESIGNED SUCH THAT HORIZONTAL LIVE LOAD DEFLECTIONS DO NOT EXCEED 3/4". WALLS ARE NOT DESIGNED TO RESIST A HORIZONTAL TRUSS REACTION.
- h. THE STRUCTURE IS DESIGNED ACCORDING TO THE TRUSS LAYOUT INDICATED ON THE PLANS. THE TRUSS SUPPLIER SHALL NOT DEVIATE FROM THIS LAYOUT WITHOUT PERMISSION FROM THE ENGINEER OF RECORD.
- i. SINGLE GABLE ROOF TRUSSES SHALL BE DESIGNED FOR AN UNBALANCED SNOW LOAD OF 150% OF THE DESIGN SNOW LOAD ON ONE SLOPE AND 150% OF THE DESIGN LOAD ON THE OPPOSITE SLOPE. MONOSLOPE TRUSSES SUPPORTING ONE FACE OF A GABLE OR HIP ROOF SHALL BE DESIGNED FOR 150% OF THE BASIC SNOW LOAD.

18. BACKFILLING:

- a. NO BACKFILLING AND COMPACTING OF EARTH SHALL BE PERMITTED AGAINST FOUNDATION WALLS UNTIL SUPPORTING FLOOR SYSTEMS HAVE BEEN PLACED AND HAVE REACHED 75% OF THEIR DESIGN STRENGTH OR UNLESS ADEQUATE BRACING SUBMITTED FOR REVIEW IS PROVIDED.
- b. BOTH SIDES OF FOUNDATION WALLS SHALL BE BACKFILLED SIMULTANEOUSLY SO AS TO PREVENT OVERTURNING OR LATERAL MOVEMENT OF WALLS.
- c. ALL GRADE BEAMS SHALL BE ADEQUATELY BRACED TO PREVENT LATERAL

19. CONSTRUCTION AND CONTROL JOINTS IN CONCRETE:

- a. CONSTRUCTION JOINTS SHALL BE MADE AS DETAILED ON THE DRAWINGS.
- b. MAXIMUM SPACING FOR CONTROL JOINTS IN SLABS ON GRADE SHALL BE 15'-0".
- c. A 15'-0" MAXIMUM SPACING OF CONTROL JOINTS MAY NOT INSURE COMPLETE CONTROL OF SHRINKAGE CRACKS. A CLOSER SPACING MAY BE USED BY REQUEST OF OWNER IF MORE COMPLETE SHRINKAGE CRACK CONTROL IS DESIRED. CONTRACTOR TO VERIFY WITH OWNER.
- d. CONSTRUCTION JOINTS IN CONCRETE FOUNDATION WALLS SHALL BE LOCATED SO NO SINGLE POUR IS LONGER THAN 40 FEET.

20. DRILLED ANCHORS:

- a. ALL EXPANSION BOLTS SHALL BE HILTI "KWIK-BOLTS", SIMPSON "WEDGE-ALL" OR RAMSEY/REDHEAD "TRUBOLT", UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- b. ADHESIVE ANCHORAGE FOR DRILLED REBAR DOWELS SHALL BE HILTI "HIT HY 150 ADHESIVE" OR SIMPSON "EPOXY-TIE" OR SIMPSON "ACRYLIC-TIE", UNLESS NOTED OTHERWISE ON THE DRAWINGS.

21. CONSTRUCTION PROCEDURE:

- a. THE STRUCTURE SHALL BE ADEQUATELY BRACED AND SHORED DURING ERECTION AGAINST WIND AND ERECTION LOADS. STRUCTURAL MEMBERS ARE DESIGNED FOR "INPLACE" LOADS.
- b. COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL LAWS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND REGULATIONS ADOPTED PURSUANT THERETO.
- c. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED, THEY DO NOT INDICATE THE MEANS OR METHOD OF CONSTRUCTION. PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN OR OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO BRACING, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANTING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND GIN POLES, ETC.
- d. ENGAGE PROPERLY QUALIFIED PERSONS TO DETERMINE WHERE AND HOW TEMPORARY PRECAUTIONARY MEASURES SHALL BE USED AND INSPECT SAME IN THE FIELD. OBSERVATION VISITS TO THE SITE BY ENGINEER'S FIELD REPRESENTATIVE SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.
- e. SUPERVISE AND DIRECT THE WORK SO AS TO MAINTAIN SOLE RESPONSIBILITY FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. AS A PART OF THIS RESPONSIBILITY, RETAIN THE SERVICES OF A LICENSED STRUCTURAL ENGINEER TO DESIGN AND SUPERVISE ANY SCAFFOLDING FOR WORKMEN, AND ALL SHORING OF FORMS AND ELEMENTS OF THE CONSTRUCTION.

22. MISCELLANEOUS:

- a. PLACEMENT OF ANCHOR BOLT, PIPE SLEEVES, PADS AND OPENINGS FOR EQUIPMENT SHALL BE COORDINATED BETWEEN THE GENERAL CONTRACTOR AND THE OTHER SUBCONTRACTORS.
- b. ALL CORE DRILLING SHALL BE DONE UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR. NO REINFORCING SHALL BE CUT. VERIFY LOCATION OF REINFORCING BEFORE CORE DRILLING. THERE SHALL NOT BE ANY CORE DRILLING THROUGH BEAMS OR COLUMNS. MAXIMUM CORE HOLE THROUGH SLABS SHALL BE PIPE DIAMETER PLUS 1".

23. COORDINATION WITH ARCHITECTURAL DRAWINGS:

- a. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS. WHERE DISCREPANCIES OCCUR IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT PRIOR TO CONSTRUCTION.

24. NEW WORK IN CONJUNCTION WITH EXISTING CONSTRUCTION:

- a. THE CONTRACTOR SHALL VERIFY, BY FIELD CHECK, ALL SIZES, DIMENSIONS, ELEVATIONS, LOCATIONS, ETC. OF ELEMENTS OF THE EXISTING CONSTRUCTION WHICH ARE RELATIVE TO THE NEW CONSTRUCTION.
- b. ALL DIMENSIONS INVOLVING NEW WORK TYING INTO OR GOVERNED BY EXISTING CONSTRUCTION SHALL BE FIELD CHECKED BY THE CONTRACTOR AND FURNISHED TO THE SUBCONTRACTOR PRIOR TO FABRICATION OF ANY WORK. THE VERIFIED DIMENSIONS SHALL APPEAR AND BE NOTED AS SUCH ON THE FIRST SHOP DRAWING SUBMITTED.
- c. THE ENGINEER HAS MADE ASSUMPTIONS CONCERNING THE SOUNDNESS OF THE EXISTING BUILDINGS AND THESE ASSUMPTIONS ARE THAT THIS BUILDING WAS DESIGNED AND CONSTRUCTED IN CONFORMITY WITH GOOD DESIGN AND CONSTRUCTION PRACTICES. THE CONTRACTOR SHALL TAKE EXTRAORDINARY PRECAUTIONS CONCERNING PRESERVATION OF THE BUILDING DURING DEMOLITION AND NEW CONSTRUCTION WORK. FURTHER, HE SHALL AGREE TO ASSUME ALL RESPONSIBILITY FOR THE PRESERVATION OF THIS PROPERTY.
- d. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND ACTUAL FIELD CONDITIONS.
- e. ALL HOLES THROUGH EXISTING CONCRETE OR MASONRY CONSTRUCTION SHALL BE CORE DRILLED OR SAW CUT. NEW OPENINGS MUST BE MADE WITH ENGINEER'S APPROVAL.
- f. CUTTING OF EXISTING STRUCTURAL STEEL IS PROHIBITED WITHOUT APPROVAL FROM THE ENGINEER.

25. SHOP DRAWINGS:

- a. SHOP DRAWINGS, UNLESS OTHERWISE NOTED, SHALL BE SUBMITTED FOR REVIEW PRIOR TO FABRICATION.
- b. SHOP DRAWINGS SHALL BE PREPARED UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER, AND INCLUDE COMPLETE DETAILS, SCHEDULES, PROCEDURES AND DIAGRAMMS FOR FABRICATION AND ASSEMBLY OF STRUCTURAL MEMBERS.
- c. FABRICATORS SHALL DRAW THEIR OWN ERECTION PLANS. COPYING THE STRUCTURAL PLANS AND USING THEM AS ERECTION DRAWINGS IS NOT ACCEPTABLE.
- d. PRIOR TO SUBMITTAL, THE CONTRACTOR SHALL REVIEW THE SHOP DRAWINGS AND MAKE ANY CORRECTIONS REQUIRED. THE CONTRACTOR SHALL STAMP AND SIGN THE DRAWINGS AS EVIDENCE THAT HE HAS REVIEWED THEM.
- e. SHOP DRAWINGS SHALL BE FURNISHED FOR ALL STRUCTURAL COMPONENTS.
- f. TURN AROUND TIME FOR SHOP DRAWINGS SHALL BE TWO WEEKS FROM DATE RECEIVED IN THE ENGINEER'S OFFICE.

26. SPECIAL INSPECTIONS

SPECIAL INSPECTIONS SHALL BE PROVIDED IN ACCORDANCE WITH IBC SECTION 1704, AS OUTLINED BELOW. THE SPECIAL INSPECTOR SHALL BE EMPLOYED BY THE OWNER, SHALL BE THOROUGHLY KNOWLEDGEABLE OF IBC SPECIAL INSPECTION REQUIREMENTS AND SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL (IBC 1704.1). THE CONTRACTOR SHALL CONTACT THE SPECIAL INSPECTOR DURING APPROPRIATE PHASES OF CONSTRUCTION SO THAT INSPECTIONS CAN BE MADE IN A TIMELY MANNER. THE SPECIAL INSPECTOR SHALL SUBMIT WRITTEN INSPECTION REPORTS TO THE ENGINEER OF RECORD'S OFFICE, WITHIN 3 WORKING DAYS OF EACH INSPECTION. ANY PROBLEMS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR. THE FOLLOWING ITEMS WILL REQUIRE SPECIAL INSPECTION:

- a. STEEL

-SPECIAL INSPECTIONS ARE NOT REQUIRED FOR WORK DONE IN AN APPROVED FABRICATING SHOP. THE STEEL FABRICATOR MUST BE REGISTERED AND APPROVED BY THE BUILDING OFFICIAL TO PERFORM THE WORK WITHOUT SPECIAL INSPECTIONS. (IBC 1704.2.2).

- b. CONCRETE

-REINFORCEMENT- REINFORCING STEEL BE INSPECTED ON A PERIODIC BASIS. WELDING OF REINFORCEMENT SHALL BE CONTINUOUSLY INSPECTED. ONLY ASTM A706 REINFORCEMENT MAY BE WELDED.

-SAMPLING AND TESTING- CONTINUOUS INSPECTIONS SHALL BE PROVIDED DURING SLUMP TESTS, AIR CONTENT TESTS AND WHEN DETERMINING THE TEMPERATURE OF FRESH CONCRETE AT THE TIME OF MAKING SPECIMENS FOR STRENGTH TESTS.

-CONCRETE PLACEMENT- CONTINUOUS INSPECTION REQUIRED

-COLD AND HOT WEATHER CONCRETING- PERIODIC INSPECTION OF COMPLIANCE IS REQUIRED.

- c. MASONRY

-BEGINNING OF CONSTRUCTION- ONE INSPECTION SHALL BE MADE OF MORTAR PROPORTIONS, CONSTRUCTION OF MORTAR JOINTS AND REINFORCEMENT LOCATION AND CONNECTORS.

-DURING CONSTRUCTION- ONE INSPECTION SHALL BE PROVIDED TO VERIFY SIZE AND LOCATION OF STRUCTURAL ELEMENTS, SIZE AND LOCATION OF ANCHORS, SIZE AND TYPE OF REINFORCEMENT AND COMPLIANCE WITH HOT OR COLD WEATHER REQUIREMENTS.

-GROUTING- ONE INSPECTION SHALL BE PROVIDED TO VERIFY THAT THE GROUT SPACE IS PROPERLY POSITIONED AND SITE PREPARED GROUT IS PROPERLY PROPORTIONED. CONTINUOUS INSPECTION IS REQUIRED OF GROUT PLACEMENT.

- TEST SPECIMENS- CONTINUOUS INSPECTION SHALL BE MADE DURING PREPARATION OF GROUT SPECIMENS, MORTAR SPECIMENS AND PRISMS.

- d. SOILS

-THE SPECIAL INSPECTOR SHALL DETERMINE COMPLIANCE WITH THE SOIL REPORT FOR SITE PREPARATION, FILL PLACEMENT AND DENSITY TESTS.

27. TESTING REQUIREMENTS

- a. CONCRETE:

-SAMPLE FOR STRENGTH TESTS OF EACH CLASS OF CONCRETE PLACED EACH DAY SHALL BE TAKEN NOT LESS THAN ONCE A DAY, NOR LESS THAN ONCE FOR EACH 150 CUBIC YARDS OF CONCRETE, NOR LESS THAN ONCE FOR EACH 5000 SQUARE FEET OF SURFACE AREA FOR SLABS OR WALLS. A MINIMUM OF FIVE STRENGTH TESTS SHOULD BE MADE FOR A GIVEN PROJECT.

Kesh Engineering, LLC
2701 Deer Ridge NE
Blaine, MN 55449
Cell: 612.867.8147
kramdular@gmail.com

Kesh Engineering

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: Kesh P. Ramdular

Signature: Kramdular

Date 03-16-2024 License # 16256

COMM NO 2406

DATE 3/14/24

REVISION

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

RHA
RONALD C. HOMERDING
3/14/24
17407

PROJECT NAME

NEW OFFICE AND WAREHOUSE
FOR NEW LIFE HOLDINGS
NORTH BRANCH, MINNESOTA

RHA ARCHITECT'S INC.
ARCHITECTS, PLANNERS, DESIGNERS
P.O. BOX 383
ST. CLOUD, MINNESOTA
PHONE 320-267-7115
EMAIL RHA200@AHEAD.COM

RHA

SHEET NO.

54

CERTIFICATE OF SURVEY

~for~ FLASHING BY DESIGN
~of~ 6556 396TH COURT
NORTH BRANCH, MN

INDUSTRIAL

OUTLOT A

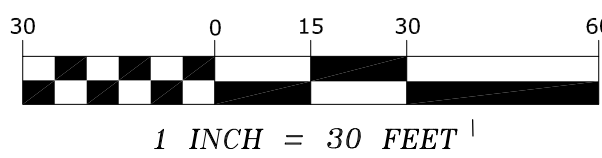
NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 12/07/2023.
- Bearings shown are on an assumed bearing.
- Parcel ID Number: 16-00046-07.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA 190,222 SQ. FT.
EXISTING COMMERCIAL BUILDING 18,885 SQ. FT.
EXISTING GRAVEL DRIVEWAY 24,956 SQ. FT.
EXISTING CONCRETE 46,227 SQ. FT.
TOTAL IMPERVIOUS SURFACE 90,068 SQ. FT.
PERCENT IMPERVIOUS 47.4%

GRAPHIC SCALE



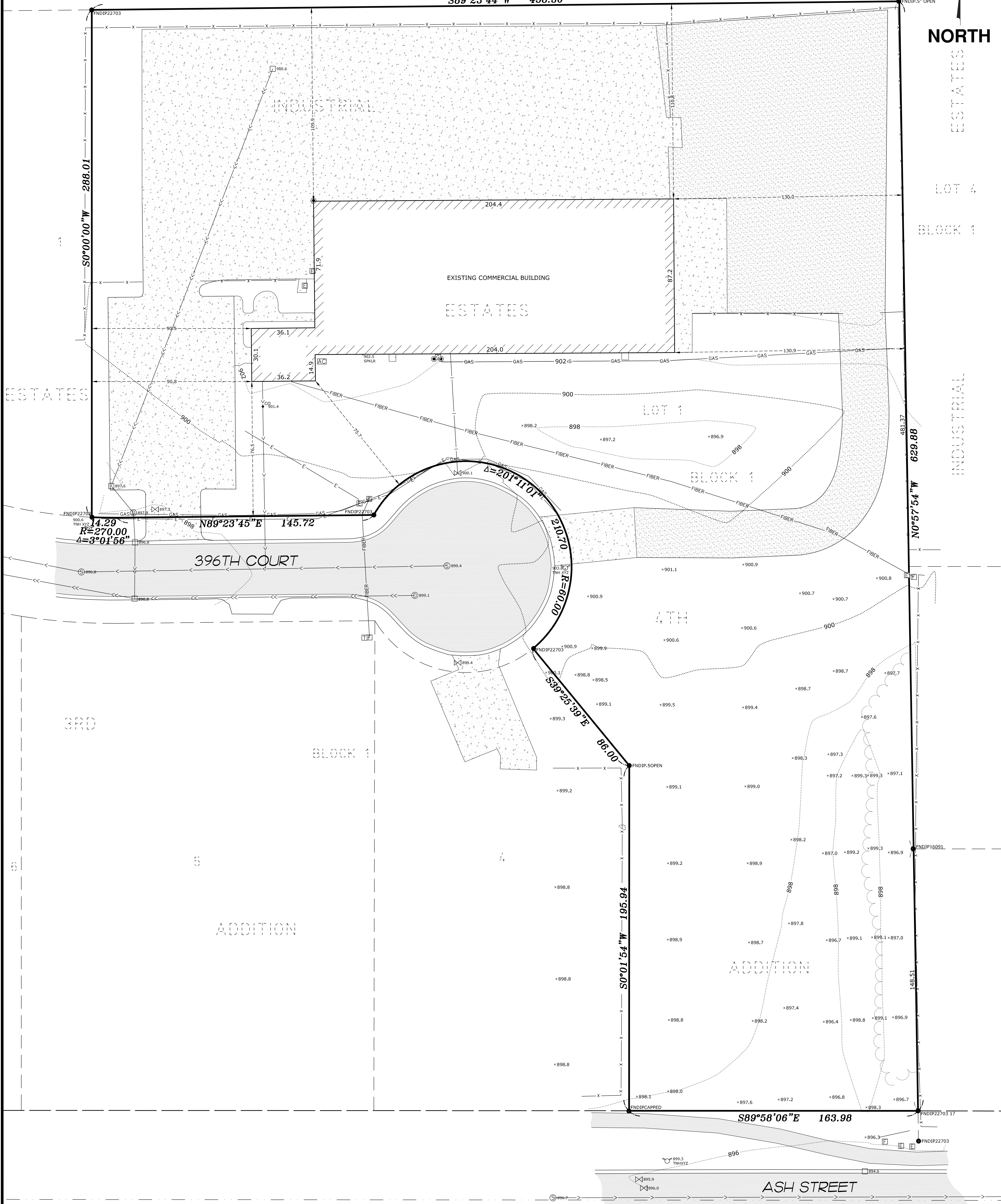
ESTATES

NORTH

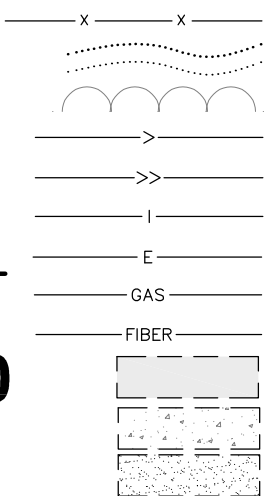
LOT 4

BLOCK 1

INDUSTRIAL



LEGEND



DENOTES FENCE
DENOTES EXISTING CONTOURS
DENOTES TREE LINE
DENOTES EXISTING SANITARY SEWER
DENOTES EXISTING STORM SEWER
DENOTES EXISTING WATER MAIN
DENOTES UNDERGROUND ELECTRIC LINE
DENOTES UNDERGROUND GAS LINE
DENOTES UNDERGROUND FIBER OPTIC LINE
DENOTES CONCRETE SURFACE
DENOTES GRAVEL SURFACE

DENOTES IRON MONUMENT FOUND AS LABELED
DENOTES AIR CONDITIONING UNIT
DENOTES BOLLARD
DENOTES CATCH BASIN
DENOTES CLEAN OUT
DENOTES ELECTRICAL BOX
DENOTES EXISTING SPOT ELEVATION
DENOTES FIBER OPTIC BOX
DENOTES GAS METER
DENOTES HYDRANT
DENOTES SANITARY SEWER MANHOLE
DENOTES STORM SEWER MANHOLE
DENOTES TELEPHONE PEDESTAL
DENOTES WATER VALVE

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

DANIEL S. HANSON

Date: 12/08/2023 License No. 52140

DRAWN BY: RAW	JOB NO: 23.1225BT	DATE: 12/08/2023
CHECK BY: DSH	FIELD CREW: RW/MR	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY

Lot 4, Block 1, INDUSTRIAL
ESTATES 4TH ADDITION,
Chisago County, Minnesota.



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701



DEVELOPMENT REVIEW LETTER
COMMUNITY DEVELOPMENT DEPARTMENT

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

Date: 09/27/2024

To: CMBR, LLC
7040 132nd St. N, Hugo, MN 55038
Mckenna@cmbrr.com

From: Colette Baumgardner, City Planner

CC: New Life Holdings, LLC
6556 396th Ct,
North Branch, MN 55056
todd@flashingbydesign.com

Re: Flashing by Design Site Expansion

The City of North Branch received your application, requesting a Site Plan approval and a Conditional Use Permit for a 23,409 square foot warehouse to be located at 6556 396th Ct, North Branch, MN. City staff have completed a site plan review of the following plan sets:

- Bloch Civil Plans, 09/04/2024
- Kesh Building Plan, 03/24/2024
- E.G. Rud & Sons Inc. Certificate of Survey, 12/08/2023

Some corrections are needed on the site to meet City Code requirements for landscaping, screening, and architectural design. Please see detailed notes on following pages and return revised plans reflecting these comments.

Sincerely,

Colette Baumgardner
City Planner, WSB

Planning

General Comments

- Project shall require a Site Improvement Agreement, and may require security and escrow for grading, erosion control and ponding. WAC and SAC fees are calculated at the time of building permit application.

Site Plan

- Pending review and approval of the Conditional Use permit for multiple buildings on a parcel, the site plan dated 09/04/2024 meets the use and dimensional standards in City Code Division 15.
- Stormwater
 - Please add a drainage and utility easement over the infiltration basin with an associated legal description. The easement shall be recorded at the County at time of recording the Site Improvement Agreement.
- Parking
 - Sec 66-862 of City Code: All public and commercial parking areas shall contain at a minimum one (1) handicap parking space of 12 feet wide. Please update the handicap stall to meet this requirement.
 - The warehouse with office meets the parking requirement of 10 warehouse parking spots and 7 office parking spots per the requirements shown in the tables below. The plan includes 18 parking spots and satisfies the parking requirement.

Warehouse and storage facilities	1 space per 2,000 square feet
Office Building, professional offices, banks, animal hospitals	1 space per 250 square feet of gross floor area

- Sec 66-857 of City Code: All parking stalls shall be marked with white or yellow lines not less than four inches wide
- Loading Zones
 - Requirement satisfied: Per Section 66-865, loading zone must be a minimum of 50' long and 10' wide.
 - Although this meets the design requirements, please note that possible issues may arise with the location of the loading zone and the 7 parking spots to the east.
- Drive Aisle
 - While the drive aisles presented meet the City Code requirements for setbacks and loading spaces, there is a concern about the size and type of trucks that will be using the western drive aisle and southern loading docks. The drive aisle shown is 10' wide and has a significant slope, which could be an issue with larger vehicles. Additionally, the turn from 396th to this drive aisle would be challenging with large vehicles.
- Landscaping

- Additional tree plantings are required to meet the landscaping requirements in Section 66-974. The site requires 23 trees to be planted based on the square footage of the building.
 - 9 trees are proposed on the site, including: 2 Black Hills Spruce, 3 American Red Maple, 3 Autumn Purple Ash, and 2 Robinson Crab trees. Robinson Crab trees are ornamental trees which according to Section 66-974 Landscaping (a) (1) (f) two ornamental trees count as one tree, making the 2 Robinson Crab trees ornamental trees and counting as one.

One tree	1,000 square feet of gross building floor area
----------	--

- Screening
 - Screening is required on the southern edge of the property to meet Section 66-973 of the City Code.
 - *“(c) All commercial and industrial principal and accessory uses which are situated within ten feet of a residential zoning district shall be screened from such zone by a wall or fence of not less than 90 percent opacity at least six feet in height or up to eight feet in height above the level of the residential zone property at the district boundary. Walls or fences over six feet in height shall be set back from the property line at least five feet. In the setback area there shall be planted a combination of coniferous and deciduous plants in order to soften the appearance of the fence or wall for the affected residential area.”*
- Lighting
 - Please provide a lighting plan detailing the projected light from the fixture shown on sheet AI of the building plans. The lighting post doesn’t include footcandle and shall not exceed 0.5-foot candles, as stated in Sec 66-858.
- Signage
 - No signage is requested as part of this site plan. Please submit a [sign permit](#) when/if signage is needed.

Architectural Plans

- Please provide detail as to how the standard for multiple color tones will be incorporated into the building design.
 - (g) Buildings constructed in Zone 3 shall have a minimum of two complementary color tones or two materials incorporated on all sides of the building. This can be completed through wainscoting, columns, pilasters, or other ornamentation as determined by the Zoning Administrator.
- Please add windows or simulated windows on the ground level of any wall parallel to or nearly parallel to a street that meet City Code Section 66-943 b) (4).

Parks

No comments.

Public Works & Engineering

- See engineering memo dated 9/26/2024 for comments and revisions.
- Infiltration basin shall be covered with an erosion control blanket to aid with future vegetation in the basins. Installation shall meet the specifications in the City Standard Detail Plate ERO-006 attached.

The City reserves the right to add to, amend or remove any comments submitted as part of this review.

Planning Review Details

- Use:
 - The property is zoned I1-Industrial. The proposed use as warehouse and office is permitted in the Industrial district.
- Dimensional and Design Standards:
 - The dimension and design standard requirements have been satisfied.

	Required in MUSA (feet)	Proposed (feet)*
Building		
Front Yard North	20	56' 8 1/2"
Front Yard South	20	33' 6 1/2"
Side Yard	20	35' 4 3/4"
Height	75	44' 6 1/2 "
Parking		
Front Yard	10	16' 10 3/4"
Side Yard	5	6' 1"
Lot:		
Impervious Surface	90%	58%
Size	10,000 sq ft	190,222 sq ft
Driveway width - max	40	28' 2 1/2"
Drive Aisle Setback	10	10

*All measurements taken using Site Plans dated 09/04/2024

**Per Civil Plan set from 09/04/2024

Memorandum

To: North Branch Development Review Committee

From: Justin Messner, WSB

Date: September 26, 2024

Re: Flashing By Design Plan Review
WSB Project No. 026799-000

Plans were resubmitted for the proposed Flashing by Design development in the City of North Branch, Chisago County. The project is located to the north of Ash Street, West of Grand Avenue and East of Golden Avenue. Engineering review comments were generated from the following documents:

- Flashing By Design, Civil Plans, Bloch Engineering, dated 9/4/24
- Flashing By Design, Drainage Report, Bloch Engineering, dated 9/4/24

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>

Preliminary Plat

4. Include the disturbed area on the plans.

Existing Conditions/Removals Plan

5. Provide a separate existing conditions/removals plan that shows the current conditions and what items will be impacted with the proposed construction as well as those items that are to be protected and to remain.

Site/Utility Plan

6. Provide separate site and utility plans
7. Remove proposed contours from both sheets
8. Describe connection to existing 6" PVC (6"x6" tee, sweeping 6" 90 degree bend, etc.)
 - a. Include material and material grade in label
9. Describe connection to existing 10" DIP (10"x6" tee, etc.)
 - a. Include material and material grade in label
 - b. Label all water fittings proposed
 - c. Show additional curb and bituminous removal associated with the utility connections
 - d. Protect existing hydrant to remain
10. The proposed driveway to the new building must be labeled and dimensioned, including width and curve radii, on the site plan.

11. The owner must identify the largest trucks that access the site for material deliveries into and out of the site. A separate plan for the turning movements for the identified vehicle to the loading docks and the building access points on the south side of the building must be submitted.
12. Dimension parking spaces and drive lanes
13. Pave additional driveway area through parking expansion
 - a. Possible consideration to pave remaining gravel driveway
14. Label all curb proposed for the site
 - a. Include curb transitions and 'tip out' curb
15. Pedestrian doors open up into parking spaces and loading docks
16. Provide typical sections for all pavement surfaces (light bituminous, heavy bituminous, light concrete, etc.)
 - a. Typical sections should be as recommended by geotechnical report for the existing soils present

Grading and Erosion Control Plans

17. Provide existing contours and spot elevations on the adjacent properties showing how the proposed contours and drainage match in
 - a. Provide additional edge of bit shots on the trail
18. Provide grades of the driveway
 - a. Proposed contours suggest that grades are too steep across the driveway (20%+ cross slope)
19. Show all proposed high/break points
20. Provide EOF elevations and locations for all low points on site
21. Identify all retaining walls
 - a. Retaining walls greater than 4' require design by a licensed structural engineer
 - b. Provide railing and/or fencing as required for safety
22. Provide additional proposed spot elevations, slopes, and drainage arrows across parking areas to clarify surface drainage

Details

23. Provide a details plan of the proposed infiltration basin.
24. Provide any existing and proposed drainage and utility easements.

Storm Sewer/Surface Water Management

25. Provide Drainage Details for the proposed infiltration Basin
26. Plans show what looks to be the location of a soil bore location (test pit on plans), but soil geotechnical report was not provided to 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.
27. Pretreatment is required prior to the infiltration basins; it should be noted in the drainage report how pretreatment is being provided.
28. Provide the existing and proposed drainage maps with the existing and proposed contours used to design the HydroCAD model.
29. Provide the water quality analysis done for the proposed infiltration basin.
30. Ensure the correct infiltration rate is being used in the HydroCAD model. The drainage report states 0.8 in/hr while the HydroCAD model uses 1.2 in/hr.
31. Electronic versions of HydroCAD models are requested with future submittals to aid in review..
32. Label storm sewer pipe and all storm sewer structures (CB, FES, etc.)
 - a. Provide rim and invert elevations, casting types, structure size, etc.
 - b. Provide pipe size, material type, material grade, slope, etc.
33. Verify quantity and type of riprap required for discharging pipes
 - a. Verify whether additional roof drains and downspouts are present on the building and show how they are integrated into the drainage system

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: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 10/03/2024

Board & Commission: City Council

Subject: Acceptance of Statutory Tort Liability Limits

Background Information:

As part of our insurance renewal process, the City is asked to accept or waive the Statutory Tort Liability Limits for the term of the policy. Accepting the tort limit (not waiving) caps the tort limit at \$500,000 per claimant with \$1,500,000 limit per occurrence. This applies to claims filed under state statute and limits the overall City loss exposure.

We also carry an umbrella liability policy for \$ 1,000,000 that is an important portion of our overall coverage given the Liquor Store operation, as well as any claims that would be brought in federal court.

Other Pertinent Information:

Not waiving the statutory tort limit (which is being requested/recommended) caps the tort limit at \$500,000 per claimant with \$1,500,000 limit per occurrence.

On the other hand, waiving the statutory tort limit (which is not being recommended) would mean a single claimant could recover up to \$2,000,000 for a single occurrence.

Staff Recommendation:

Staff recommendation is for the City to not waive the Statutory Tort Liability Limits for the term of the policy.

Voting Requirements:

Voting Options Simple Majority

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.
Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of North Branch

Check one:

- ☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- ☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: Planning Commission

Subject: Ordinance 386-24 Amending the Size of Accessory Structures

Recommended Action

Motion to Approve Ordinance 386-24 Amending the Size of Accessory Structures and authorizing the publication by title and summary.

Overview / Background

Per section 66-898 (g) of the City Code, the City limits the size of accessory buildings based on the buildable acreage of each lot. For lots 5 acres and under, the code specifies that the accessory structure square footage needs to be separated across multiple buildings. The intent is to allow one large accessory building and a shed that is under 200 sq ft.

In August 2024, Ross Otto ("Applicant") submitted a request to amend this code and allow for the accessory structure square footage to be combined. The applicant previously submitted a request for a variance, but upon further review, Staff found his request to be better suited as an ordinance amendment. The Planning Commission discussed a potential amendment to the Code at their meeting in August and indicated that they would be open to allowing for increased building size on parcels less than one acre.

Current Code Analysis

Staff conducted an analysis of the size of building permitted in the current City Code for the August 2024 Planning Commission meeting. The full report can be found in the attachments. The current sizes permitted can be found in the chart below for reference.

In August 2024, the Planning Commission discussed that they would be open to allowing for larger accessory structures on lots less than one acre of buildable land. The structures would still need to comply with setback and impervious surface requirements.

Section 66-898 (g): Size of Accessory Structures Allowed

Lot Size <u>net buildable area size</u>	Maximum Individual Building Size (square feet)	Aggregate Square Footage of All Accessory Buildings	Quantity of Detached Accessory Buildings	Maximum Height of Side Walls (feet)
Less than one-half acre <u>buildable</u>	750	750 square feet	1 up to 750 sq ft 1 </ 200 sq ft	10
One-half acre but less than one acre <u>buildable</u>	1,200	1,400 square feet	1 </ 200 sq ft 1 up to 1,200 sq ft	16
One acre or more but less than five acres <u>buildable</u>	2,500	2,500 square feet plus 250 square feet per acre	1 </ 200 sq ft 1 up to 2, 500 sq ft	16
Five acres or more but less than ten acres <u>buildable</u>	3,750	3,750 square feet plus 250 square feet per acre	4	16
Over ten acres <u>buildable</u>	4,500	4,500 square feet plus 250 square feet per acre	5	18

Recommended Amendment from Staff

If the Planning Commission is interested in updating the size of allowed accessory structure, Staff, in tandem with the Building Official, recommend doing so in the following way.

<i>Row number</i>	Lot Size <u>net buildable area size</u>	Maximum Individual Building Size (square feet)	Aggregate Square Footage of All Accessory Buildings	Quantity of Detached Accessory Buildings	Maximum Height of Side Walls (feet)

1	Less than one-half acre <u>buildable</u>	750	950 sq ft 750 square feet	1 up to 750 sq ft 1 </ 200 sq ft	10
2	One-half acre but less than three-quarter one-acre <u>buildable</u>	1,200	1,400 square feet	1 </ 200 sq ft 1 up to 1,200 sq ft	16
3	Three-quarter acre but less than one acre <u>buildable</u>	1,500	1,700 square feet	1 </ 200 sq ft 1 up to 1,500 sq ft	16
4	One acre or more but less than five acres <u>buildable</u>	2,500	2,500 square feet plus 250 square feet per acre	1 </ 200 sq ft 1 up to 2,500 sq ft 2	16
5	Five acres or more but less than ten acres <u>buildable</u>	3,750	3,750 square feet plus 250 square feet per acre	4	16
6	Over ten acres <u>buildable</u>	4,500	4,500 square feet plus 250 square feet per acre	5	18

Row 1

- This is a clean up item. The existing code allows for two structures with one sized up to 750 sq ft and the other 200 sq ft, which makes for an aggregate of 950 sq ft.

Row 2 and 3

- Staff recommends adding a third level of parcel size for parcels with three-quarter acre to one acre of buildable land. In the current code, there is a large jump between the size permitted with one acre of buildable land - from 1,200 sq ft to 2,500 sq ft. Adding a third level will help to smooth this jump, and create better parity between property owners.

Row 4

- Staff recommends updating the quantity of structures to be 2 structures. The current format of one structure <200 sq ft and another <2,500 sq ft is challenging to interpret with the increased square footage allowed building size per acre.

Other Review Items for Future Discussion

- Accessory Dwelling Units: The City currently prohibits accessory dwelling units, such as an apartment above a garage or a granny flat. This housing type has become more popular in recent years to allow for aging in place and intergenerational living. Is the Commission interested in discussing this topic further?
- Agricultural buildings: The Code in section L is challenging to interpret, and Staff recommends cleaning this language up in the future.

Recommended Amendment from Planning Commission

The Planning Commission was in support of allowing for increased accessory structure size, and they would like to see more flexibility on how the accessory structure square footage could be distributed across buildings, specifically on lots between 0.5 acre to 1 acre. The Planning Commissioner Schaffer had received input from a resident that they would like to have a 300 sq ft accessory structure on their lot sized 0.5 - 1 acres. The Commission agreed that this would be reasonable and decided to amend the proposed staff recommendation to say the following. This proposed amendment would allow for individuals to spread the allowed square footage over multiple buildings in the ratio and proportions that they see fit. No members of the public submitted comments in advance or were present for the public hearing. The Planning Commission unanimously recommended approval of the amendment below.

Lot Size <u>net buildable</u> <u>area size</u>	Maximum Individual Building Size (square feet)	Aggregate Square Footage of All Accessory Buildings	Quantity of Detached Accessory Buildings	Maximum Height of Side Walls (feet)
Less than one-half acre <u>buildable</u>	750	<u>950 sq ft</u> 750-square feet	1 up to 750 sq ft 1 </ 200 sq ft	10
One-half acre but less than three- <u>quarter</u> one-acre <u>buildab</u> <u>le</u>	1,200	1,400 square feet	1 </ 200 sq ft 1 up to 1,200 sq ft <u>2</u>	16

<u>Three-quarter acre but less than one acre buildable</u>	<u>1,500</u>	<u>1,700 square feet</u>	<u>2</u>	16
One acre or more but less than five acres <u>buildable</u>	2,500	2,500 square feet plus 250 square feet per acre	1 < 200 sq ft 1 up to 2,500 sq ft <u>2</u>	16
Five acres or more but less than ten acres <u>buildable</u>	3,750	3,750 square feet plus 250 square feet per acre	4	16
Over ten acres <u>buildable</u>	4,500	4,500 square feet plus 250 square feet per acre	5	18

Planning Commission Recommendation Action

Motion to Approve Ordinance 386-24 Amending the Size of Accessory Structures and authorizing the publication by title and summary.

Attachments

1. Ordinance 386-24
2. August Planning Commission Report

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 386-24

AN ORDINANCE AMENDING CITY CODE SECTION §66-898(G), REGARDING THE SIZE OF ACCESSORY STRUCTURES

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

Section 1. Amending Language Regarding Size of Accessory Structures
City Code Section §66-898(a), is hereby amended by adding the following underlined language and deleting the following ~~strikethrough~~ language.

Lot Size <u>net buildable area size</u>	Maximum Individual Building Size (square feet)	Aggregate Square Footage of All Accessory Buildings	Quantity of Detached Accessory Buildings	Maximum Height of Side Walls (feet)
Less than one-half acre <u>buildable</u>	750	<u>950 sq ft</u> 750 square feet	1 up to 750 sq ft 1 </ 200 sq ft	10
One-half acre but less than three-quarter one-acre <u>buildable</u>	1,200	1,400 square feet	1 </ 200 sq ft 1 up to 1,200 sq ft <u>2</u>	16
<u>Three-quarter acre but less than one acre buildable</u>	<u>1,500</u>	<u>1,700 square feet</u>	<u>2</u>	<u>16</u>
One acre or more but less than five acres <u>buildable</u>	2,500	2,500 square feet plus 250 square feet per acre	1 </ 200 sq ft 1 up to 2, 500 sq ft <u>2</u>	16

Five acres or more but less than ten acres <u>buildable</u>	3,750	3,750 square feet plus 250 square feet per acre	4	16
Over ten acres <u>buildable</u>	4,500	4,500 square feet plus 250 square feet per acre	5	18

Section 2. Summary Publication

The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Ordinance 386-24 Amending City Code Section §66-898(G), Regarding The Size Of Accessory Structures. The ordinance contains clean-up items for clarify, amendments to allow structures sized up to 1,500 on lots between 0.75 - 1 acres, and more flexibility on the distribution of size across buildings.

Section 3. Effective Date.

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

Passed by the City Council of the City of North Branch, Chisago County, Minnesota, this 8th day of October, 2024



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/02/2024

Board & Commission: Planning Commission

Subject: Otto Accessory Structure - Ordinance/Variance

Overview / Background

In February 2024, Ross Otto applied for a variance to have a 1472 sq ft shed on his property at 5967 Birch St (PID: 16.00054.10). The application did not contain a narrative or survey, and it was deemed incomplete for review. Upon further review, Staff would consider his request to be better suited as an ordinance amendment than a variance request. Given the review timeframe, staff suggested discussing the ordinance with the Planning Commission prior to requesting a second application.

Property Analysis

The subject property is approximately 2.65 acres, zoned as R-1 Single Family and within the zoning overlay districts for shoreland, floodplain, and wetland. Based on an estimate using the Chisago County GIS, the property has less than 1 acre of buildable land outside the floodplain. A survey of the property measuring the exact buildable acreage has not been conducted.

Section 66-898 (g) would allow for two accessory structures on the property: one up to 1,200 sq ft and one less than 200 sq ft.

Section 66-898 (g): Size of Accessory Structures Allowed

Lot Size <u>net buildable</u> <u>area size</u>	Maximum Individual Building Size (square feet)	Aggregate Square Footage of All Accessory Buildings	Quantity of Detached Accessory Buildings	Maximum Height of Side Walls (feet)

Less than one-half acre <u>buildable</u>	750	750 square feet	1 up to 750 sq ft 1 </ 200 sq ft	10
One-half acre but less than one acre <u>buildable</u>	1,200	1,400 square feet	1 </ 200 sq ft 1 up to 1,200 sq ft	16
One acre or more but less than five acres <u>buildable</u>	2,500	2,500 square feet plus 250 square feet per acre	1 </ 200 sq ft 1 up to 2, 500 sq ft	16

Current Code Analysis

Size of accessory structures is a regular request to City staff, and it is helpful to discuss and review the size from time to time to ensure that it is aligned with community interest.

The code allows for two separate structures and is written specifically so that the structures cannot be combined. Structures that are less than 200 sq ft do not require a building permit and are generally thought of as sheds or smaller storage buildings. Generally, staff are in support of keeping the language this way, as smaller shed type structures are often placed on properties even if a large accessory structure is on the property.

In 2017, the code was updated to require buildable area, not just total acreage on a parcel. The definition of buildable area is below. Often, the nonbuildable areas of parcels have features like wetlands or shoreland that could be adversely impacted by the increased impervious surface if the definition was for total acreage, not buildable area. If this requirement were to be for total acreage, there could be additional requests for variances from setback requirements or allowances for buildings in the front yard due to natural features on the lot.

Buildable Area means Upland-Buildable Area: An area of land excluding slopes of greater than eighteen percent (18%), surface waters, wetlands or flood plains, drainage and or utility easements where the depth to mottled soils is at least one (1) foot.

However, the allowed impervious surface coverage is based on the total area of a parcel. This means that a property owner can make an addition to their home of any size as long as it does not exceed the impervious surface allowance, meets setbacks, and meets the building code.

The overall size of structures allowed is quite permissive in comparison to other communities, especially for properties within the urban service area. In North Branch, the accessory structure standard is based on acreage, and it does not take into account a property's zoning or if it is in the urban service area. It is common for cities to have different standards for accessory

structures based on the property being in the urban or rural service area. Staff did a small survey of other communities' requirements for accessory structures below.

Surrounding Community Accessory Structure Sizes

	Urban Area*	Rural Area*
Rush City	No detached accessory building or combination of detached accessory buildings shall exceed 1,000 sq ft without CUP.	RR lots <10 acres: 1,500 sq ft RR lots 10 acres +: 3,000 sq ft A-1: 4,000 sq ft (combined)
Cambridge	1,000 sq ft in all districts, except Rural Residential and Agricultural	2 - 5 acres: 1,500 sq ft 5 + acres: 1,800
Wyoming	1,000 sq ft or 5% gross lot area, whichever is greater, with max of 2,000 sq ft	Same as urban
St. Francis	1 detached garage 840 sq ft 1 accessory structure 500 sq ft	< 1 acre: 600 sq ft 1 - 2.5 acre: 1,200 sq ft 2.5 - 5 acre: 1,500 sq ft 5 - 10 acre: 4,000 sq ft 10+ acre: 5,000

*Urban and Rural Areas generally tie to the urban service area, but some are more aligned with zoning districts.

Key Discussion Items

- Currently, the code allows for two separate structures. Does the Commission have interest in a maximum combined accessory structure size?
- Does the Commission have an interest in modifying the buildable acreage requirement?

Staff Recommendations

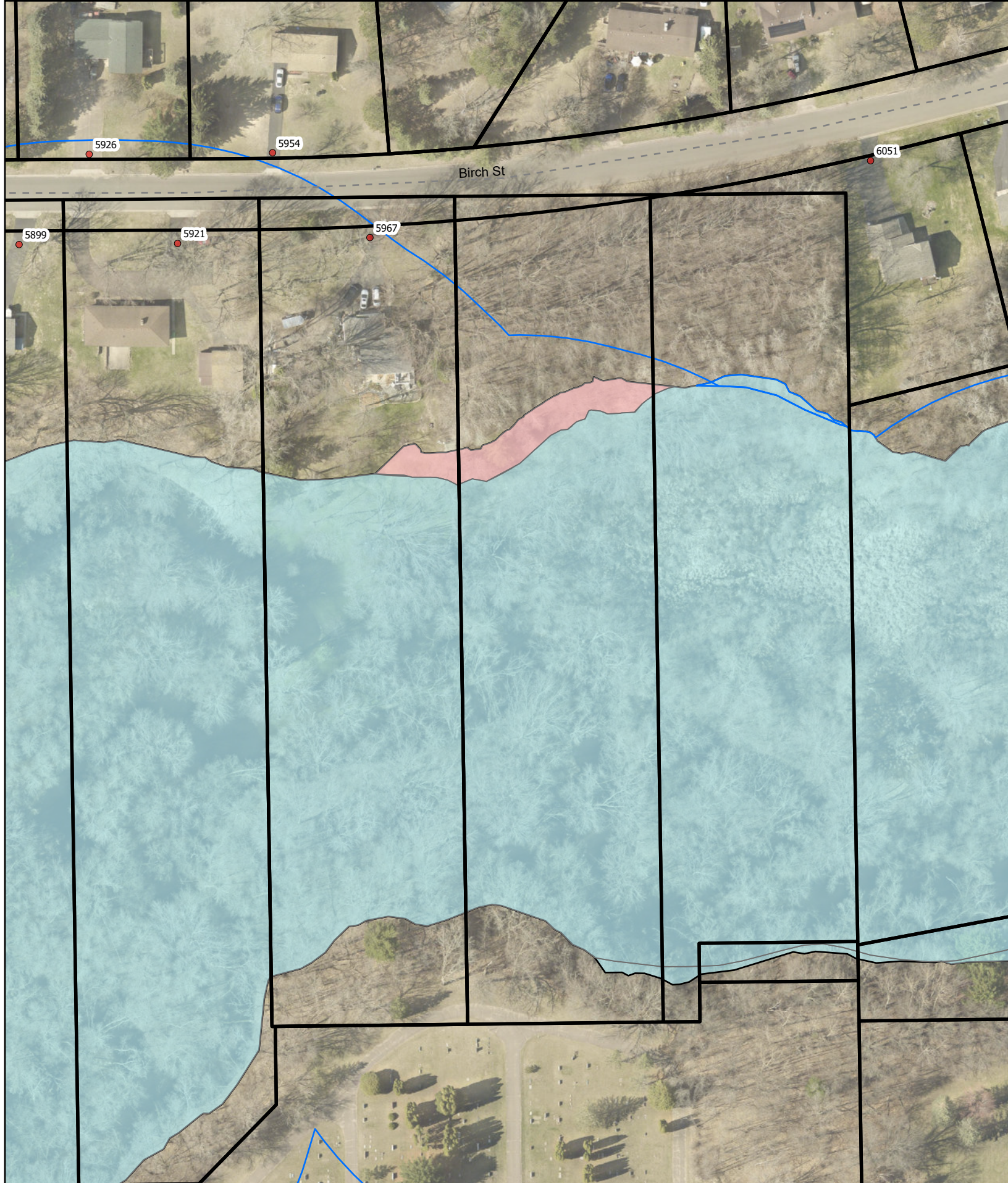
Staff is primarily looking for input at this time. Staff is in support of the current ordinance requirements, but wanted to bring forward the discussion to the Commission.

Attachments

1. Floodplain Map of 5967 Birch St

Voting Requirements:

Voting Options Simple Majority



Birch St

CITY OF

EST. 1881



5967 Birch St



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: City Council

Subject: Development Agreement for Laborers Training Center Addition

Overview / Background

The Construction Laborers' Education, Apprenticeship and Training Fund of Minnesota and North Dakota received a Preliminary Plat and Final Plat approval for Laborers Training Center Addition (Plat) on September 24, 2024 in Resolution 90-2024. The Plat creates two lots sized 95.79 acres (Lot 1) and 20.02 acres (Lot 2). Lot 1 is anticipated to develop imminently as a vocational training center with an approved Conditional Use Permit in Resolution 91-2024. As each lot develops, they will be required to enter into Site Improvement Agreements that cover the improvements to be completed on each lot such as a turn lane, stormwater pond, etc. With the creation of the new lot, a development agreement is required for the collection of fees and maintenance of the lot until development.

Recommended City Council Action

Move to approve the Development Agreement for the Laborers Training Center Addition, subject to review by the City Attorney and staff as to form.

Voting Requirements:

Voting Options Simple Majority

DEVELOPMENT AGREEMENT

LABORERS TRAINING CENTER ADDITION

THIS AGREEMENT (the “Agreement”) is entered into on this the [REDACTED] day of [REDACTED], 20[REDACTED] by and between Loren and Jane Magnison, land owners of the property legally described in Exhibit A (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, identified with the Parcel Identification (PID) No. 11.00058.00, as legally described on the attached Exhibit A (the “Subject Property”), and which Subject Property shall be referred to hereafter as Laborers Training Center Addition (the “Development”).
- B. This Agreement applies to the Development, which consists of 119.18 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 the creation of two lots, one sized 95.79 acres and the second sized 20.02 acres.
- D. The Preliminary Plat and Final Plat for the Development was approved by the City Council on September 24, 2024, pursuant to Resolution No. 90-2024, 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. At time of future development of each lot, the subsequent developers shall enter into a Site Improvement Agreement with the City for the public related improvements including, but not limited to, grading and erosion control, stormwater improvements, surface water, utilities, sidewalks, trails, and signage.

- 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.

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, store materials, 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. A Site Improvement Agreement for the lot where work is being proposed has been executed and recorded with the County Recorder Office.

1.02 Setting of Lot and Block Monuments. The first lot in the subdivision to develop shall be responsible for the placement and establishment of lot and block monuments. The improvements shall be covered by the Site Improvement Agreement at the time of development.

ARTICLE TWO DEVELOPMENT STANDARDS AND REQUIREMENT

2.01 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.

2.02 Public Sidewalks, Trails & Trail Connections. The Development has an existing trail that meets City Code requirements. Any future development on the lots that interferes with this trail shall be covered under a Site Improvement Agreement.

2.03 Park/Public Land Dedication. To meet the Park / Public Land Dedication requirements, the Developer is required to provide a land dedication, cash payment in lieu of land dedication, and/or combination of both. This Development will utilize cash payment in lieu of land dedication, and 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.

2.04 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.

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 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

4.03 Preservation of the Septic Areas. Prior to the development of each lot, the Developer shall be responsible for the preservation of reserved septic areas. The Developer shall not allow the use of property that would knowingly damage or destroy the areas shown as suitable septic as through the plat approval process, such activities include but are not limited to, mass grading, regular driving of vehicles, storage of equipment, and storage of chemicals.

4.04 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.

4.05 Final Plat. The Developer shall record the Final Plat for Laborers Training Center Addition 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.

4.06 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 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.

5.02 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.

5.03 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.

5.04 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 Laborers Training Center Addition and corresponding Final Plat Resolution No. 90-2024. 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, 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: Nate Sondrol, GIS/Parks Director

DEVELOPER:

Loren and Jane Magnison
37887 Lincoln Trail
North Branch, MN 55056
Telephone: 651-328-7968

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 and/or has obtained, as applicable, the required consents as listed and attached in Exhibit D, to this Agreement, in the form attached hereto, from all parties who have an interest in 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.

[Balance of this page intentionally left blank]

DEVELOPER

Loren and Jane Magnison, land owners of the property

By _____
Jane Magnison
Its Owner

By _____
Loren Magnison
Its Owner

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by Jane Magnison and Loren Magnison, the land owners of the Subject Property.

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:

All that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 4, T35N, R21W, lying west of the following described line:

Beginning at a point on the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T35N, R21W, which lies 330 feet West of the Southeast corner of said parcel, thence running Northwesterly in a straight line to a point on the North line of the said parcel which lies 330 feet East of the Northwest corner thereof. Together with and subject to a non-exclusive roadway easement over and across the North 33 feet of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ lying East of County Road No. 30 and the North 33 feet of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying West of the above described line, all located in Section 4, T35N, R21W all in Chisago County, Minnesota.

The Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) excepting the Railroad Right-of Way and excepting that part of the North Half of the Southwest Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$) lying West of the Westerly Right-of-Way of the Burlington Northern Right-of-Way, all in Section Four (4), Township Thirty-Five North (T35N) and Range Twenty-One West (R21W), Chisago County, Minnesota.

(Per Ancona Title and Escrow Commitment for Title Insurance, Commitment No. 2024-229005 with an effective date of April 15, 2024)

PID: 11.00058.00

Proposed Legal Description:

Lot 1, Block 1, Laborers Training Center Addition
Lot 2, Block 1, Laborers Training Center Addition

EXHIBIT B
FINANCIAL SECURITY & ESCROW

EXHIBIT C
APPROVED PLANS

**EXHIBIT D
CONSENT FORMS**

MORTGAGEE CONSENT

_____ (“Bank”) holds a mortgage encumbering the Property.

The Property is subject to the foregoing Developer’s Agreement and, accordingly, Bank hereby consents to the Developer’s Agreement; provided, that in doing so, Bank shall not be liable to the City or any other person for the performance or non-performance of the Agreement by the Developer; provided further, that in the event that Bank acquires fee title to the Property by foreclosure or sale in lieu of foreclosure, Bank shall not be required to perform any of the obligations required of the Developer in said Agreement during the Bank’s term of ownership so long as Bank is actively marketing the Property for sale and maintaining the Property in compliance with applicable ordinances.

Dated: _____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, the _____ of _____,
a _____ under the laws of _____, on behalf of the _____.

Notary Public

**FEE OWNER CONSENT
TO
DEVELOPMENT AGREEMENT**

_____, fee owners of all or part of the subject Development Property, the development of which is governed by the foregoing Development Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject Development Property owned by them.

Dated this ____ day of _____, 20____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2____,
by _____.

NOTARY PUBLIC

2024 EXHIBIT B

Laborers Training Center Addition

DEVELOPMENT INFORMATION		
Property - Acres (Total)	119.18	Lot 1 and Lot 2
Property - Acres		Lot 2
Property - Square Feet	5,191,480.8	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	-	
Sanitary Sewer Trunk	4,966.40	Per Acre	-	
Storm Sewer Trunk	-	Per Acre	-	
Park Dedication	30,035.00	5% of Land Value	30,035.00	2024 Land Market Value - \$600,700
Subdivision GIS Data Entry Fee	-	Per Acre	-	
Lot Origination Fee	40.00	Per Lot	-	
Subtotal Platting Fees			30,035.00	
[List Credits, If Applicable]			-	
Total Platting Fees			30,035.00	

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	-		
Engineering - Plan Review	-		
Environmental	-		
Legal	-		
Planning	-		
Non-Public Improvements			
Landscaping	-	-	
Construction - Site (Grading)	-	-	
Construction - Storm Ponding	-	-	
Wetland Mitigation			
Wetland Mitigation	-	-	
Public Improvements Dedicated to the City			
Landscaping	-	-	
Construction - Streets	-	-	
Construction - Utility Improvements (Storm Sewer)	-	-	
Construction - Utility Improvements (Water Main)	-	-	
Construction - Utility Improvements (Sanitary Sewer)	-	-	
Subtotal Improvement Costs	-	-	Improvements to be covered in Site Agreements
[List Credits, if Applicable]	-	-	
Total Improvement Costs	-	-	Improvements to be covered in Site Agreements

SECTION 4: LOC / ESCROW / FEES REQUIRED	SECURITY	DUE	NOTES
Cash & Escrow			
Section 1: Platting Fees	-	30,035.00	Cash
Section 2: Administrative Fees	-	-	Cash
Section 2: Development Related Costs	-	-	Development Related Items
Section 3: Cash Escrow	-	-	Cash (110%)
Security			
Section 3: Letter of Credit - Improvements	-	-	Public / Non-Public Improvements (125%)
Section 3: Letter of Credit - Wetland Mitigation	-	-	Public / Non-Public Improvements (125%)
Total Letter of Credit and Cash Required	-	30,035.00	



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: Planning Commission

Subject: Ordinance 387-24 Amending Chapter 66 of the City Code Regarding Cannabis Business Definitions, Districts, and Parking Standards

Recommended Action

Motion to Approve Ordinance 387-24 Amending Chapter 66 of the City Code Regarding Cannabis Business Definitions, Districts, and Parking Standards and authorizing the publication by title and summary.

Overview / Background

On September 24, 2024, the City Council adopted Ordinance 381-24 creating business registration standards for cannabis businesses in the City. The Ordinance includes the maximum number allowed, distance requirements from schools, time of operations, and reference to the zoning code for the areas where businesses are permitted. The MN Statute requires that city staff sign off on a state approved license regarding its zoning prior to the license being issued by MN Office of Cannabis Management. The Office of Cannabis Management is expected to issue its first licenses for city review on October 15th.

Summary of Ordinance 381-24

Ordinance 381-24 regulates the time, place, and manner in which a cannabis business can operate within the City. The full ordinance is in the attachment and Staff have provided a short summary of the key points below. All cannabis businesses must register with the City before operating, even if they have a state license.

- The North Branch Police Department will do at least one compliance check each year on retail businesses.

- One retail business registration is permitted in the City per 12,500 residents. No limit is placed on other license types.
- The City can open a municipal retail store. However, the municipal store would not count as the one retail license per 12,500 residents.
- A cannabis business shall not operate within 1,000 feet of a school.
- A cannabis retail business shall not operate within 1,000 feet of another cannabis retail business.
- Retail sales are limited to between the hours of 9:00 a.m. and 10:00 p.m., seven days a week.
- Temporary cannabis events are allowed in all non-residential districts between 10:00 a.m. and 9:00 p.m. with the appropriate license and registration.

Proposed Zoning Uses

The Office of Cannabis Management will administer 13 license types for businesses. A summary of these license types can be found in the attachments. Each of these licenses can be incorporated into the uses and definitions listed below. These uses are proposed to be added to the use table in Section 66-6 describing district uses and the definitions to be added to Section 66-8. It is best practice for zoning ordinances to have all the uses defined for clear and transparent interpretation of the ordinance.

- *Cannabis Cultivation, Outdoor* - a cannabis business licensed by the OCM involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts outdoors.
- *Cannabis Cultivation, Indoor* - a cannabis business licensed by the OCM involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts indoors.
- *Cannabis Manufacturer* - a cannabis business licensed by the OCM facility where raw, dried cannabis and cannabis parts are manufactured into other types of cannabis products, e.g. edibles or topicals.
- *Hemp Manufacturer* - a facility with a license from the OCM where businesses convert hemp into LPHE edible products.
- *Cannabis Wholesale* - a cannabis business with a license from the OCM to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.

- *Cannabis Retail* - a cannabis business with a license from the OCM or endorsement authorizing the retail sale of cannabis and cannabis products directly to consumers.
- *Cannabis Transportation* - a fleet-based cannabis business with a license from the OCM for transportation of cannabis products from one licensed business to another.
- *Cannabis Delivery* - a fleet-based cannabis business with a license from the OCM for transportation of cannabis products to the end consumer.

The Office of Cannabis Management recommends that cannabis products be zoned similarly to alcohol production and sales. In general, the City allows for sales of alcohol in all business districts, production in industrial, and production with sales as a conditional use in the industrial district. This zoning pattern seems like it would also work well for the production and sales of cannabis products.

The Office of Cannabis Management has a special license type known as a “microbusiness” and “mezzobusiness” licenses that allow for businesses to cultivate, manufacture, and sell cannabis products under the same license. Under the license, the different activities can be done at all different locations or at the same location. If a business were to conduct all the activities in one location, Staff recommends this be treated the same as a brewery with a taproom and be a conditional use in the industrial districts.

Cannabis products also have special license types for transportation and delivery services. These license users would be permitted to operate in the necessary zoning districts, but the storage of fleet vehicles for the business would best align with the industrial districts.

District Uses	Notes	R1	R2	R3	RR	AG	PUB	OSP	CBD	B	BN	I1	I2
Alcoholic Beverage & Production													
Brew Pub									P	P	P	P	P
Brewery, Production									P	P	P	P	P
Brewery, Taproom									P	P	P	C	C
Distillery, Production									P	P	P	P	P
Distillery, Tasting Room									P	P	P	C	C
<u>Cannabis Products Sales & Production</u>													
<u>Cannabis Cultivation, Outdoor</u>	<u>Licensed by OCM</u>												
<u>Cannabis Cultivation, Indoor</u>	<u>Licensed by OCM</u>												

Transportation or delivery services	1 space per employee on the maximum work shift
-------------------------------------	--

Planning Commission Summary

The Planning Commission was receptive of the state requirements and considered where the uses of cannabis businesses would appropriately be located within the City. The Commissioners asked some questions of the buffer requirements in Ordinance 381-24, adopted in September by the City Council. When considering the different uses and license types, the Commissioners recommended adding in the allowance of having indoor cultivation in the Agricultural district. A greenhouse is permitted in the Agricultural district, and it is reasonable to consider an indoor cultivation facility to be similar to a greenhouse. Staff have reflected this amendment in the report for City Council and ordinance presented. No members of the public submitted comments in advance or were present for the public hearing. The Planning Commission unanimously recommended approval of the ordinance amendment.

Attachments

1. Ordinance 387-24
2. Ordinance 381-24
3. Buffer Map
4. License types summary by OCM

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 387-24

AMENDING CHAPTER 66 OF THE CITY CODE REGARDING CANNABIS BUSINESS DEFINITIONS, DISTRICTS, AND PARKING STANDARDS

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

Section 1. Amending Section 66-8 Definitions for Cannabis Business Uses

City Code Section §66-8 is hereby amended by adding the following underlined language.

Cannabis Cultivation, Indoor - a cannabis business licensed by the OCM involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts indoors.

Cannabis Cultivation, Outdoor - a cannabis business licensed by the OCM involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts outdoors.

Cannabis Manufacturer - a cannabis business licensed by the OCM facility where raw, dried cannabis and cannabis parts are manufactured into other types of cannabis products, e.g. edibles or topicals.

Cannabis Retail - a cannabis business with a license from the OCM or endorsement authorizing the retail sale of cannabis and cannabis products directly to consumers.

Cannabis Transportation - a fleet-based cannabis business with a license from the OCM for transportation of cannabis products from one licensed business to another.

Cannabis Wholesale - a cannabis business with a license from the OCM to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.

Hemp Manufacturer - a facility with a license from the OCM where businesses convert hemp into LPHE edible products.

Section 2. Amending Section 66-6 to add Uses of Cannabis Business to appropriate districts

City Code Section §66-6, Zoning District Use Table is hereby amended by adding the

following underlined language:

District Uses	Notes	R1	R2	R3	RR	AG	PUB	OSP	CBD	B	BN	I1	I2
<u>Cannabis Products Sales & Production</u>													
<u>Cannabis Cultivation, Outdoor</u>	<u>Licensed by OCM</u>					<u>P</u>							
<u>Cannabis Cultivation, Indoor</u>	<u>Licensed by OCM</u>					<u>P</u>						<u>P</u>	<u>P</u>
<u>Cannabis Manufacturer</u>	<u>Licensed by OCM</u>											<u>P</u>	<u>P</u>
<u>Hemp Manufacturer</u>	<u>Licensed by OCM</u>											<u>P</u>	<u>P</u>
<u>Cannabis Wholesale</u>	<u>Licensed by OCM</u>											<u>P</u>	<u>P</u>
<u>Cannabis Retail³</u>	<u>Licensed by OCM</u>								<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>
<u>Cannabis Transportation and/or delivery</u>	<u>Licensed by OCM</u>											<u>P</u>	<u>P</u>
Footnotes ³ <u>Cannabis Retail. Retail allowed in industrial districts as conditional use with an approved microbusiness or mezzobusiness license from the Office of Cannabis Management.</u>													

Section 3. Amending Section 66-683 to add Parking Standards for new industry types

City Code Section §66-683, Number of Required Parking and Loading Spaces is hereby amended by adding the following underlined language.

Use	Number of Parking Spaces to be Required
<u>Indoor plant cultivation</u>	<u>1 space per employee on the maximum work shift</u>
<u>Transportation or delivery services</u>	<u>1 space per employee on the maximum work shift</u>

Section 4. Summary Publication.

The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Ordinance 387-24 Amending Chapter 66 of the City Code Regarding Cannabis Business Definitions, Districts, and Parking Standards. This ordinance contains the districts where each cannabis business license is permitted within the City and adds parking standards for uses not currently considered.

Section 5. Effective Date.

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

Passed by the City Council of the City of North Branch, Chisago County, Minnesota, this 8th day of October, 2024

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 381-24

CREATING CHAPTER 18 BUSINESS, ARTICLE XII CANNABIS REGULATION

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

Section #1. Chapter 2 of the City of North Branch City Code is hereby amended to read as follows:

ARTICLE XII CANNABIS REGULATION

Section 18-359 Findings and Purpose

The City of North Branch makes the following findings:

The purpose of this Ordinance is to implement the provisions of Minnesota Statutes Chapter 342, which authorizes the City of North Branch to protect the public health, safety, and welfare of its residents by regulating cannabis businesses within the legal boundaries of the City. The City finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of North Branch, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

Sec. 18-360 Authority & Jurisdiction

The City has the authority to adopt this Ordinance pursuant to:

- a. Minnesota Statutes §342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b. Minnesota Statutes §342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c. Minnesota Statutes §152.0263, subd. 5, regarding the use of cannabis in public places.
- d. Minnesota Statutes §394.21, regarding the authority of a local authority to adopt zoning

ordinances.

This ordinance shall be applicable to the legal municipal boundaries for the City of North Branch.

Sec. 18-361 Severability

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Sec. 18-362 Enforcement

The City of North Branch City Administrator or his/her designee is responsible for the administration and enforcement of this Ordinance. Any violation of the provisions of this Ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by Minnesota law. Violations of this Ordinance can occur regardless of whether a permit is required for a regulated activity listed in this Ordinance.

Sec. 18-363 Definitions

Unless otherwise noted in this Section, words and phrases contained in Minnesota Statutes § 342.01 and the rules promulgated pursuant to any of these acts shall have the same meanings in this Ordinance.

Cannabis Business: Any person, cooperative, or business that has been issued a license from the Office of Cannabis Management as described to Minnesota Statute §342.01 subd. 14.

Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Cultivation includes harvesting cannabis flower from mature plants, packaging and labeling immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transporting cannabis flower to a cannabis manufacturer located on the same premises, and performing other actions described in Minnesota Statutes §342.01 subd. 27 and approved by the Office of Cannabis Management.

Cannabis Retail Business: A retail location of a cannabis retailer, a cannabis mezzobusiness with a retail operations endorsement, a cannabis microbusiness with a retail operations endorsement, a medical cannabis retailer, or a medical combination business. This definition excludes lower-potency hemp edible retailers unless otherwise noted in this Ordinance.

Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product(s) to a consumer and not for the purpose of resale in any

form.

Lower-potency Hemp Edible: As defined under Minnesota Statutes §342.01 subd. 50

Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as “OCM” in this Ordinance.

Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minnesota Statutes §342.17.

Retail Registration: An approved registration issued by the City of North Branch to a state-licensed cannabis retail business.

School: A public school as defined under Minnesota Statutes §120A.05 or a nonpublic school that must meet the reporting requirements under Minnesota Statutes §120A.24.

State License: An approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business.

Sec. 18-364 Registration of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the City of North Branch without first registering with the City. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation per Minnesota Statutes §342.22 subd. 5(e).

Sec. 18-365 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the City shall conduct a preliminary compliance check to ensure compliance with local ordinances. Per Minnesota Statutes §342.13(f), within 30 days of receiving a copy of a state license application from OCM, the City shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

Sec. 18-366 Registration & Application Fees

The City shall not charge an application fee. A registration fee, as established in the City’s fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state

license fee under Minnesota Statutes §342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the City shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minnesota Statutes §342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this Section, of the adult-use retail business.

All fees collected by the City of North Branch will be retained by the City of North Branch.

Sec. 18-367 Registration & Application Submittal

The City of North Branch shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minnesota Statutes §342.22.

An applicant for a retail registration shall fill out a retail registration form, as provided by the City. Said form shall include, but is not limited to:

- Full name of the property owner and applicant;
- Address, email address, and telephone number of the applicant;
- The address and parcel ID for the property which the retail registration is sought; and
- Certification that the applicant complies with the requirements of local ordinances, including those established pursuant to Minnesota Statutes §342.13.

The applicant shall include with the form:

- the registration fee as required in Section 18-366; and
- a copy of a valid state license or written notice of OCM license preapproval.

Once an application is considered complete, the City shall inform the applicant as such, process the application fees, and review the application for approval or denial. The application fee shall be non-refundable once processed.

Sec. 18-368 Registration & Application Approval

A state-licensed cannabis retail business application *shall not* be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Sec. 18-377 Limiting of Registrations.

A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this Ordinance.

A state-licensed cannabis retail business application that meets the requirements of this Ordinance shall be approved.

Sec. 18-369 Annual Compliance Checks

The City of North Branch's Police Department shall complete at minimum one compliance check per calendar year of every cannabis business with a retail registration to assess if the business meets age verification requirements, as required under Minnesota Statutes §342.22 subd. 4(b), Minnesota Statutes §342.24, and this Ordinance.

The City's Police Department shall conduct at minimum one unannounced age verification compliance check at least once per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this Section must be reported to the Office of Cannabis Management.

Sec. 18-370 Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration if it seeks to move to a new location still within the legal boundaries of the City of North Branch.

Sec. 18-371 Renewal of Registration

The City shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City.

A cannabis retail registration issued under this ordinance shall not be transferred.

Sec. 18-372 Renewal Fees

The City Clerk shall charge a renewal fee for the registration starting at the second renewal, as established in Section 18-366. the City's fee ordinance schedule.

Sec. 18-373 Renewal Application

The application for renewal of a retail registration shall include, but is not limited to, items required under Sec. 18-367 of this Ordinance.

Sec. 18-374 Suspension of Registration

The City may suspend a cannabis retail business's registration if it violates this Ordinance or poses an immediate threat to the health or safety of the public. The City shall immediately notify the cannabis retail business and the OCM in writing the grounds for the suspension. OCM will provide the City of North Branch and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

Sec. 18-375 Length of Suspension

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of North Branch Auditor may reinstate a registration if it determines that the violations have been resolved. The City of North Branch Auditor shall reinstate the registration if OCM determines that the violation(s) have been resolved.

Sec. 18-376 Civil Penalties

Subject to Minnesota Statutes §342.22, subd. 5(e) the City may impose a civil penalty, as specified in City's Fee Schedule, for registration violations, not to exceed \$2,000.

Sec. 18-377 Limiting of Registrations

The City shall allow one active cannabis retail business registration for every 12,500 residents (population as determined by the State of Minnesota Demographer's Office). For purposes of determining the number of cannabis retail business registrations for the City, if a number under 12,500 remains after applying the 12,500 increments to City's population, that fractional amount is also accorded one active cannabis retail business registration.

In applying this limitation, cannabis retail business applications will be prioritized based upon the date the application is received by the City. Applications will be reviewed in the order the applications were received, starting with the earliest received. Incomplete applications or those not following the requirements of this Ordinance will be removed from the order.

If applications are received on the same day and those applications outnumber the maximum number of registrations allowed, a committee comprised of the City Administrator, Police Chief, and Community Development Director will select which application(s) to accept. The decision

shall be based upon factors such as completeness, feasibility of the proposal, safety, community needs, and distance from other cannabis retailers.

Sec. 18-378 Requirements for Cannabis Businesses

Minimum Buffer Requirements:

- A cannabis business shall not operate within 1,000 feet of a school.
- A cannabis retail business shall not operate within 1,000 feet of another cannabis retail business.

For the purposes of this article, the distance shall be determined by horizontal measurement from the nearest existing school, public park as described above, or cannabis retail business to the nearest point of the structure housing the proposed new cannabis business use.

Per Minnesota Statutes §462.357 subd. 1e, nothing in this section shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

Sec. 18-379 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, or hemp-derived consumer products between the hours of 9:00 a.m. and 10:00 p.m., seven days a week.

Sec. 18-380 Zoning and Land Use

Zoning requirements for cannabis businesses with located in the City Code Chapter 66 Zoning, Article V Districts and District Regulations.

Cannabis businesses shall follow the City's sign regulations contained in the City Code Chapter 66 Zoning, Article VI Signs.

Sec. 18-381 License or Permit Required for Temporary Cannabis Events

A license or permit is required to be issued and approved by the City prior to holding a Temporary Cannabis Event. A registration fee, as established in City of North Branch's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

The City of North Branch Auditor shall require an application for Temporary Cannabis Events. An applicant shall fill out an application form, as provided by the City. Said form shall include,

but is not limited to:

- Address where the temporary cannabis event will be located;
- Full name of the property owner and applicant; and
- Address, email address, and telephone number of the applicant.

The applicant shall include with the form:

- The registration fee and
- A copy of the OCM cannabis event license application, submitted pursuant to Minnesota Statutes §342.39 subd. 2.

The application shall be submitted to the City Clerk. If the application is deficient with respect to the above requirements, the City shall return the application with a notice of the deficiencies.

Once an application is considered complete, the City shall inform the applicant as such, process the registration fees, and forward the application to the Police Department for final approval. The City may deny an application if the applicant has not sufficiently planned or detailed feasible safety and security plans.

The application fee shall be non-refundable once processed.

The application for a license for a Temporary Cannabis Event shall meet the following standards:

- Except for low-potency cannabis edibles, onsite consumption is prohibited.
- Temporary cannabis events shall only be held between the hours of 10:00 a.m. and 9:00 p.m.
- Temporary cannabis events are prohibited in residential districts.
- Temporary cannabis events must comply with the buffer requirements described in Sec. 18-378.
- Temporary cannabis events must comply with all requirements detailed in Minnesota Statutes §342.40. The application shall include a detailed plan addressing the requirements of Minnesota Statutes §342.40, subds. 3, 4, 5, 6, 7, and 8.

A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City shall notify the applicant of the standards not met and basis for denial.

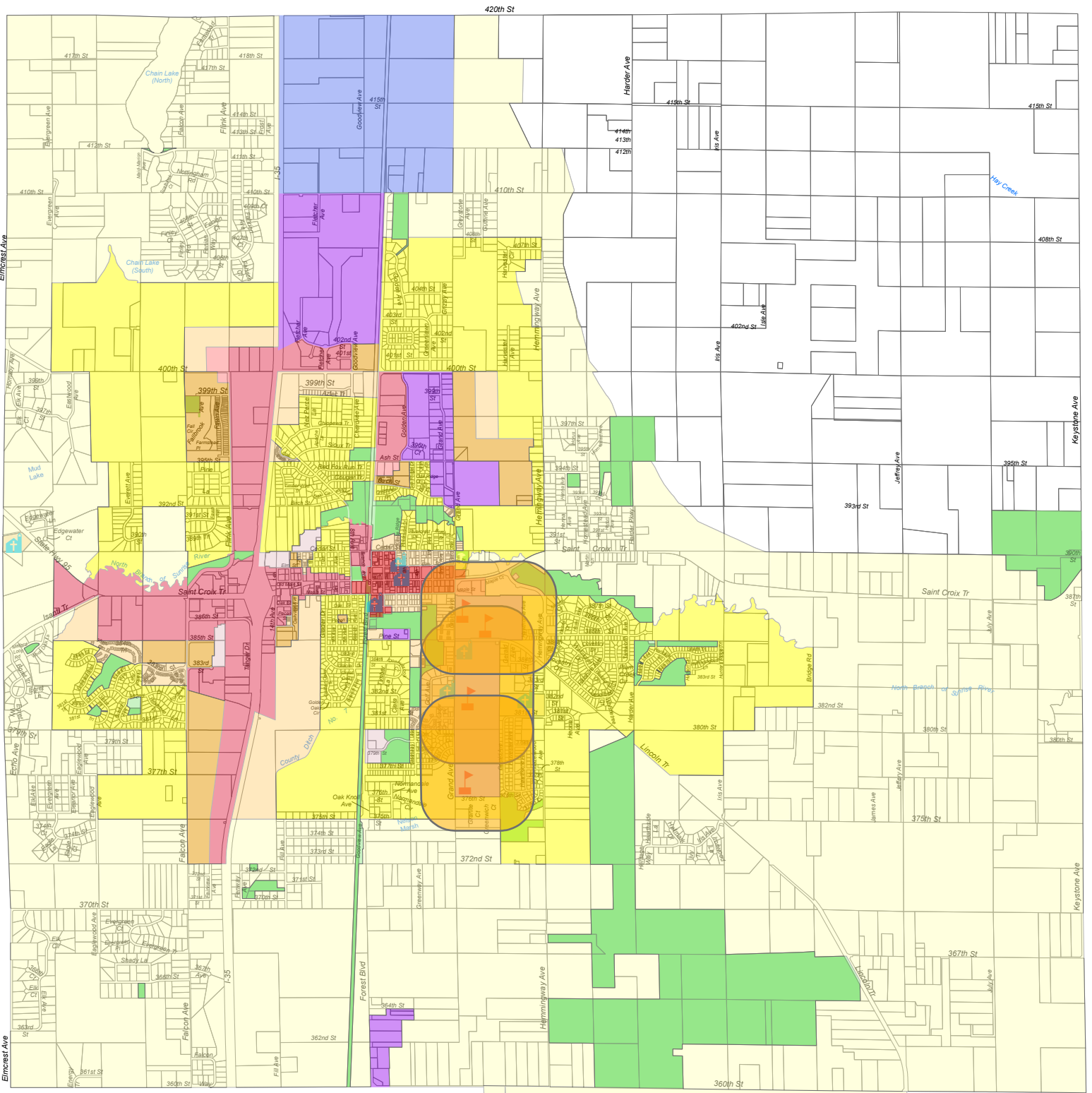
Sec. 18-382 Local Government as a Cannabis Retailer

The City may establish, own, and operate a municipal cannabis retail business subject to the restrictions in this Ordinance. A municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Sec. 18-377. A municipal cannabis retail store is subject to all the same rental license requirements and procedures applicable to all other applicants.

Section #2. Summary Publication

The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Ordinance 381-24 Creating Chapter 18 Business, Article XII Cannabis Regulation. The ordinance regulates the time, place, and manner in which cannabis businesses operate within the City to comply with MN state statutes and uphold the health, safety, and welfare of the City's resident.



Cannabis Business Buffers

Schools Cannabis 1,0'000

License Types

Minnesota law allows for **13** different types of business licenses, each fulfilling a unique role in the cannabis and hemp supply chain. In addition to license types below, OCM will also issue endorsements to license holders to engage in specific activities, including producing, manufacturing, and sale of medical cannabis for patients.

Microbusiness

Microbusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusiness may also operate a single retail location.

Mezzobusiness

Mezzobusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusiness may also operate up to three retail locations.

Cultivator

Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer

Manufacturers may manufacture cannabis products and hemp products, and package such products for sale to a licensed cannabis retailer.

Retailer

Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler

Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business.

Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

License Types (continued)

Transporter

Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility

Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer

Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service

Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business

Medical cannabis combination businesses may cultivate cannabis and manufacture cannabis and hemp products, and package such products for sale to customers, patients, or another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer

Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell hemp concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer

Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Each license is subject to further restrictions on allowable activities. Maximum cultivation area and manufacturing allowances vary by license type. Allowable product purchase, transfer, and sale between licensees are subject to restrictions in the law.



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: City Council

Subject: Resolution 95-2024 Extending Final Plat Approval for Wildridge 13th Addition

Overview / Background

On November 14, 2023, the City Council approved the Final Plat for the 13th Addition of the Wildridge subdivision, per Resolution No. 069-23-CC. This Plat contains 39 single-family residential lots and two (2) outlots on 31.52 acres, located at the end of 382nd Drive and 384th Street, and is anticipated to be the final phase of the development. City Code Section 54-70 requires that a final plat be recorded within 365 of approval unless an extension is requested in writing. The Developer, Vanmore Companies, requested an extension of the final plat on September 6, 2024. The Developer anticipates to start construction in the Spring of 2025. The plat still meets City standards, and Staff supports the extension request with a new recording deadline of October 8, 2025.

With the extension of the Final Plat, some of the dates within the Development Agreement also need to be extended to accommodate the new construction timeline.

Recommended City Council Action

Move to approve Resolution 95-2024 Extending the Approval of the Final Plat For Wildridge 13th Addition to October 8, 2025 subject to conditions as presented by staff.

Move to approve the First Amendment to the Development Agreement for the Wildridge 13th Addition, subject to review by the City Attorney and staff as to form.

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-95-2024

**RESOLUTION EXTENDING THE APPROVAL OF THE FINAL PLAT FOR
WILDRIDGE 13th ADDITION**

WHEREAS, the Vanmore Companies, Inc. ("Developer") has requested Final Plat approval for Wildridge 13th Addition ("Plat"); and,

WHEREAS, the Plat proposes to create 39 single-family residential lots and two (2) outlots ("Development") on 31.52 acres, located at the end of 382nd Drive and 384th Street (PINs: 11.00409.17 and 11.01073.49) ("Subject Property"), as legally described in Exhibit A and depicted on said Plat; and,

WHEREAS, the Subject Property is guided Low Density Residential, per the 2018 Comprehensive Plan ("Land Use") and zoned R1 – Single-Family Residential ("Zoning"); and,

WHEREAS, on July 25, 2022, the City Council approved the Preliminary Plat for the Development, per Resolution No. 047-23-CC; and,

WHEREAS, on November 14, 2023, the City Council approved the Final Plat for the Development, per Resolution No. 069-23-CC; and,

WHEREAS, City Code Section 54-70 requires that a final plat be recorded within 365 of approval unless an extension is requested in writing; and,

WHEREAS, the developer made a written request for an extension of the final plat on September 6, 2024.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Final Plat for Wildridge 13th Addition is hereby approved with the following conditions:

1. The extension granted by this Resolution shall expire on October 8, 2025, unless the applicant submits a final plat within the deadline or submits another extension request in writing and receives authorization from City Council. In the event that a final plat has not been recorded by October 8, 2025 and no extension has been requested, all approvals granted herein shall be voided and it will be necessary for the Developer to file a new preliminary plat application.
2. Title work for the Plat shall be provided to and conform to any requirements resulting

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

3. Owner shall pay to the City all applicable fees and expenses incurred by the City as related to the Development.
4. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the Development shall comply with all applicable state laws and city codes, ordinance, and regulations.

BE IT FURTHER RESOLVED, the City of North Branch and Vanmore Companies, Inc. shall execute an updated Developer's Agreement for the Development, identifying the terms and conditions of the development and fees, escrows and financial security obligations of the Applicant. The Agreement shall be filed with Chisago County for recording. This resolution authorizes staff to make minor changes including the final amounts for financial security and development fees based on updated bids or estimates supplied by the developer.

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 received and executed 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 Applicant.

ADOPTED this 8th day of October, 2024.

**FIRST AMENDMENT TO
DEVELOPMENT AND SUBDIVISION AGREEMENT FOR WILDRIDGE 13TH
ADDITION**

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR WILDRIDGE 13TH ADDITION** (“Amendment”) is made effective as of the _____ day of _____, 2024 (“Effective Date”), and entered into by and between the City of North Branch, a Minnesota municipal corporation (the “City”), and VANMORE COMPANIES, INC., a Minnesota corporation (the “Developer”).

RECITALS

WHEREAS, on November 14, 2023, the City Council approved the Development Agreement and Final Plat for the Development, per Resolution No. 069-23-CC; and,

WHEREAS, in accordance with City Code Section 54-70 the Developer requested a written extension of the recording of the Final Plat and Development Agreement; and,

WHEREAS, the original Development and Subdivision Agreement required public and private improvements to be completed by August 31, 2025; and,

WHEREAS, the City Council approved an extension for the recording the Final Plat until October 8, 2025 per Resolution No. 95-2024.

AGREEMENT

NOW, THEREFORE, the original Development and Subdivision Agreement shall be amended as follows:

Changes in the following sections are denoted with an underline for **new text** or a strikethrough for **deleted language**

1. Section 4.3.1. Public Improvements. Subject to Unavoidable Delays as hereinafter defined, the Developer shall cause the construction of the Public Improvements ~~to be commenced by November 1, 2023 and shall cause the construction of the Public Improvements~~ to be substantially completed by June 30, 2026 ~~August 31, 2025~~. Substantially completed term throughout this document means all items for the development are completed and installed to City specification but the street wear course.
2. Section 4.3.2. Private Infrastructure Improvements. Subject to Unavoidable Delays as hereinafter defined, the Developer shall cause the construction of the Private

Infrastructure Improvements to be commenced by November 1, 2023 or on such other date as the parties hereto shall mutually agree in writing and shall cause the construction of the Private Infrastructure Improvements to be substantially completed by June 30, 2026 ~~August 31, 2025~~.

NOW, THEREFORE BE IT FURTHER RESOLVED, the parties hereto hereby agree as follows:

1. **Full Force and Effect.** Except as amended and modified herein this Amendment, all of the terms and provisions of the Development and Subdivision Agreement shall remain in full force and effect.

[Signature follow on next page]

[Balance of this page intentionally left blank]

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 Wolfe
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 Wolfe, 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

Vanmore Companies, Inc

By _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by Vice President of VanMore Companies, Inc., a Minnesota Corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: City Council

Subject: Ordinance 388-24 Amending Section 66-6 to add the Keeping of Domestic Fowl and Honeybees as an Accessory Use

Recommended Action

Motion to approve Ordinance 388-24 Amending Section 66-6 to add the Keeping of Domestic Fowl and Honeybees as an Accessory Use and authorize the publication by title and summary.

Overview / Background

At the April 23, 2024 meeting, the City Council heard from a resident regarding the keeping of chickens on residential lots zoned R1 – Single Family residential. At the June 11, 2024 meeting the City Council discussed the issue further. Generally, the Council was in support of allowing the use on residential lots, but wanted some protections to have the chickens not become a nuisance to surrounding properties.

At the August 6, 2024 Planning Commission meeting, the Commissioners discussed the keeping of chickens on lots through the City. Generally, the Commissioners had consensus that chickens should be permitted as an accessory use in residential districts. Staff took the feedback provided by the Planning Commission and has proposed the changes found in the attachments.

There are two Chapters in the City Code that regulate the keeping of domestic fowl - Chapter 6 Animals and Chapter 66 Zoning. Chapter 6 Animals sets the standards for keeping of domestic fowl on residential properties. Chapter 66 Zoning describes the districts where the use is permitted, and the activity is allowed as principal or accessory use. Ordinance 388-24 amends Chapter 66 Zoning and describes the zoning districts where the Keeping of Domestic Fowl and Honeybees is permitted as an accessory use. Ordinance 389-24 amends Chapter 6 Animals and sets the standards for people who would like to keep domestic fowl and honeybees on their property.

Issue to Consider

1. Zoning Districts

Analysis of Issues

1. Zoning Districts

The Code currently allows for the keeping of honeybees and fowl where the “principal use of the property shall be single-family residential and contain a single-family residential structure.” Staff recommends adding this use as a permitted accessory use in residential districts where single-family homes are permitted. This will help clarify in the future that this use is allowed and direct future staff, elected officials, and residents to the applicable City Code section.

Single-family homes constructed prior to December 31, 2022 are a permitted use in the Central Business District (CBD). No new homes are permitted to be constructed in this district. This zoning restricts the expansion of more single-family homes and generally directs toward limiting single family homes as a use in the CBD. Since the keeping of fowl is only allowed as an accessory use to a single-family home, it seems reasonable to limit the keeping of fowl in the CBD as well. In the zoning proposed, staff recommends allowing the keeping of fowl as an interim use. This would allow for current owners to have fowl but allow for the City to place an appropriate “sunset” date on the use. Typically, interim use permits expire with the sale of property or after a certain number of years has passed.

District Uses	Standards	R1	R2	R3	RR	AG	PUB	OSP	CBD	B	BN	I1	I2
A. RESIDENTIAL USES													
Household Living													
Dwelling, Single-Family		P	P		P	P							
Dwelling, Single-Family (Prior to December 31, 2022)									P				
F. ACCESSORY USES													
Permitted Accessory Uses													
Keeping of Domestic Fowl and Honeybees	Section 6- 82	P	P		P	P			I				

Planning Commission Recommendation

The Planning Commission discussed the keeping of domestic fowl during their August meeting and held a public hearing on the ordinance at the October meeting. The Commissioners were in support of the use being permitted as accessory to a single family home and did not have any edits to the amendments proposal made by Staff. No members of the public submitted

comments in advance or were present for the public hearing. The Planning Commission unanimously recommended approval of the amendment.

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 388-24

AMENDING SECTION 66-6 TO ADD THE KEEPING OF DOMESTIC FOWL AND HONEYBEES AS AN ACCESSORY USE

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

Section 1. Amending Section 66-6 to add the Keeping of Domestic Fowl and Honeybees as an accessory use.

City Code Section §66-6, Zoning District Use Table is hereby amended by adding the following underlined language:

District Uses	Standards	R1	R2	R3	RR	AG	PUB	OSP	CBD	B	BN	I1	I2	SO
F. ACCESSORY USES														
Permitted Accessory Uses														
Keeping of Domestic Fowl and Honeybees	Section 6- <u>82</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>			<u>I</u>					

Section 2. Summary Publication

The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Ordinance 388-24 Amending Section 66-6 to add the Keeping of Domestic Fowl and Honeybees as an Accessory Use. The ordinance permits the keeping of domestic fowl and honeybees as an accessory use to single family homes in all residential districts and as an interim accessory use in the central business district.

Section 3. Effective Date.

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

Passed by the City Council of the City of North Branch, Chisago County, Minnesota, this 8th day

of October, 2024



Prepared By: Nathan Sondrol, GIS Specialist/Parks Director

Presenter: Nathan Sondrol, GIS Specialist/Parks Director

Date: 10/03/2024

Board & Commission: City Council

Subject: Resolution R-96-2024 Approving the Release of the Letter of Credit for the Boka Haven Development

Background Information

D & E Real Estate, LLC, has requested the release of the letter of credit associated with the Boka Haven Assisted Living located within the City of North Branch. City Staff have reviewed the request, completed site inspections, and fully accepted the final site improvements.

The City Engineer recommends release of the letter of credit as shown below:

Letter Of Credit Summary

Original LOC Amount \$198,974.00
Reduction Request #1 \$191,474.00
Remaining LOC Amount to be released \$7,500.00

Requested Action

Recommend Approval of Resolution R-96-2024 authorizing the release of financial security for the Boka Haven Assisted Living Facility.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-96-2024

A RESOLUTION AUTHORIZING THE RELEASE OF FINANCIAL SECURITY FOR THE BOKA HAVEN ASSISTED LIVING FACILITY.

WHEREAS, in accordance with the Site Improvement Agreement ("Agreement") for Boka Haven Assisted Living ("Development"), dated September 28, 2023, D & E Real Estate, LLC ("Developer"), agreed to install certain site improvements ("Improvements") for said Development, and provide Financial Guarantee ("Security"), in the form of Letter of Credit, covering the installation and construction of those "Improvements;" and,

WHEREAS, the Developer has completed certain Improvements as of September 26, 2024, as required by the Agreement for the Development, and has requested a final release to the Security; and,

WHEREAS, the Agreement required an original Security deposit provided to the City totaling \$1,780,837, of which the Developer has been previously reduced to \$7,500 until final acceptance; and,

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NORTH BRANCH, MINNESOTA, TO RELEASE THE SECURITY FOR THE DEVELOPMENT

October 3, 2024

Linda Woulfe
Interim City Administrator
City of North Branch
PO Box 910 - 6408 Elm Street
North Branch, MN 55056

Re: Boka Haven Assisted Living
Release of Letter of Credit

Dear Ms. Woulfe:

D & E Real Estate, LLC, has requested to release of the letter of credit associated with Boka Have Assisted Living located within the City of North Branch. We have reviewed the request, completed site inspections, and fully accepted the final site improvements.

We recommend release of the letter of credit as shown below:

Letter Of Credit Summary

Original LOC Amount	\$198,974.00
Reduction Request #1	\$191,474.00
Remaining LOC Amount to be released	\$7,500.00

Please contact me with any questions.

Sincerely,

WSB



Justin Messner, PE
City Engineer



Prepared By:

Presenter:

Date: 10/03/2024

Board & Commission: City Council

Subject: Resolution R-97-2024 Reducing the Letter of Credit for Schoolside Village 4th Development

Background Information

Casselberry Development LLC, has requested the release of the letter of credit associated with the Schoolside Village 4th located within the City of North Branch. City Staff have reviewed the request and completed site inspections. A portion of the work covered by the letter of credit has been completed to City standards, and staff recommends reducing the letter of credit to relate to the progress on the development.

The City Engineer recommends release of the letter of credit as shown below:

Letter Of Credit Summary

Original LOC Amount \$1,364,206.25
Reduction Request #1 \$813,227.39
Remaining LOC Amount to be released \$550,978.86

Requested Action

Recommend Approval of Resolution R-97-2024 authorizing the reduction of financial security for Schoolside Village 4th Addition.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-97-2024

**A RESOLUTION AUTHORIZING A FINANCIAL SECURITY REDUCTION FOR
SCHOOLSIDE VILLAGE 4TH ADDITION**

WHEREAS, in accordance with the Development Agreement ("Agreement") for Schoolside Village 4th Addition ("Development"), dated March 26, 2024, Casselberry Development, LLC ("Developer"), agreed to install certain public improvements ("Improvements") for said Development, and provide Financial Guarantee ("Security"), in the form of Letter of Credit, covering the installation and construction of those "Improvements;" and,

WHEREAS, the Developer has completed certain Improvements as of September 26, 2024, as required by the Agreement for the Development, and has requested an initial reduction to the Security; and,

WHEREAS, Agreement required an original Security deposit provided to the City totaling \$1,364,206.25, of which the Developer is requesting a reduction of said Security to \$550,978.86, which is 40% of the original Security as required by the Agreement, to reflect the work completed.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, a reduction in the Security for the Development from \$1,364,206.25 to \$550,978.86 is hereby authorized.

BE IT FURTHER RESOLVED, the Developer shall furnish to the City a replacement Letter of Credit, or cash deposit, in the amount reduced as stated above, and in accordance with the standard Letter of Credit template as provided by the City.

BE IT FURTHER RESOLVED, no further reductions to the Security for the Development shall be authorized until the Developer is prepared to submit an Offer of Dedication for the completion and warranty of the Improvements and/or the City fully accepts the Improvements as required for the Development.

October 3, 2024

Linda Woulfe
Interim City Administrator
City of North Branch
PO Box 910 - 6408 Elm Street
North Branch, MN 55056

Re: Schoolside Village 4th Addition
 Letter of Credit Reduction Request #1

Dear Ms. Woulfe:

Casselberry Development LLC has requested to reduce the letter of credit associated with Schoolside Village 4th Addition located within the City of North Branch. We have reviewed the request and receipt of payment from Gustafson Excavating, Inc. for work completed to date.

We recommend approval of the letter of credit reduction in the amount of **\$813,227.39** as shown below:

Letter Of Credit Summary

Original LOC Amount	\$1,364,206.25
Reduction Request #1	\$813,227.39
Remaining LOC Amount	\$550,978.86

Based on our review of work done to date and the costs remaining at this time, the remaining letter of credit amount of \$550,978.86 is adequate to cover the total cost of completion and retainage.

Please contact me with any questions.

Sincerely,

WSB



Justin Messner, PE
City Engineer



Prepared By: Nathan Sondrol, GIS Specialist/Parks Director

Presenter: Nathan Sondrol, GIS Specialist/Parks Director

Date: 10/04/2024

Board & Commission: Parks, Trails and Open Space Commission

Subject: Veterans Memorial Grant Fiscal Agent Agreement

Background Info

The North Branch City Council approved the North Branch Veteran's Memorial Committee to construct a veterans memorial in Central Park and entered into an MOU agreement for the Memorial.

The North Branch Veterans Memorial Committee is looking to apply for grant and legislative funding to assist with the funding to complete the Veterans Memorial in Central Park and is requesting the city enter into an agreement and act as the city sponsor for the project to allow for the ability to apply for and receive grant funding. The agreement would be similar to the agreement utilized for the engineering services provided for the memorial.

The PTOS Commission discussed this at the September 9, 2024, meeting and recommended approval of an agreement between the City and North and the North Branch Veterans Memorial Committee that would allow the city of North Branch to act as the fiscal agent for grant funding solicitation through the state. The City adopted a financial policy

Attached is the fiscal agreement.

Requested Action

To recommend approval of the city acting as project sponsor for potential grant funding for the Veterans Memorial in Central Park and to approve a fiscal grant agreement with the North Branch Beautification Veterans Memorial Committee.

Voting Requirements:

Voting Options Simple Majority

**Fiscal Agent Agreement between
the City of North Branch
and North Branch Veterans Memorial Committee**

This agreement is made this _____ day of _____ between the City of North Branch, Minnesota ("Fiscal Agent") and North Branch Beautification Association Veterans Memorial Committee ("Operating Entity").

Purpose of Agreement

The Operating Entity has proposed that the Fiscal Agent sponsor a project (the "Project") to do the following (describe):

Financial Grant Administration for a Veterans Memorial within the City of North Branch's city limits.

The Fiscal Agent has determined that sponsorship of the Project would be consistent with its goals and wishes to work with the Operating Entity for the implementation and operation of the Project.

1. The fiscal Agent hereby agrees to sponsor the Project and to assume financial grant administration for the purposes of the requirements of the funding organization in accordance with the City's Fiscal Agent Services Policy included within the City's Financial Management Policy. The Operating Entity agrees to implement and operate the Project, in accordance with the terms of this agreement and with the terms and conditions of any grants received or restricted funds donated to said project. This agreement is for sole purposes of said project for the solicitation and administration of grant funding and the fiscal agent has no control over any other of the operating entity's financial accounts.
2. The Project shall be operated in a manner consistent with the Fiscal Agent's legal requirements and as described in this agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements of the grant award, nor shall the Operating Entity carry on activities or use funds in any way that jeopardizes the Fiscal Agent's status.
3. The Operating Entity will provide all information and prepare all reports, including interim and final reports that may be required by any grant contracts. The Fiscal Agent will provide monthly financial reports to the Operating Entity showing revenue and expenditure details to include as documentation with the grant reports.
4. The Operating Entity will not assign nor transfer any of its duties as described in the Project's work plan without the consent of the Fiscal Agent and the subsequent review and approval of any subcontractor agreements.
5. On behalf of the Operating Entity, the Fiscal Agent will establish and operate for the use of the Project, a designated account ("account") segregated on the fiscal Agents books. All amounts deposited into a Project's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.

6. The fiscal Agent will disburse funds from the Account in the following manner:

Operating Entity will provide detailed invoices from each vendor. Invoices presented for payment must be given to the Fiscal Agent within fifteen (15) days of their due date so late charges do not accrue. The detailed invoice shall include the name of the person or company providing the materials or services, address, telephone number, the date(s) the work/service/materials was done, scope of work completed (first payment, final payment, etc), and invoice due date.

These detailed invoices must be accompanied by an attested statement which says the following: "I affirm this claim is just and correct and that no part of it has been previously paid and that the items billed for have been received by the Operating Entity."

Disbursements will be restricted to the support and implementation of the Project only.

7. The Operating Entity designates _____ (name(s) or title(s)) to act as authorizing official(s). The authorizing official shall act as principal coordinator of the Project's daily business with the Fiscal Agent and shall have the sole authority to sign disbursement requests.
8. The Fiscal Agent designates _____ (name or title) as the authorized official to serve as the primary contact with both the Grantor organization and the Authorizing Official of the Operating Entity.
9. The Fiscal Agent and Operating Entity will maintain all financial records relating to the Project according to generally accepted accounting principles.
10. The Operating Entity will reflect the activities of the Project to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Operating Entity to accomplish the purposes of this Project. The sponsored organization will provide the Fiscal Agent with proper documentation to accomplish this, including furnishing the Fiscal Agent with the Operating Entity's Federal Employer Identification Number.
11. This agreement, including any amendments, will terminate if any of the following events occur:
- a. The Fiscal Agent requests the Operating Entity to cease activities that it deems might jeopardize its legal status and the Project fails to comply within a period of ten days;
 - b. The Operating Entity fails to raise sufficient funds to accomplish the construction of the Veterans Memorial within three years of the execution date of this agreement.
 - c. The Operating Entity fails to perform or observe any other covenant of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
 - d. Upon expiration of four weeks after either the fiscal Agent or Operating Entity has given written notice of its intent to terminate the agreement.
 - e. This agreement shall only be for the financial grant administration for the Veterans Memorial project and shall terminate upon completion.

12. In the event this Agreement is terminated, the Fiscal Agent will process any final invoices approved for payment and then prepare a final report of funds for the Operating Entity. Any remaining funds will be returned to the Operating Entity within fifteen days of the termination. The Operating Entity will be responsible for any reporting to grantors and/or donors with respect to the termination of the agreement and the status of the remaining funds.
13. Operating Entity hereby agrees to defend, indemnify, and hold harmless the Fiscal Agent from any liability, claims, or causes of action arising from said project.
14. Nothing in this agreement shall be construed or implied to create a partnership, joint venture, or joint powers entity.
15. This Agreement shall supersede any prior oral or written understandings or communications between the parties hereto and constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, excluding the existing Veterans Memorial MOU. This Agreement may not be amended or modified, except in writing and as signed by both parties hereto. Should any part of this Agreement be deemed invalid or unenforceable as for any reason whatsoever, the remaining portions hereof shall remain in full force and effect as though those portions deemed invalid or unenforceable had never been included therein.
16. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for the Fiscal Agent:

Accepted for the Operating Entity

Printed Name of Authorized Signer

Printed Name of Authorized Signer

Signature of Authorized Signer

Signature of Authorized Signer

Date

Date

CENTRAL PARK - VETERAN'S MEMORIAL

North Branch, Minnesota

WSB Project No. 023090-000
Issue Date..... 10/04/2023

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
L1.0	TITLE SHEET
L2.0	LAYOUT PLAN
L3.0	GRADING PLAN
L4.0	PLANTING PLAN
L5.0	DETAILS



1 PROJECT LOCATION MAP
L1.0 SCALE: NOT TO SCALE

REVISIONS	
NO.	DESCRIPTION

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.

Robert A. Sljivka III
DATE: 10/04/2023 LIC. NO. 44337

TITLE SHEET

Veteran's Memorial
City of North Branch

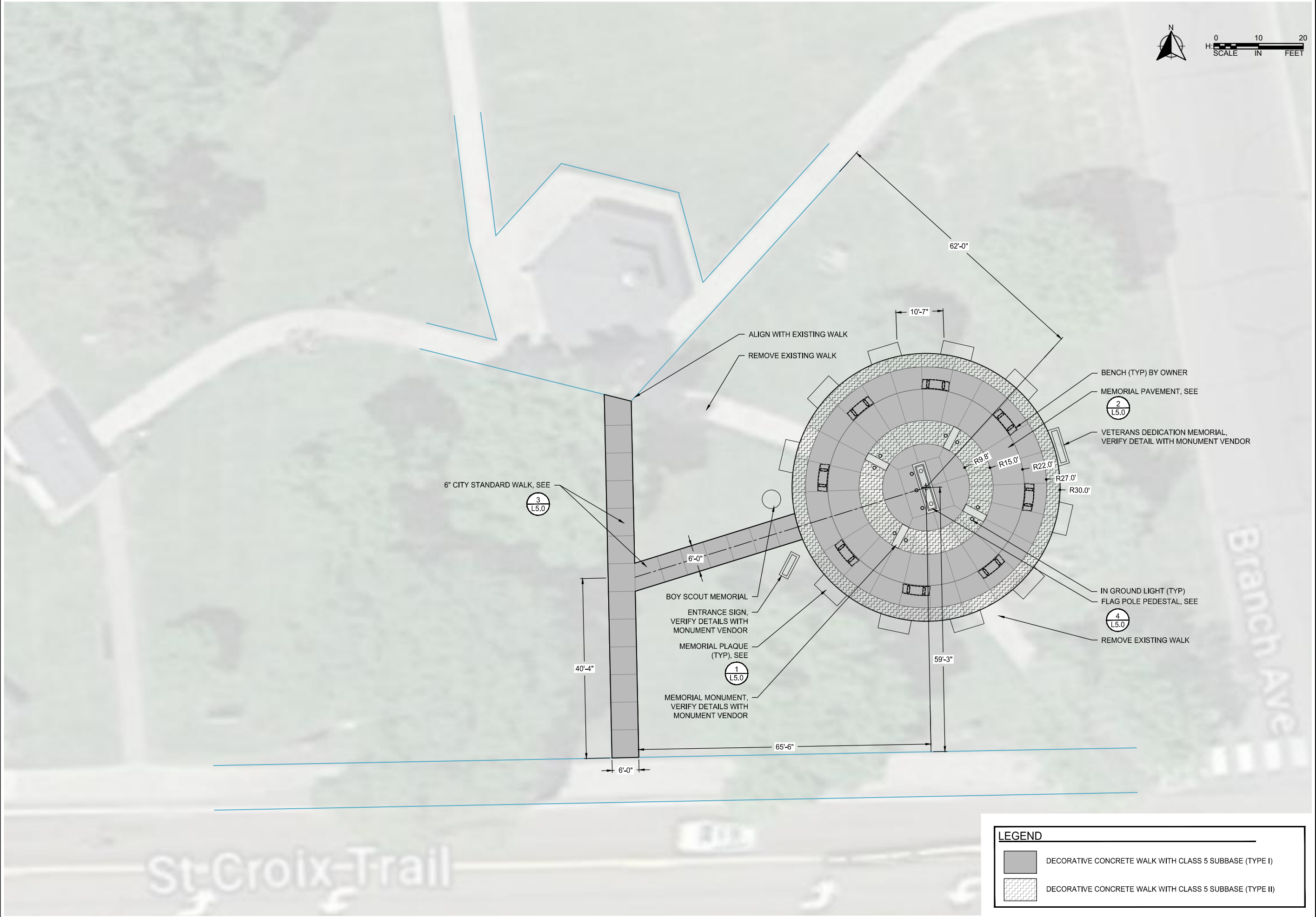
CLIENT PROJECT NO.
XXXXXX

WSB PROJECT NO.
023090-000

SHEET

L1.0
Page 170 of 315

K:\023090-000\CadPlan\023090-000-LP-SITE-PLAN.dwg 10/4/2023 9:16:38 AM



REVISIONS

NO.	DATE	DESCRIPTION

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.

Robert A. Slipka III
DATE: 10/04/2023 LIC. NO. 44337

LAYOUT PLAN

Veteran's Memorial
City of North Branch

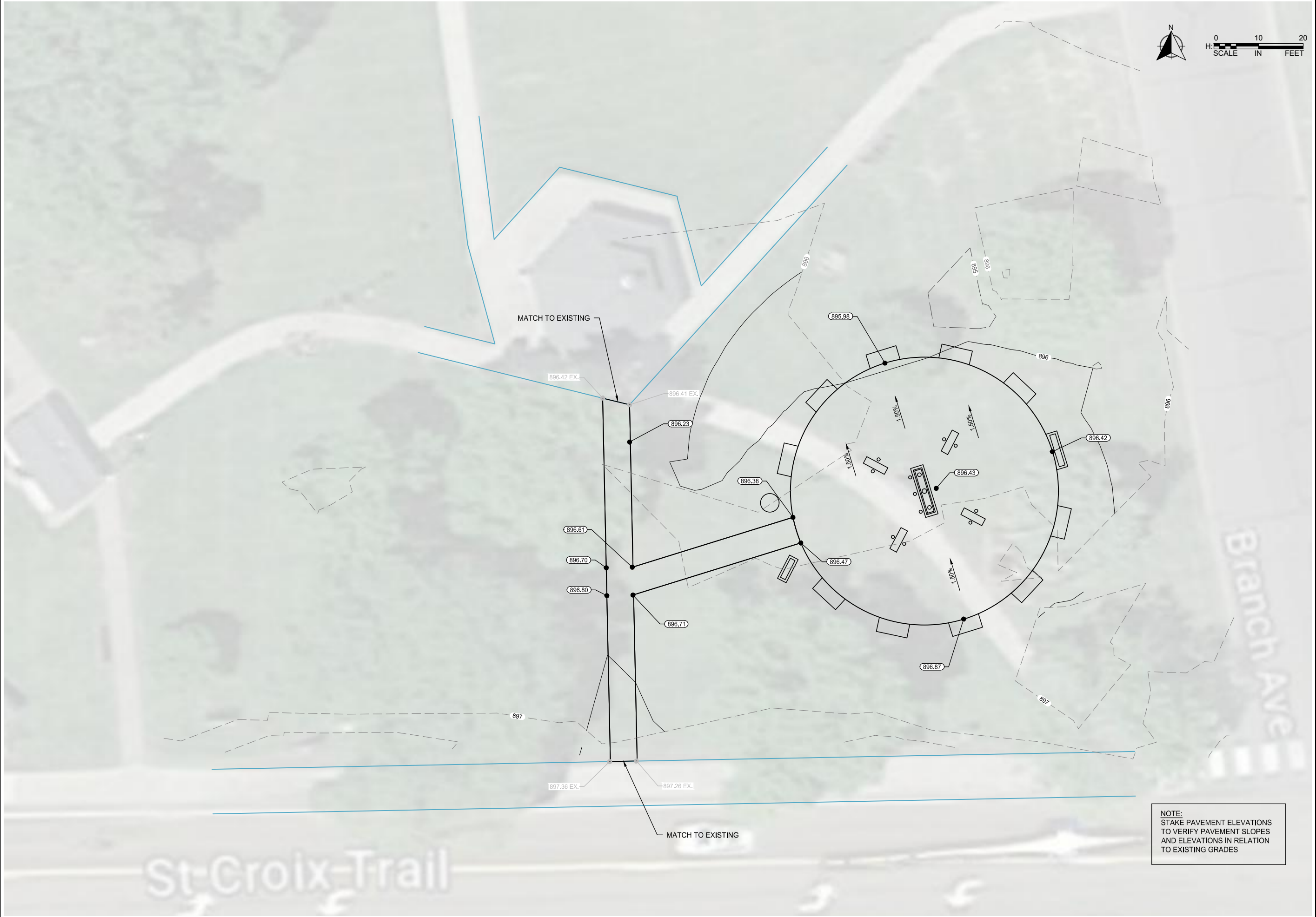
CLIENT PROJECT NO.
XXXXXX

WSB PROJECT NO.
023090-000

SHEET

L2.0
Page 171 of 315

K:\023090-000\CadPlan\023090-000-LP-GRAD-PLAN.dwg 10/4/2023 9:16:44 AM



NOTE:
STAKE PAVEMENT ELEVATIONS
TO VERIFY PAVEMENT SLOPES
AND ELEVATIONS IN RELATION
TO EXISTING GRADES

SCALE: AS SHOWN
PLAN BY: KP
DESIGN BY: KP
CHECK BY: RS

REVISIONS

NO.	DATE	DESCRIPTION

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.

Robert A. Slipka III
DATE: 10/04/2023 LIC. NO. 44337

GRADING PLAN

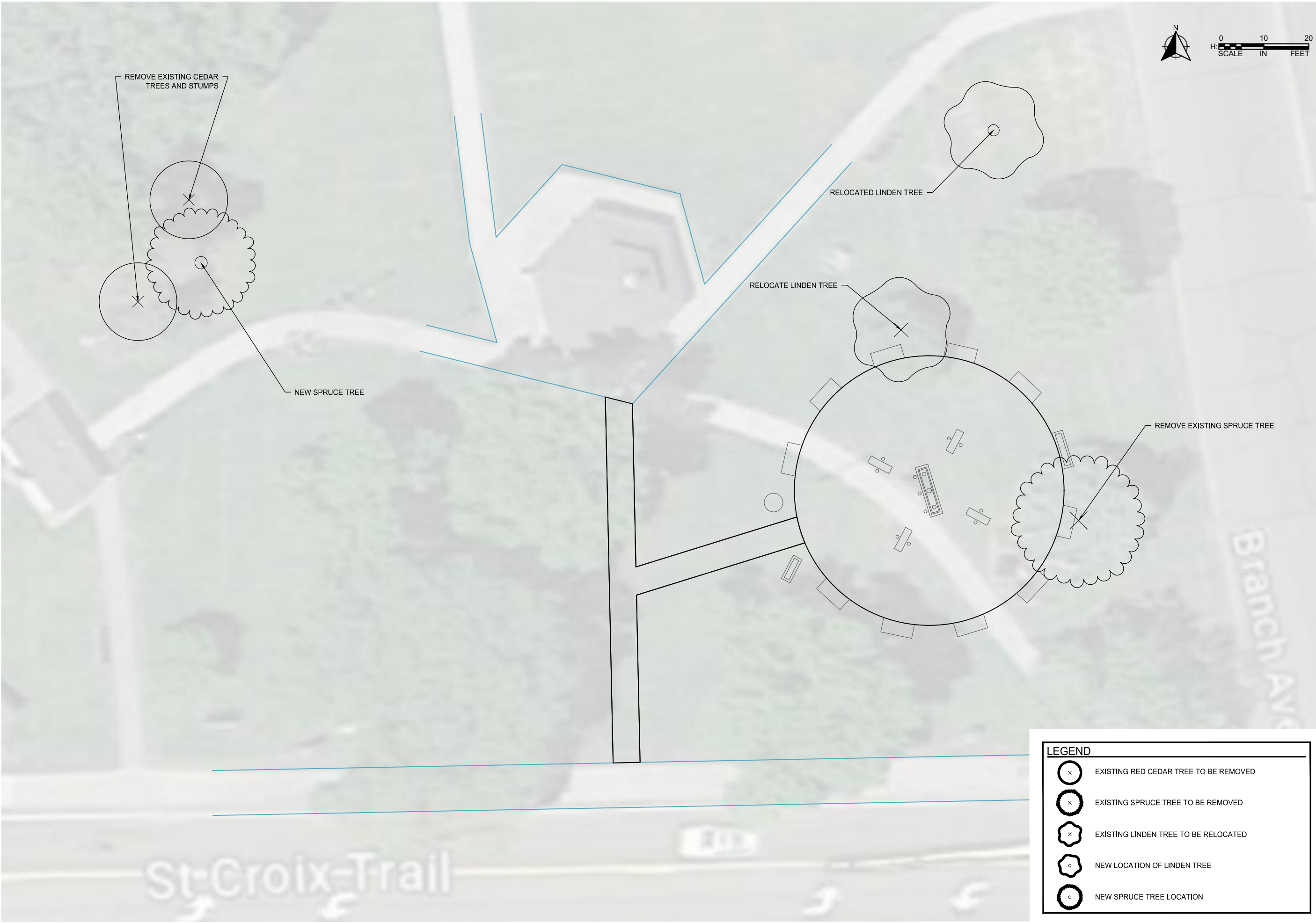
Veteran's Memorial
City of North Branch

CLIENT PROJECT NO.
XXXXXX

WSB PROJECT NO.
023090-000

SHEET

K:\023090-000\Cad\Plan\023090-000-LP-PLNT-PLAN.dwg 10/4/2023 9:16:48 AM



LEGEND	
	EXISTING RED CEDAR TREE TO BE REMOVED
	EXISTING SPRUCE TREE TO BE REMOVED
	EXISTING LINDEN TREE TO BE RELOCATED
	NEW LOCATION OF LINDEN TREE
	NEW SPRUCE TREE LOCATION

wsb

SCALE: AS SHOWN
PLAN BY: KP
DESIGN BY: KP
CHECK BY: RS

REVISIONS	
NO.	DESCRIPTION

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.

Robert A. Slipka III

DATE: 10/04/2023LIC. NO. 44337

PLANTING PLAN

Veteran's Memorial
City of North Branch

CLIENT PROJECT NO. XXXXXX
WSB PROJECT NO. 023090-000
SHEET L4.0

REVISIONS

NO.	DATE	DESCRIPTION

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.

Robert A. Slipka III

DATE: 10/04/2023 LIC. NO. 44337

DETAILS

Veteran's Memorial
City of North Branch

CLIENT PROJECT NO.

XXXXXX

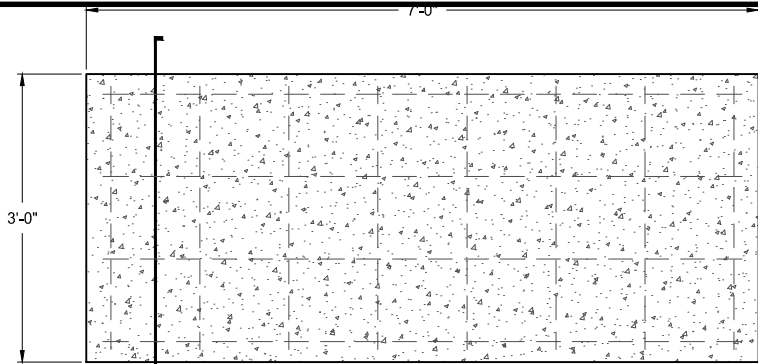
WSB PROJECT NO.

023090-000

SHEET

L5.0

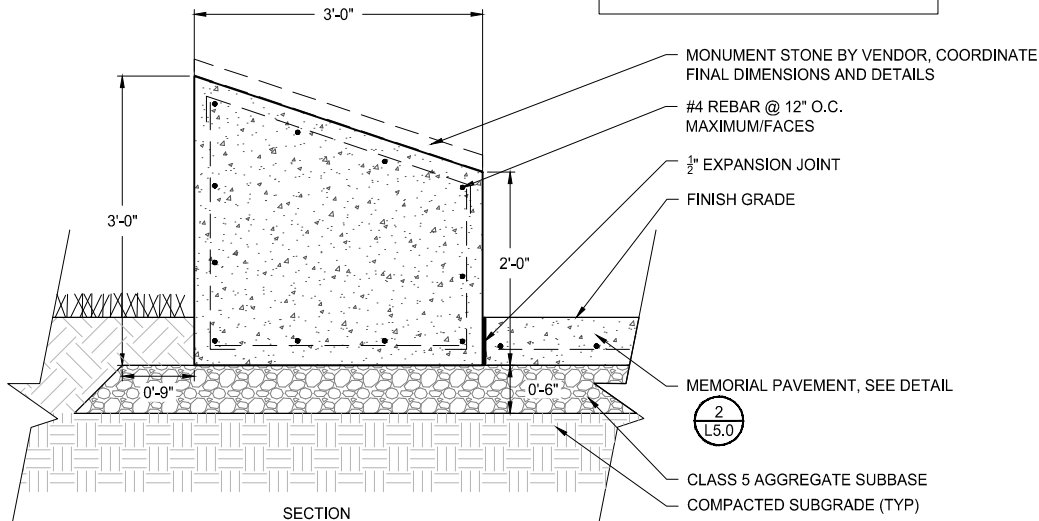
Page 174 of 315



PLAN

1
L5.0

NOTE:
VERIFY COLOR AND FINISH WITH OWNER

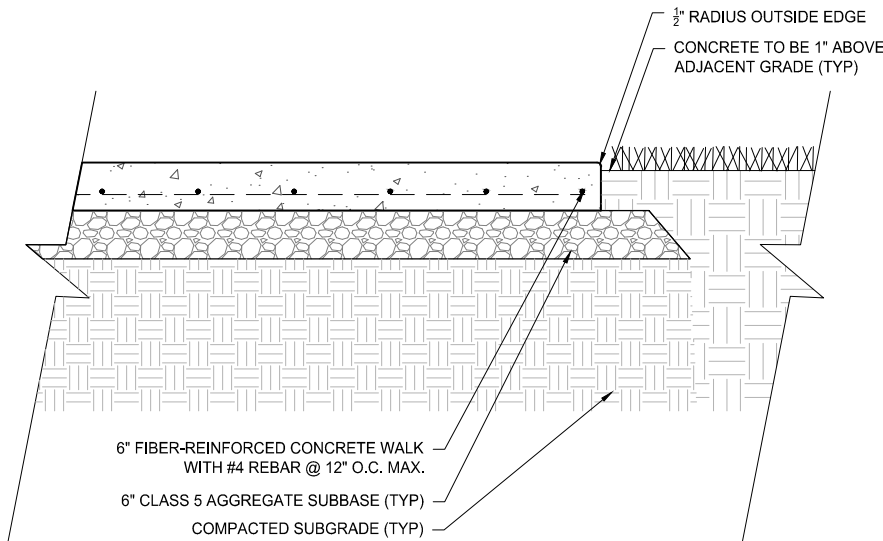


SECTION

2
L5.0

1
L5.0

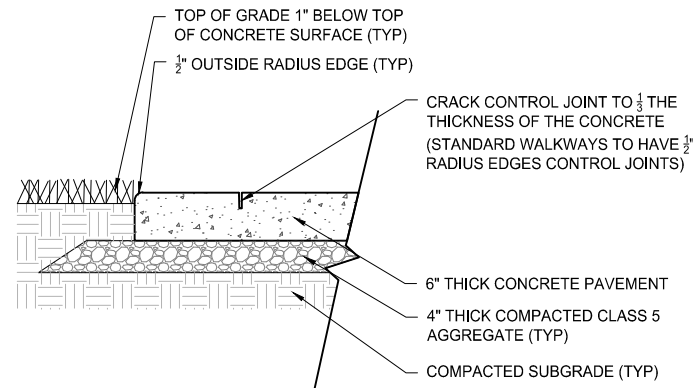
MEMORIAL PLAQUE



NOTE:
VERIFY COLOR AND FINISH WITH OWNER

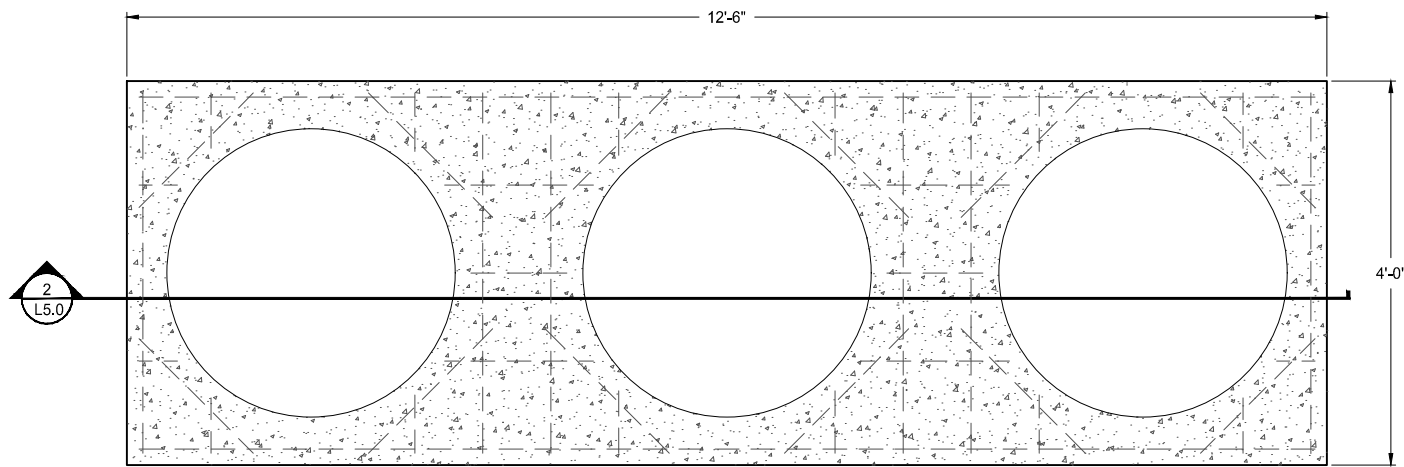
2
L5.0

MEMORIAL PAVEMENT



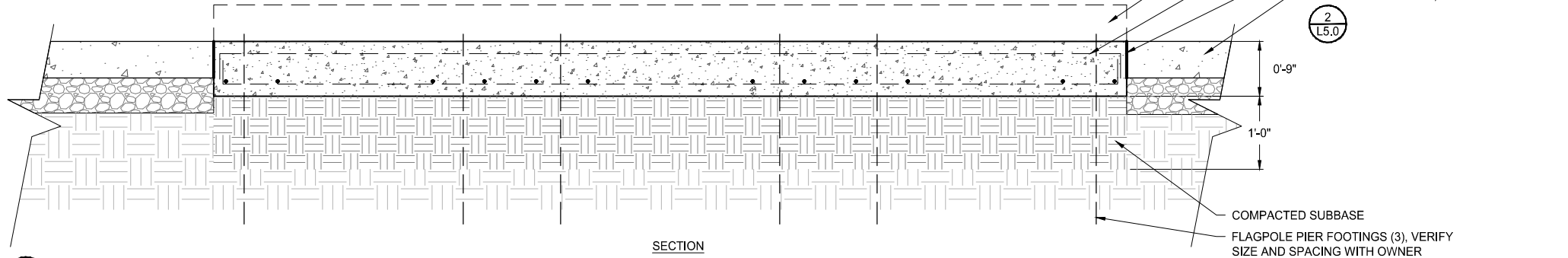
3
L5.0

TYPICAL 6' CONCRETE SIDEWALK



2
L5.0

NOTE:
VERIFY COLOR AND FINISH WITH OWNER



SECTION

2
L5.0

4
L5.0

BASE SUPPORT FOR FLAGPOLES



Prepared By: Shawn Williams, Public Works Director, Shawn Williams, Public Works Director

Presenter: Shawn Williams, Public Works Director, Shawn Williams, Public Works Director

Date: 10/04/2024

Board & Commission: City Council

Subject: Resolution R-99-2024 Approving 2024 Overlay Pay Request #1

The City's 2024 overlay is underway and Knife River Corporation has submitted pay request #1 for the amount of \$172,437.80. The quantities completed have been reviewed and agreed upon by the contractor and WSB the City's engineer as accurate, and recommend that the City of North Branch approve construction pay voucher #1 for Knife River Corporation.

For reference, I have included the project back ground information below.

The City's 2024 street overlay project was advertised and four bids were opened August 15th, 2024. WSB checked the bids for mathematical accuracy and the low bid was from Knife River Corporation-North Central for the amount of \$1,394,908.50. Funding for the project will come from the City's state aid account for the state aid roads and the local streets will come from pavement improvement fund which includes tax levy dollars and franchise fees. I am asking council to consider approving this project as planned.

Contractor	Grand Total Bid
Knife River Corporation-North Central	\$1,394,908.50
Asphalt Surface Technologies Corporation	\$1,519,759.80
North Valley Inc.	\$1,572,808.11
Bituminous Road Ways Inc.	\$1,878,361.50
<i>Engineers Estimate</i>	<i>\$1,757,620.00</i>

Below is a project recap.

Each year, the city's goal is to perform road maintenance to the city's collective 110 miles of streets to preserve and enhance this asset. As the council is aware, our streets, water, sanitary and storm sewers are the most valuable and costly infrastructure that city has to maintain. Doing routine maintenance at the right time preserves and protects this investment. Our street system

collectively consists of 30 miles of gravel surface and the remaining 80 miles are asphalt.

The initial pavement life cycle when newly constructed is based on a 20 year span, providing the key maintenance is done at the right times during this life cycle. This key maintenance consists of crack sealing every three to five years and overlaying the street at 20 years. North Branch is doing all of this. However, our street improvement budget is short on funding to maintain annually what is needed based on this 20 cycle. With that said, we have made huge strides and are moving forward since funding was attained in 2017, by means of Franchise fees and levy funds that council has added to our street improvement fund each year thereafter. Our levy funding goal for our local street improvement fund needs to be at \$1M/year, currently it is at \$400K.

The 2024 Street Overlay project is made up of local and state aid streets that are identified in our street overlay plan in need of surface pavement replacement.

The first step for this project is to authorize preparation of plans and specifications and approve a contract with WSB for design and construction services.

It is understood that the existing roadway widths will be maintained and minimal impact will be made outside the curb or edge of bituminous, with the exception of as-needed curb replacement or shoulder work. This project will consist of a 2 inch asphalt overlay on the local and state aid streets. On the state aid portion of this project it also includes the addition of adding turn lanes on Flink Ave. at 392 St. for north and south-bound traffic. Turn lanes for this intersection have been planned since 2016. However, there have been some challenges along the way hindering their installation. The turn lanes are needed as 392nd St. is a through street to Hwy. 95 and with developments, the turn movements have significantly increased supporting this need. Parks Director Sondrol is also seeking grant funding when available to finish the walking trail on the west side of Flink from 392 St. to the southern connection point on Flink, so by completing this turn lane now the trail work will not be hindered. The proposed roads are listed below:

Flink Ave from Hwy. 95 to 412th St.	370th St-(Kates Estates)
Old Main St. from Oakview Ave to 14th Ave	371 St.-(Kates Estate)
Elm St. from 14th Ave to 100 west of 12th Ave	372 St.-(Kates Estates)
Oakview Ave from Hwy. 95 to Elm St	373 St. -(Kates Estates)
14th Ave from Old Main to Elm	374 St. -(Kates Estates)
Fenway Ave-(Kates Estates)	375th St.-(Kates Estates)
Fill Ave (Kates Estates)	**if bids come in under budget and or funding remains it will be used to overlay
Flink Turn Lanes-north and south bound at 392 St	**additional streets in our overlay plan as we did last year to maximize the funding.

The total project budget is \$1,869,618.30. The state aid project portion is \$1,210,671.40, and the local project portion is \$658,946.93. As a reminder State Aid Funding comes from the state, and is not city tax dollars and can only be used to fund state aid road construction projects. Cities that are over 5K in population are eligible to designate 20% of their roads as state aid to receive funding for them, and we have done that. The fee for WSB to design the local and state aid plans, includes all proposed overlay costs as well as all engineering, administrative, inspection, materials testing and contingency costs is \$134,580.00 The project

will be funded from the street improvement fund.

The roadways identified on the map in red and blue are designated for the overlay. Project completion is estimated to be late summer of 2024.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-99-2024

Resolution R-99-2024 Approving 2024 Overlay Pay Request #1

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

WHEREAS, Knife River has submitted pay number 1 in the amount of \$172,437.80, and the quantities have been reviewed and approved by both the contractor and the City's Engineer WSB and Associates as accurate,

Now, Therefore, Be It Resolved That: The City of North Branch Council approve the 2024 Overlay Pay Request number 1 in the amount of \$172,437.80 as outlined in the said report for the local and state aid streets as presented.



October 2, 2024

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

Re: 2024 Street Overlay Project
City of North Branch, MN
WSB Project No. 025057-000

Dear Mr. Williams:

Please find enclosed Construction Pay Voucher No. 1 for the above referenced project in the amount of \$172,437.80. 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. 1 for Knife River Corporation.

The amount indicated above reflects work certified through October 2, 2024, with a 5% retainage applied. Please include one executed copy with the payment to Knife River Corporation 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.

Sincerely,

WSB

Justin Messner PE
Director, Municipal Services

Attachments

kkp

Client: City of North Branch 6408 Elm Street North Branch, MN 55056-0910	Contractor: Knife River Corporation - North Central 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379
---	--

WSB Project No.: 025057-000
Client Project No.:
State Project No.: SAP 225-118-003 SAP 225-120-004, SAP 225-106-004
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$1,394,908.50	Original	\$1,394,908.50
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$1,394,908.50	Total	\$1,394,908.50

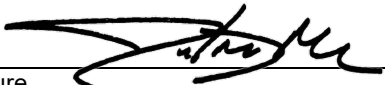
Work Certified To Date	
Base Bid Items	\$181,513.47
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$181,513.47

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$181,513.47	\$181,513.47	\$9,075.67	\$0.00	\$172,437.80	\$172,437.80
Percent Retained: 5%			Percent Complete: 13.01%		

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 Knife River Corporation - North Central



Signature



Signature

10/02/2024

Date

10/2/24

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	10/02/24	\$181,513.47	\$9,075.67	\$172,437.80

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
A - SAP 225-118-003 - FLINK AVE	\$136,715.92	\$6,835.80	\$0.00	\$129,880.12	\$129,880.12
B - SAP 225-120-004 - ELM STREET	\$1,286.88	\$64.34	\$0.00	\$1,222.54	\$1,222.54
C - SAP 225-106-004 - OAKVIEW AVE	\$15,315.41	\$765.77	\$0.00	\$14,549.64	\$14,549.64
D - Local	\$28,195.26	\$1,409.76	\$0.00	\$26,785.50	\$26,785.50

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	State Aid	\$129,880.12	\$777,668.00	\$777,668.00	\$129,880.12
2	State Aid	\$1,222.54	\$51,232.50	\$51,232.50	\$1,222.54
3	State Aid	\$14,549.64	\$58,085.50	\$58,085.50	\$14,549.64
4	Local	\$26,785.50	\$507,922.50	\$507,922.50	\$26,785.50

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$53,000.00	1	0.5	\$26,500.00	0.5	\$26,500.00
2	2104.502	REMOVE MANHOLE	EACH	\$750.00	1	0	\$0.00	0	\$0.00
3	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.25	60	0	\$0.00	0	\$0.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.85	200	0	\$0.00	0	\$0.00
5	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$18.00	60	0	\$0.00	0	\$0.00
6	2104.503	REMOVE CURB & GUTTER	L F	\$6.37	2900	2871	\$18,288.27	2871	\$18,288.27
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$3.00	50	66.5	\$199.50	66.5	\$199.50
8	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.00	1000	0	\$0.00	0	\$0.00
9	2104.518	REMOVE BITUMINOUS WALK	S F	\$2.00	1100	0	\$0.00	0	\$0.00
10	2104.518	REMOVE CONCRETE WALK	S F	\$2.00	1100	832	\$1,664.00	832	\$1,664.00
11	2106.507	EXCAVATION - COMMON	C Y	\$15.00	500	0	\$0.00	0	\$0.00
12	2112.519	SUBGRADE PREPARATION	RDST	\$200.00	12	0	\$0.00	0	\$0.00
13	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	\$35.00	300	0	\$0.00	0	\$0.00
14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$190.00	35	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
15	2123.610	1.5 CU YD BACKHOE	HOUR	\$220.00	20	0	\$0.00	0	\$0.00
16	2575.523	WATER	MGAL	\$21.50	50	0	\$0.00	0	\$0.00
17	2211.509	AGGREGATE BASE CLASS 5	TON	\$30.70	100	0	\$0.00	0	\$0.00
18	2221.509	SHOULDER BASE AGGREGATE CLASS 1	TON	\$27.00	4000	0	\$0.00	0	\$0.00
19	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$110.00	20	0	\$0.00	0	\$0.00
20	2232.504	MILL BITUMINOUS SURFACE (1.75")	S Y	\$2.50	12600	0	\$0.00	0	\$0.00
21	2232.604	MILL BITUMINOUS SURFACE (SPECIAL)	SY	\$1.90	15880	0	\$0.00	0	\$0.00
22	2331.603	JOINT ADHESIVE	L F	\$0.65	9100	0	\$0.00	0	\$0.00
23	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.50	4700	0	\$0.00	0	\$0.00
24	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$76.00	10700	0	\$0.00	0	\$0.00
25	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$95.00	200	0	\$0.00	0	\$0.00
26	2501.502	18" RC PIPE APRON	EACH	\$1,800.00	1	0	\$0.00	0	\$0.00
27	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$50.50	10	0	\$0.00	0	\$0.00
28	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$65.00	50	0	\$0.00	0	\$0.00
29	2504.602	ADJUST GATE VALVE & BOX	EACH	\$400.00	10	0	\$0.00	0	\$0.00
30	2506.502	CHIMNEY SEAL	EACH	\$380.00	13	12	\$4,560.00	12	\$4,560.00
31	2506.502	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$4,000.00	1	0	\$0.00	0	\$0.00
32	2506.502	CASTING ASSEMBLY	EACH	\$1,050.00	2	0	\$0.00	0	\$0.00
33	2506.502	ADJUST FRAME & RING CASTING	EACH	\$330.00	11	0	\$0.00	0	\$0.00
34	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$600.00	11	0	\$0.00	0	\$0.00
35	2521.518	6" CONCRETE WALK	S F	\$12.00	2000	589	\$7,068.00	589	\$7,068.00
36	2521.518	3" BITUMINOUS WALK	S F	\$3.80	1000	0	\$0.00	0	\$0.00
37	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$34.75	2800	2871	\$99,767.25	2871	\$99,767.25
38	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$85.50	50	66.5	\$5,685.75	66.5	\$5,685.75
39	2531.603	7" CONCRETE VALLEY GUTTER	L F	\$50.50	100	15	\$757.50	15	\$757.50

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
40	2531.618	TRUNCATED DOMES	S F	\$60.00	200	73.72	\$4,423.20	73.72	\$4,423.20
41	2563.601	TRAFFIC CONTROL	LS	\$12,000.00	1	0.5	\$6,000.00	0.5	\$6,000.00
42	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,500.00	1	0	\$0.00	0	\$0.00
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$150.00	40	44	\$6,600.00	44	\$6,600.00
44	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$2.25	4000	0	\$0.00	0	\$0.00
45	2574.507	COMMON TOPSOIL BORROW	C Y	\$25.00	500	0	\$0.00	0	\$0.00
46	2574.508	FERTILIZER TYPE 3	LB	\$1.25	230	0	\$0.00	0	\$0.00
47	2575.505	SEEDING	ACRE	\$850.00	1	0	\$0.00	0	\$0.00
48	2575.508	SEED MIXTURE 25-131	LB	\$5.55	160	0	\$0.00	0	\$0.00
49	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	\$2.00	1800	0	\$0.00	0	\$0.00
50	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$350.00	20	0	\$0.00	0	\$0.00
51	2582.503	4" SOLID LINE PAINT	L F	\$0.16	28400	0	\$0.00	0	\$0.00
52	2582.503	24" SOLID LINE PAINT	L F	\$3.50	1260	0	\$0.00	0	\$0.00
53	2582.503	4" BROKEN LINE PAINT	L F	\$0.16	1000	0	\$0.00	0	\$0.00
54	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.32	12700	0	\$0.00	0	\$0.00
55	2582.518	PAVT MSSG PAINT	S F	\$3.00	280	0	\$0.00	0	\$0.00
56	2582.518	CROSSWALK MULTI COMP	S F	\$11.00	920	0	\$0.00	0	\$0.00
57	2582.503	4" DOTTED LINE PAINT	L F	\$0.50	50	0	\$0.00	0	\$0.00
Bid Totals:							\$181,513.47		\$181,513.47

Project Category Totals		
Category	Amount This Voucher	Amount To Date
2024 STREET IMPROVEMENTS PROJECT	\$181,513.47	\$181,513.47

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

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
Contract Change Totals:											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

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

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



Prepared By: Ragini Varma, City Clerk / IT Director

Presenter: Ragini Varma, City Clerk / IT Director

Date: 10/04/2024

Board & Commission: City Council

Subject: Approve 2024 Transient Merchant License - Chick-Fil-A Tri State Food Truck

Background Information:

Chick-fil-A Tri-State Food Truck will be selling chicken sandwiches, nuggets, waffle fries, cookies, brownies, salads, wraps, lemonade, sweet tea, and coke products within the parking lot of 5630 St Croix Trail, North Branch for one year and has acquired the permission of the owner. The organization has submitted the application for a Transient Merchant License along with appropriate fees and accompanying documents. All the documents are in order and the background check has been completed successfully.

Requested City Council Action:

Approve the 2024 Transient Merchant License for Chick-fil-A Tri State Food Truck.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Shawn Williams, Public Works Director

Presenter: Shawn Williams, Public Works Director

Date: 10/04/2024

Board & Commission: City Council

Subject: Resolution R-100-2024 Requesting an Advance From The Municipal State Aid Street Fund For Calendar Year 2024 For The City Of North Branch

The City of North Branch has initiated our 2024 street improvement overlay project. This project consists of local roads using local funding and state aid streets that use State Aid funding, not local funds. Some years when our state aid fund balance is lower than the project cost we can ask for a fund advancement from our state aid account. We did this in 2022 for the Elmcrest Area Gravel road paving project using our 2023 allotment in 2022. I am asking the council to do the same here with this year's State Aid project. Our engineers have reviewed this and recommend approval.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-100-2024

Resolution R-100-2024 Requesting an Advance From The Municipal State Aid Street Fund For Calendar Year 2024 For The City Of North Branch

WHEREAS, the City of North Branch has initiated roadway improvements for the 2024 Street Overlay Project consisting of mill and overlay improvements along the following roadways:

- Flink Avenue from St. Croix Trail to 412th Avenue
- Oakview Avenue from St. Croix Trail to Elm Street
- Elm Street from Oakview Avenue to 12th Street; and

WHEREAS, the City of North Branch began work for the 2024 Street Overlay Project in 2024 and is anticipated to be completed in 2025; and

WHEREAS, the City of North Branch is planning to implement Municipal State Aid Street Project(s) in 2024 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

WHEREAS, the City of North Branch is prepared to proceed with the construction of the 2024 Street Overlay Project through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

HEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date <u>October 3, 2024</u>	<u>\$ 272,865.28</u>
Less estimated disbursements:	
Project # <u>225-118-003</u>	<u>\$ 1,320,787.50</u>
Project # <u>225-120-004</u>	<u>\$ 89,743.75</u>
Project # <u>225-106-004</u>	<u>\$ 100,456.25</u>
Project # _____	<u>\$ _____</u>
Bond Principle (if any)	<u>\$ _____</u>
Project Finals (overruns-if any)	<u>\$ _____</u>
Other _____	<u>\$ _____</u>
Total Estimated Disbursements	<u>\$ 1,510,987.50</u>
Advance Amount (amount in excess of acct balance)	<u>\$ 1,238,122.22</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the City of North Branch acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

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

1. That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the City of North Branch in an amount up to \$1,238,122.22. The City of North Branch hereby authorizes repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.



Prepared By: Ragini Varma, City Clerk / IT Director

Presenter: Ragini Varma, City Clerk / IT Director

Date: 10/07/2024

Board & Commission: City Council

Subject: Approve a Resolution for Appointing Election Judges for the 2024 General Election

North Branch polling locations are staffed by citizens who are appointed as election judges. The 2024 General Election is scheduled for November 5, 2024.

Election judges are responsible for the administration of election procedures in each precinct on Election Day. Election judges are vital to efficient and honest elections, and they help guarantee the rights of voters are protected on Election Day. Serving as an election judge is an opportunity to give back to the community.

The City of North Branch appoints election judges to work in precincts depending on the needs for each election. In 2024, election judges will be paid a rate of \$11.00 per hour. Head election judges will be paid a rate of \$13.00 per hour.

All judges have to go through mandatory training as required by law.

Staff Recommendation and Requested City Council Action:

Staff recommends council approval of the resolution.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-101-2024

A Resolution Approving the Appointment of Election Judges for the 2024 General Election

WHEREAS, a General Election will be held on Tuesday, November 5, 2024; and

WHEREAS, MN Statute 204B.21, subd.2, requires election judges for precincts in a municipality be appointed by the governing body of the municipality; and

WHEREAS, the City of North Branch has three voting precincts; and

WHEREAS, the following candidates are eligible to serve as election judges and have met the qualifications established by the State of Minnesota and if time permits they can serve as election judges; and

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

1. Pursuant to MN 204B.21, Subdivision 2, election judges are hereby eligible to be appointed as election judges for the 2024 General Election.
2. The City Clerk who is the designated Election Official for the City is authorized to appoint and train additional judges as needed in the case of emergency or necessity to staff at each polling place.
3. That the wages for election judges is \$11 per hour. The wage for head election judge is \$13.00 per hour.
4. That the eligible judges are:

Elections Official

Ragini Varma (City's Elections Official) and Backup Head Judge & Healthcare Judge

Head Judges

Rebecca Whiting (Head Judge for General)
Penny Foster (Head Judge for General)
Isabella Rossini (Head Judge for General)

Healthcare Facility Judges

Ragini Varma
Lynn Wilson
Daniel Goldbloom
Anna Gilkerson
Penny Foster

Elections Judges

Rebecca Whiting
Lynn Wilson
Gemma Rossini
Daniel Goldbloom
Rachel Mechtel
Gloria K Mechels
Sue Herwig
Dylan Kitt
Penny Foster
Barbara E Vincent
Kathy Aho
Thomas Davis
James Pegelow
Misti Munson
Neville Wilson
Isabella Rossini
Anna G Gilkerson
Sheryl Hammond
Dianne Klund
Rebecca Ann Leuer
Gerard Kunz
Christi Palme
John W. von Lange

5. That the polling places for the 2024 elections are:
- a. Precinct A - Access Church - 4359 392nd Street, North Branch, MN
 - b. Precinct B - Main Street Church - 6500 Main Street, North Branch, MN
 - c. Precinct C - City Firehall - 37917 Forest Blvd, North Branch, MN 55056



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 10/01/2024

Board & Commission: City Council

Subject: Matthew A. Hill Employment Agreement

The City Council interviewed three finalists on September 26, 2024. After the interviews, Council selected Matthew A. Hill for the City Administrator position and directed staff to prepare an employment agreement for Council ratification at the October 8, 2024 City Council meeting. Attached is the negotiated employment agreement for Council adoption.

Please note that Matthew's start date will be November 12, 2024.

Voting Requirements:

Voting Options Simple Majority

**City of North Branch, Minnesota
Employment Agreement**

AGREEMENT made this 8th day of October 2024, by and between the City of North Branch, a Minnesota municipal corporation ("Employer"), and Matthew A. Hill ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with state statutes, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.
2. **MOVING AND RELOCATION ALLOWANCE.** Employer shall reimburse Employee an amount not to exceed \$10,000 for moving his household goods. Payment shall be made upon receipt by the City of documentation that the expenses have been incurred and deemed reasonable.
3. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.
4. **COMPENSATION.** Employer shall pay Employee a salary of \$150,000.00 per year starting November 12, 2024. Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. After six months of employment, the Employee's salary will be increased to \$155,000.00. After one year of employment, Employee's salary will be increased to \$160,000.00. Thereafter, on an annual basis, the Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation.

For the first year of employment, Employer shall contribute 1.5% of gross annual salary into the Minnesota Deferred Compensation Plan on behalf of the employee. Beginning with the second year of employment, the Employer shall contribute 3% of gross annual salary into the Minnesota Deferred Compensation Plan on behalf of the Employee.
5. **SENIORITY.** For purposes of Paid Time Off (PTO), Employee will be credited with having completed 12 years of employment with the City upon his/her first day of employment.
6. **PAID TIME OFF.** Effective upon Employee's first day of employment, Employee shall be credited with 80 hours of PTO. The annual maximum carry-over for PTO is 400 hours.
7. **HOLIDAYS.** Employer shall provide Employee the holidays as listed in the City's personnel policies.
8. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life, and disability insurance benefits as provided to all other non-union employees.

9. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations such as the International City/County Management Association (ICMA), Minnesota City/County Management Association (MCMA), Minnesota Public Employer Labor Relations Association (MPELRA), and others as necessary and desirable for Employee's continued professional participation, growth and advancement.

10. **PROFESSIONAL DEVELOPMENT.** Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in his/her outside activities so he/she will not neglect his primary duties to the Employer.

11. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of one local club or organization as deemed appropriate by Employee and Employer; and at Employer's expense.

12. **AUTOMOBILE.** Employee shall be reimbursed for use of his personal automobile for Employer business at the IRS approved mileage reimbursement rate.

13. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

14. **HOURS OF WORK.** It is understood the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent himself/herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours without requiring the use of PTO for absences of one full workday or less.

15. **TERMINATION BENEFITS.** In the event Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of his/her last paycheck a lump sum cash payment equal to six months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 9 for a period of six months following termination. However, in the event Employee is terminated because of his/her malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee or Employee resigns following a formal suggestion by Employer

that he/she resign, then Employee may, at his option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns his/her position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns his/her position with Employer, there shall be no termination pay due to Employee.

16. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his/her position with Employer, subject only to the provisions of this Agreement.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and Interim City Administrator, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
CITY OF NORTH BRANCH

Kevin Schieber, Mayor

EMPLOYEE:



Matthew A. Hill

AND

Linda J. Woulfe, Interim City Administrator



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 10/01/2024

Board & Commission: City Council

Subject: Approve Nathan Sondrol Community Development Director Offer Letter

The City Council authorized GMP to conduct an internal search for a Community Development Director at its August 15, 2024 City Council meeting. Jeff Weldon, from GMP, then held community stakeholders meetings to determine the qualities the City should be looking for in its next Community Development Director. After the community stakeholders meetings. Mr. Weldon then interviewed Nathan Sondrol as the internal candidate for this position.

Mr. Weldon summarized his findings in a report entitled Assessment Report of Community Development Department and Director Candidate Evaluation. The Council reviewed this document at its September 26, 2024, Special City Council meeting. The Council agreed with the findings of the report and directed staff to prepare an offer letter for Nathan Sondrol for the Community Development Director position and to begin a hiring process for a City Planner that would fill Nate's former position of Parks/GIS Specialist.

The Community Development Director position is covered by the Teamsters Local 320 Essential Supervisors Unit union contract. The salary steps in the offer letter are existing contractual amounts from the 2022-2024 union contract. I recommend the Council adopt the offer letter as presented.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

October 1, 2024

TO: Nathan Sondrol

FROM: Linda J. Woulfe, Interim City Administrator

SUBJECT: Community Development Director Position Offer

Congratulations! The North Branch City Council unanimously voted to offer you the position of Community Development Director. Below is the outline of the offer:

Salary

\$123,529	Starting October 1, 2024
\$133,536	Starting May 1, 2025 (2025 Union contract rate will prevail if union negotiations result in a higher amount for this step.)

Benefits

All benefits remain the same as is outlined in the City's personnel policies and respective union contract. There will be no change to your seniority date since this is a promotion, not a new hire.

Union Status

You will remain a member of the Teamsters Local 320 unit.

Probationary Period

You will serve a six-month probationary period. At any time during this period, you will have the right to return to the City Planner position if you decide this position is not a fit for you. The City Administrator may also return you to your former position if you do not successfully complete your six-month probationary period. You will be returned to the City Planner wage scale on the same step you were on prior to the promotional opportunity.

6408 Elm Street, PO Box 910
North Branch, MN 55056

Phone: 651-674-8113

www.ci.north-branch.mn.us

If you desire to accept this position, please sign below, and return to me. These terms will be put on the October 8, 2024, City Council agenda for their final approval.

Sincerely,

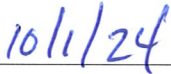


Linda J. Woulfe
Interim City Administrator

I hereby accept the terms and conditions of this promotion as outlined above.



Nathan Sondrol



Date



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 10/01/2024

Board & Commission: City Council

Subject: City of North Branch Organizational Chart and Job Descriptions

GMP's report on Community Development Operations included changing the reporting relationship for the new City Planner position. The City Planner position should report to the Community Development Director. This is a positive change as it helps streamline the structure of the Community Development Department and the overall structure of the City. The final change to implement from the report will be when the current Building Operations Director, Rich Meyer, retires. GMP's report recommended the following:

Bring Building Official and Building Inspections/Code Enforcement operations into this Department in the future when the Building Official position becomes vacant. The change also positions the department to organizationally be able to respond if the city were, in the future, to expand into rental inspection and registration programs if the need arises. Such services should be under the purview of the Building Inspections Division of the CD Department. This recommendation would transfer the stand-alone department of Building Inspections into the Community Development Department in the future. This would then also be considered a middle-management position, and the Building Official would oversee this division within the CD Department. Most communities have this function incorporated into either the Public Works or Community Development Departments. They are seldom stand-alone departments. Under this change, supervisory responsibility over the Building Official would be transferred to the Community Development Director and removed from the City Administrator. Direct supervision over building inspection and code enforcement services would still be under the direct supervision of the Building Official. I would not recommend making this change until the Building Official position becomes vacant. It is important to note this change may have implications for compensation equity. If so, it would have to be addressed as part of a larger examination of the city's pay equity and comparable worth studies to ensure internal and external pay equity.

Hopefully, Rich will be with the City for years to come. However, the Council should adopt the revised organizational chart to reflect the change in the title for Parks/GIS position to City

Planner and its reporting relationship to the Community Development Director.

The final item to take care of is officially approving the new job descriptions for the Community Development Director and City Planner positions. I reviewed the existing job descriptions and job descriptions from the cities of Fairmont, Cambridge, Isanti, Forest Lake, and Hugo when drafting the new descriptions. Nathan has reviewed both and agrees the job descriptions accurately reflect the required job duties. Therefore, I recommend adopting the job descriptions as drafted.

Voting Requirements:

Voting Options Simple Majority

City of North Branch 2024 Organization Chart





Community Development Director Job Description

Reports to: City Administrator

FLSA Status: Exempt

Union Status: Union, Teamsters Local 320
Essential Supervisors Unit

Work Hours: Primarily, Monday-Friday, but requires frequent work on evenings and some weekends.

Primary Objective

Under the general supervision of the City Administrator, the Community Development Director is responsible for organizing and directing the full range of the City's community development operations as they relate to planning, zoning, and economic development; residential and commercial ordinance administration; parks; GIS; and other special plans, projects, and authorities/commissions.

Supervisory Authority

This position supervises the Community Development Department personnel.

Effectively Recommend		Take Action	
x	Hire		Hire
x	Assign	x	Assign
x	Direct	x	Direct
x	Reward	x	Reward
x	Transfer		Transfer
x	Promote		Promote
x	Adjust Grievances		Adjust Grievances
x	Suspend	x	Suspend
x	Discharge		Discharge
x	Discipline – Oral Reprimand	x	Discipline – Oral Reprimand
x	Discipline – Written Reprimand	x	Discipline – Written Reprimand
x	Evaluate	x	Evaluate
x	Train	x	Train
x	Demote		Demote

Essential Functions

- Prepares and recommends goals, objectives, strategies, and schedules for Community Development programs. Develops contingency strategies which anticipate obstacles.

- Assigns responsibilities, allocates resources and coordinates the activities of Community Development staff to meet objectives efficiently and effectively. Ensures maximum utilization of all assigned staff. Ensures that all planning applications are processed in a timely manner consistent with State statute requirements.
- Provides strong, positive leadership for all Community Development programs. Adapts leadership strategy to different situations.
- 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. Provides technical input and leadership to various City commissions to ensure a thorough understanding of the issues before them and their roles as Commissioners.
- Leads the Development Review Committee (DRC). Schedules the appropriate meetings, invites the appropriate staff, prepares agendas, and provides meeting summaries. If needed, invites the appropriate developer(s) to attend the DRC meeting.
- Monitors the progress of all Community Development functions and reviews and evaluates results. Ensures that work is complete, sound, and that programs and staff are providing results consistent with City policies, goals, and codes.
- Prepares annual and long-range capital budgets for the Community Development Department and submits to the Finance Director for compilation into the City's proposed budgets for Council review.
- Meets with developers, citizens, and neighborhood groups to explain a development plan and the plan's compatibility with the City's overall comprehensive plan and applicable regulations.
- Presents reports, information, and plans to citizen groups, commissions, and governing board in support of community development and/or zoning needs.
- Establishes and maintain communication with other jurisdiction's interests as it relates to zoning and development.

- Prepares projections and plans for land use, zoning, land subdivision, streets, schools, and recreational facilities.
- Responds to questions from citizens, civic groups, etc., on interpretation of overall comprehensive plans, zoning code, city projects, and/or ordinances.
- Creates an environment that promotes idea generation, new thinking, and leading change.
- Represents the Department with other City officials, other government agencies, and the public in a manner that will ensure the best interests of the City and Department are being served.
- Prepares and/or reviews all proposed changes to the City's Subdivision Regulations and Zoning Code to ensure they will effectively meet the needs of the City. Prepare and propose appropriate changes to ensure sound and effective inspection planning and environmental programs.
- Proactively supports and suggests development for direct reports.
- Administers all business, commercial, industrial development recruitment and retention programs and activities.
- Oversees all marketing and external communications for the City's economic development efforts.
- Search for appropriate grants to carry out a variety of economic and community development programs. Prepare grant applications, perform grant administration, and fulfill grant reporting requirements.
- Administers creation of tax increment and "brownfield" districts and other financing programs. Oversees loans, contracts, and legal requirements for revolving loan funds and ensures compliance with TIF, tax abatement and business subsidies; works with Finance Director on financial reporting. Coordinates private and public financing.
- Prepares development agreements, contracts, and other legal documents in consultation with city attorney.
- Prepares and updates the community profile, MNPRO/City websites/MNCAR and maintains, provides information about available land and buildings.
- Develops RFPs for contracted services and collaborates with contracted consultants.
- Administers business and housing subsidy and any revolving loan fund programs.
- Keeps City Administrator promptly informed of matters needed to know to perform effectively in that position.

- Performs other work as apparent or assigned.

KNOWLEDGE, SKILLS, & ABILITIES REQUIRED

- Technical skill and awareness in the areas of development, code enforcement, parks, and planning.
- Ability to ensure overall goals of the Department are met consistent with established Council actions.
- All programs are conducted in such a manner as to create a favorable image with citizens and public officials toward the Department.
- Programs of the Department are effectively communicated to commissions, Council, and citizens.
- Dissent is used productively to enhance decision quality. Arrives at constructive solutions while maintaining positive working relationships.
- Knowledge of supervisory practices, GIS computer applications, word processing, spreadsheet, and database software.
- Skill to research and conduct studies related to land economics, property uses, and trends.
- Skills in using Geographic Information Systems software.
- Knowledge and ability to interpret and apply zoning ordinances, subdivision laws and regulations.
- Knowledge and ability to understand and apply urban planning principles and practices.
- Ability to manage several projects at one time.
- Knowledge and ability to supervise staff and motivate employees to provide excellent customer service.
- Ability to plan, organize, and direct the work of departmental employees.
- Ability to review and update maps using appropriate technology.
- Knowledge of city ordinances, standard engineering specifications, and state statutes/rules/regulations related to planning, zoning, and development.
- Skill to communicate effectively, both orally and in writing, to a variety of groups.
- Skill to research and analyze complex and technical information and issues; and prepare and present reports that are understandable and helpful to City decision-makers.
- Skill in using information technology to enhance work productivity and support individual and group decision-making.
- Ability to interpret and apply building codes, zoning ordinances, subdivision laws and regulations.
- Ability to understand and apply urban planning principles and practices.
- Ability to establish and maintain effective working relationships with council, planning commission, EDA, developers and contractors, relevant state and county agencies, residents and community groups, and other employees.
- Ability to remain up to date on professional knowledge and skills.

MINIMUM QUALIFICATIONS

- 5 years of progressively responsible community development experience including some supervisory experience.

- Bachelor's degree in Public Administration, Planning, Finance, or equivalent.

DESIRABLE QUALIFICATIONS

- Master's Degree or other relevant advanced education.
- American Institute of Certified Planners (AICP) certifications.
- Certified Economic Developer (CeCD) or Economic Development Professional (EDFP) certifications.
- Experience leading economic development initiatives, including business development and retention programs.

WORK ENVIRONMENT/PHYSICAL DEMANDS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This position requires the employee to work alone, with others, around others, and have contact with the public. This position will work primarily indoors with some on-site project reviews in the field.

Activities that will occur continuously include sitting, verbal communication, hearing, and performing repetitive motions with hands/wrists/fingers. Activities that will occur frequently include problem solving, conducting written communication, displaying interpersonal skills, and standing. Activities that will occur occasionally include walking, lifting, carrying, reaching, and hand/eye/foot coordination. Activities that will occur infrequently include bending; stooping; kneeling; reaching at, above, and below shoulder level with the right, left, and both shoulders; and lifting/carrying up to twenty-four (24) pounds.

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed above are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position. The essential functions listed are intended to serve as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT: I have read this job description and fully understand the requirements set forth herein. I understand that this is to be used as a guide and that I will be responsible for performing other duties as assigned. I further understand that this job description does not constitute an employment contract with the City.

Employee Signature

Printed Name

Date

City Planner Job Description

Reports to: Community Development Director **FLSA Status:** Exempt

Union Status: Union, Teamsters Local 320
Essential Supervisors Unit

Work Hours: Primarily, Monday-Friday, but requires frequent work on evenings and some weekends.

Primary Objective

The City Planner researches and analyzes the comprehensive plan, zoning issues, city code, reviews development proposals, and provides information to callers about planning and zoning matters. Performs current and long-range professional park planning duties for the City's parks, trails, and open space system. Oversees the City's Geographic Information Systems development, mapping capabilities, and system maintenance.

Supervisory Authority

None

Essential Functions

Planning Functions

- Assists with processing of planning and zoning applications including the publication and dissemination of public hearing notices.
- Conduct reviews of minor development applications such as plats, site plans, Conditional Use Permits, and variance requests. Maintain records in sufficient detail to support staff recommendations and remedial action, if necessary.
- Assist with preparation of and presentation of detailed reports on development proposals to the Development Review Committee, Planning Commission, and other Community Development related meetings.
- Assist with the design, update and implementation of master plans, capital improvement plans, amendments and studies in areas such as natural resources, land use and transportation, public services and facilities, community design, land and subdivision development and zoning regulations and ordinances.
- Assist with property inquiries regarding zoning, flood zones, legal descriptions, and other related issues.

GIS Functions

- Oversee and coordinate the City's geographic information system (GIS) including, but not limited to analyzing geodatabases, tables, and related functions, maintaining, and building on existing GIS data.
- Training of key City staff persons in usage of various GIS related computer software packages.
- Maintain and develop the City's GIS infrastructure including server and web applications.
- Maintains the inventory of all mapped infrastructure including (e.g., roadways, pedestrian facilities, storm sewer, water, and wastewater utilities).
- Support the mapping needs of all City departments.
- Assemble, manipulate, and analyze survey and other forms of data, perform research and field surveys, drafting, and cartographic functions.
- Prepare reference maps, property data, community profile information, and other demographics to support various City departments and projects.
- Computer and data management skills, including utilization of a computer to prepare various reports and documents using spreadsheet, data base and word processing applications.

Parks Functions

- Serve as the staff liaison to the Parks, Trails, and Open Space (PTOS) Commission. Prepare agendas, take minutes, draft research reports, and prepare meeting packets for PTOS Commission meetings.
- Plan and implement proposed new park sites, evaluate potential sites, determine opportunities and limitations, and recommend site development that will best meet the needs, interests, and concerns of the community. Review land development applications and proposals to determine their impact on the City's park system's long-term goals and objectives and develop recommendations on how to best accommodate property disposal, acquisition, and development.
- Work to find various sources of financing for park programming, park improvements, pedestrian facilities, park improvements, trails, and related community initiatives. Seek out and prepare grant applications for park, trail, and recreation activities.
- Design, promote, and implement programs and activities for youth and families such as the summer concert series.
- Prepare and administer grant applications.
- Make presentations before governing bodies and neighborhood and community groups on behalf of the department; provide information, respond to questions, and collect information on community needs, concerns, and interests.

- Manage park reservation/special event permit process.
- Coordinates and manages volunteers for community events and assists Public Works Director with direction of tasks for public works employees to support park programming and park maintenance.

KNOWLEDGE, SKILLS, & ABILITIES REQUIRED

- Working knowledge of the principles of planning, zoning, municipal comprehensive plans, state laws, regional development policies related to land use planning and regulation, and urban design.
- Skills to research and conduct studies related to land economics, property uses, and trends.
- Skills to find answers and research data as necessary.
- Skills in using mapping related software and programs.
- Skills in communicating diplomatically and effectively both orally and in writing.
- Ability to work independently, work on a team, and take direction as necessary.
- Ability to interpret and apply general city codes, zoning ordinances, subdivision laws and regulations.
- Ability to understand and apply urban planning principles and practices.
- Ability to work in a fast-paced environment and manage multiple projects at one time.
- Ability to use good judgement in determining violations of the city code.
- General customer service skills including ability to communicate rules and direction to others.
- Ability to work effectively with adults and children.
- Ability to work independently without constant supervision.
- Good leadership and organizational skills.
- Grant writing.
- Ability to establish effective working relationships with fellow employees, supervisors, and the public.
- Basic computer processing skills including MS Office and Excel.
- Must have the ability to actively listen to others for understanding of their needs and situations.
- Ability to speak and write English clearly; additional languages are a bonus.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must be able to effectively interpret the policies and objectives of the department.
- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Must represent the organization to other agency staff and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact.
- Must be able to utilize work time properly and productively.
- Assists the Community Development Director Comprehensive Plan Amendments and Issues.
- Makes recommendations and presentations to the Planning Commission and the Parks Commission.
- Keeps current in planning field and introduces new concept and ideas to City process and procedures.

MINIMUM QUALIFICATIONS

- Undergraduate degree in Planning, Urban Studies, Landscaped Architecture, or Geography/GIS.

- Two or more years of relevant planning experience.
- Municipal experience is desirable.

DESIRABLE QUALIFICATIONS

- Master's degree in Urban Studies or related field preferred.

WORK ENVIRONMENT/PHYSICAL DEMANDS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This position requires the employee to work alone, with others, around others, and have contact with the public. This position will work primarily indoors. There will also be outdoor field work to accomplish on-site project reviews and to support parks planning and programming.

Activities that will occur continuously include sitting, verbal communication, hearing, and performing repetitive motions with hands/wrists/fingers. Activities that will occur frequently include problem solving, conducting written communication, displaying people skills, and standing. Activities that will occur occasionally include walking, lifting, carrying, reaching, and hand/eye/foot coordination. Activities that will occur infrequently include bending; stooping; kneeling; reaching at, above, and below shoulder level with the right, left, and both shoulders; and lifting/carrying up to forty (40) pounds.

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed above are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position. The essential functions listed are intended to serve as illustrations of several types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT: I have read this job description and fully understand the requirements set forth herein. I understand that this is to be used as a guide and that I will be responsible for performing other duties as assigned. I further understand that this job description does not constitute an employment contract with the City.

Employee Signature

Printed Name

Date



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 10/02/2024

Board & Commission: City Council

Subject: Extension of Interim City Administrator Agreement

Matthew A. Hill's first date of employment with the City will be November 12, 2024. If the City desires me to continue to serve as your Interim City Administrator until this time, the City should execute an amendment to the initial contract by changing the termination date from October 31, 2024 to November 14, 2024. This will give me some time on November 12 to update Matthew on pending items for the City and then hand the reins over to him.

It has been a pleasure serving you and I once again thank you for the opportunity. I hope I have fulfilled your expectations and you felt I brought value to your organization. Thank you.

Voting Requirements:

Voting Options Simple Majority

**City of North Branch, Minnesota
And Linda J. Woulfe
Interim City Administrator Employment Agreement - Amended**

AGREEMENT made this 8th day of July, 2024, by and between the City of North Branch, a Minnesota municipal corporation ("City"), and Linda J. Woulfe ("Woulfe").

The parties agree as follows:

1. **POSITION.** The City agrees to employ Woulfe to perform the duties of Interim City Administrator. Woulfe agrees to carry out the duties of City Administrator in accordance with state statutes, City ordinances, and the MCMA/ICMA Code of Ethics, and to perform such other legally permissible and proper duties and functions as the City Council shall deem necessary from time-to-time. Woulfe serves at the pleasure of the North Branch City Council and is an at-will employee. This agreement does not create a contractual relationship for employment purposes.
2. **TERM OF EMPLOYMENT.** Woulfe will begin employment with City under the terms of this Agreement as of July 8, 2024, and will continue until such employment is terminated in accordance with this Agreement.
3. **SALARY.** The weekly salary basis will be \$1440 for hours work in a normal workweek. Woulfe's normal workweek will be based on 32 hours. The City will provide additional compensation at a rate of \$45 per hour for any hours worked beyond the normal workweek hours in such workweek. The City will pay Woulfe a salary consistent with the City's normal payroll practices and subject to any authorized withholdings. Deductions from Woulfe's salary may be made as permitted by law.
4. **PENSION PLAN.** Woulfe is a retiree receiving a Public Employees Retirement Association (PERA) pension. City will only contribute to (PERA) if and to the extent required by law.
5. **PAID TIME OFF.** Woulfe will only earn and accrue paid leave (e.g., safe and sick time) to the extent required by State law.
6. **HOLIDAYS.** Woulfe will receive time off and be compensated for holidays as provided to and under the same conditions as all other non-union employees.
7. **GENERAL INSURANCE.** Only if required by law, City will provide Woulfe with and contribute to the same group hospital, medical, dental, life, and disability insurance benefits as provided to and under the same conditions as all other non-union employees.
8. **TERMINATION OF EMPLOYMENT.** Woulfe's employment with the City will terminate and her last date of employment with the City, which will be the earliest of the

following: (1) ~~October 31, 2024~~ November 14, 2024; (2) at the discretion of the City, on the date that is 15 calendar days after the City submits written notice to Woulfe that Woulfe is involuntarily terminated or date that is Woulfe's last date of employment as stated in a writing by the City, whichever is later; or (3) at the discretion of the Woulfe, on the date that is 15 calendar days after City receives written notice from Woulfe that Woulfe is voluntarily resigning or date that is Woulfe's last date of employment as stated in Woulfe's written voluntary resignation, whichever is later.

9. **INDEMINIFICATION AND HOLD HARMLESS.** City will defend and indemnify Woulfe pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, City will defend, hold harmless, and indemnify Woulfe from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Woulfe was acting in good faith in the performance of the duties of her position at the time in question.

10. **WORK HOURS.** Attendance is required at evening meetings. Woulfe's normal workweek will consist of at least 32 hours per week, Monday through Thursday and/or in evenings or weekends, as needed. The City and Woulfe understand that the first initial weeks may require more than 32 hours per week to familiarize Woulfe with North Branch's standard operating procedures. Woulfe is hereby authorized to take unpaid leave from July 18, 2024 through July 26, 2024 and September 8, 2024 through September 22, 2024.

11. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of City to terminate the services of Woulfe at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Woulfe to resign at any time from her position with the City, subject only to the provisions of this Agreement.

12. **WORKER'S COMPENSATION.** Woulfe is considered an employee for the purposes of workers compensation under state law.

13. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

14. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

15. **GOVERNING LAW.** This Agreement will be deemed to have been made and accepted in Chisago County, Minnesota, and the laws of the State of Minnesota will govern any

interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

16. **BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the City, its successors and assigns, and Woulfe, and Woulfe's heirs and legal representatives.

17. **ASSIGNMENT.** The rights of Woulfe hereunder are personal and may not be assigned or transferred unless consented thereto in writing by the City.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any City policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

19. **MODIFICATIONS AND AMENDMENTS.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing and signed by Woulfe and authorized representative(s) of the City.

20. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

21. **WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.

22. **DISPUTE RESOLUTION.** The City and Woulfe agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

23. **HEADINGS.** Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.

24. **NOTICE.** All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

25. **EXECUTION.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

26. **EXPIRATION OF AGREEMENT.** This Agreement will expire and no longer be in force or effect on the calendar day after Woulfe's termination of employment specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

CITY OF NORTH BRANCH

FOR LINDA J. WOULFE

Kevin Schieber, Mayor

Linda J. Woulfe

Ragini Varma, City Clerk



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: City Council

Subject: Preliminary Plat for Preserve at Spring Hill 2nd and 3rd Addition

Recommended Planning Commission Action

Motion to approve Resolution 98-2024 Approving the Preliminary Plat and Planned Unit Development as proposed by Windward Development, LLC for the Preserve at Spring Hill with conditions and findings of fact as presented by staff.

Overview / Background

Windward Development, LLC (Developer/Applicant) has requested Planned Unit Development and Preliminary Plat approval for Preserve at Spring Hill 2nd (Plat). The property in the proposed plat is currently zoned Rural Residential. The Development is planned to be constructed in two phases with 21 lots in the first phase (Preserve at Spring Hill 2nd Addition) and 14 lots in a second phase (Preserve at Spring Hill 3rd Addition). The property is generally located East of Harder Parkway and north of HWY-95 (St Croix Trail) and contains PID: 11.00326.05.

A preliminary plat for this development was approved in December 2021 via Resolution 090-21-CC attached to this report. The preliminary plat approval has since expired. The City Code Section 54-62 specifies that a preliminary plat approval expires after one year with a single one year extension being permitted, so no further extensions are permitted. No changes have been made to the plans since the application was submitted in 2021.

Issues to Consider

1. Land Use and Zoning
2. Development Plan
3. Plat Standards
4. PUD Standards
5. Planning Commission Review and Public Comment

Analysis of Issues

1. Land Use & Zoning

The Subject Property currently has a land use classification of **Rural Residential** and corresponding zoning **RR-Rural Residential**. The property does not contain shoreland or floodplain area, but it does contain a wetland area on the eastern portion of the site.

The proposed use of the property as single family homes is a permitted use in the Rural Residential district.

The proposed project is also requesting **Planned Unit Development** which allows for some flexibility from the zoning standards. In the City of North Branch, a planned unit development is approved through a conditional use permit that gets applied to the property in the subdivision. The conditional use permit will highlight any zoning standard deviations that apply to the underlying zoning district. In this case, the applicant is requested deviation from the standard lot depth, width, and the buildable acreage on select lots.

Land Use and Zoning standards are satisfied.

2. Development Plan

Home Types & Lot Sizes

The minimum lot size is one acre or 43,560 sq ft of contiguous, buildable land. The total lot area of the proposed lots vary in size from 43,618 sq ft (1.00 acre) to 74,052 sq ft (1.7 acres). Staff have prepared an estimate of the buildable acreage of each lot given the wetlands and cul-de-sac area shown on the plat. The reduced buildable acreage is presented in the approval materials. If at time of final plat, the applicant's materials differ from staff's calculation, then a conditional use permit amendment will be needed.

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).

Based on the information provided, Lot 1 of Block 4 has 42,094 sq ft of buildable land and Lot 2 of Block 4 has 43,063 sq ft of buildable land due to the wetland area at the rear of the lots. The buildable acreage requirement is important because it ensures that there is enough land for a home, septic, and reasonable use of property by the future homeowners. Staff believes that a reasonable use of property will be able to be met with this reduced lot size.

Reduced buildable area is requested as a deviation through the Planned Unit Development to a minimum lot size of 42,00 sq ft.

Density

The Developer is proposing a total of 35 residential units on the 57.8 acre site. Some of the land in the 57.8 acres is considered unbuildable due to wetlands and easements. All steep slopes on the site are part of the proposed grading, and they do not exceed a length of 50' to meet the consideration of steep slope for unbuildable area. The density requirement in the Rural Residential district is one unit per buildable acre. Lots 1 and 2 of Block 4 of the Preserve at Spring Hill 2nd do not meet the buildable acreage requirement and reduce the buildable acreage by approximately 1,963 sq ft or 0.05 acres. However, given that many of lots are over an acre by over this amount, the minimum density of the overall development is met.

Density requirement is satisfied.

Lot Coverage

The total proposed impervious surface on the site is 13.92 acres. Given the location and size of the building pads, it is reasonable to assume that the impervious surface coverage of a maximum of 50% can be met. The building pads shown are a reasonable size, so it is anticipated that the impervious surface will be less than 50% on each lot at time of building permit.

Lot coverage can be achieved with the plans provided and will be reviewed at time of building permit.

Landscape Plan & Tree Preservation/Replacement

The tree preservation plan shows that 4% of the 281,267 sq ft of trees will be removed. It appears that an additional approximately 2,800 sq ft of trees will be removed at the entrance of the development that is not shown on the preservation plan. Additionally, no trees are shown as being removed on Lot 1, Block 3 of the Preserve at Spring Hill 2nd Addition. As a condition of approval, the developer will need to submit an updated tree preservation plan showing the estimated removal in both of these areas. However, staff estimates that the two areas would increase the total percentage of trees to be removed up to approximately 9.7%, which is well under the 50% permitted to be removed by City Code.

The Applicant has not submitted a landscaping plan to date. Per Section 66-974, the Applicant is required to plant a minimum of one tree per dwelling unit with a mixture of deciduous and coniferous trees. Staff is recommending a landscape plan to be submitted meeting these requirements as a condition of approval.

Updated tree preservation plan and landscaping plan is requested as a condition of approval.

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.

Traffic and Transportation

The traffic generated from this development will be that of 35 residential lots. During the review of this application in 2021, MnDOT recommended the installation of a eastbound left-turn lane off of HWY-95 (St Croix Trail). The City then moved forward with requiring the Applicant to install a turn lane at this location. Upon re-review in 2024, MnDOT determined that the development does not meet their warrants for a turnlane.

When accessing a project, MnDOT measures against nine warrants from their access management guide. These warrants range from traffic counts to school entrances to crash experiences. When Staff discussed the change in determination with MnDOT, they described that in the previous review a larger area of HW-95 was used for the crash experience than during this review period.

The MnDOT comments had not been received during the Planning Commission review of the application. Given that the application materials had not changed from the 2021 submission, the Planning Commission felt that the previous condition of approval regarding the turnlane should be utilized during the re-approval of the project. The Commission recommended that the following condition be added: "The Developer shall construct a left turn lane on TH95 at the developer's sole cost and expense, as per the MnDOT requirements."

Given that MnDOT is no longer recommending the installation of the turn lane, Staff believes that this condition of approval should be removed from resolution of approval.

MnDOT determined that the development does not warrant the installation of a turn lane.

Overlay Districts Standards

Wetland

The Technical Evaluation Panel (TEP) issued a Notice of Decision (NOD) on August 9, 2021 that approved the wetland report with conditions. The NOD is valid for a 5-year period, so no adjustments or reevaluations need to be made. No work is being proposed within the wetland and the wetland is primarily contained within the proposed outlots, except some areas extending onto Lots 1 and 2 of Block 4. The wetland setback area generally overlaps with the standard rear yard setbacks throughout the development, so the overall building area of the lot is not impacted by the wetland. Lot 1 and Lot 2 of Block 4 are the only exception with the wetland setback extending 34' into the Lot 1 and 31' into Lot 2. The minimum rear yard setback is 30' in the Rural Residential district.

All proposed building pads meet the 20' structure setback requirement from the wetland.

Wetland requirements are satisfied.

3. Plat Standards

Lot Requirements

The developer has requested the application be reviewed as Rural Residential zoning with some deviations requested through a Planned Unit Development

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

Type	Minimum Proposed Lot			Minimum Proposed Setback				
	Buildable Area (sf)	Width	Depth	Front	Side	Corner	Rear-I	Rear-C
PUD	42,094*	90'	155'	40'	10'	30'	30'	15'

* Calculated by staff and applicant would need to apply for a Conditional Use Permit amendment for the PUD if the actual buildable is less than 42,000 sq ft.

The standard lot width is 110'. The lot width is defined as the "*Lot width* means the shortest horizontal distance between the side lot lines measured at right angles at the building line." The "building line" in this case would be the front yard setback line. Given the irregular shape of some of the lots, a right angle measurement cannot be achieved at the building line. The subdivision code does not restrict irregularly shaped lots, so the lots can be approved as shown. Staff has measured the lot width at the front yard building setback line, and the following lots would have reduced lot widths allowed through the PUD.

- Preserve at Spring Hill 3rd – Block 1, Lot 6

The depth is proposed to be reduced through the PUD in the following lots:

- Preserve at Spring Hill 2nd – Block 1, Lots 6, 7 and 9; and Block 2, Lots 1, 2, 3, 4, and 5;
- Preserve at Spring Hill 3rd – Block 1, Lots 1, 2, 3, 4 and 5.

Easements

The preliminary plat indicates that the standard drainage and utility easements are to be dedicated over all lots. The proposed drainage and utility easements are in compliance with City Code.

4. PUD Standards

General Standards

The City Code supports the development of Planned Unit Developments for a variety of factors. The one most relevant to this development is:

“To encourage a more creative and efficient development of land and its improvements through the preservation of natural features and amenities than is possible under the more restrictive application of zoning requirements.”

This design preserves the wetland area on the eastern side of the property and could facilitate a potential trail to be constructed in this area for scenic walking areas. The proposed development also meets the findings presented in Section 66-794 of the City Code, and they have been included as the recommended findings of fact presented by Staff.

Open Space

The City Code requires that 15% of the project area in a Planned Unit Development be preserved as open space. Both Outlot B (2.87 acres) and Outlot C (7.79 acres) can be used to meet these standards. This means that 18.44% of the total project area is preserved as open space. These outlots will be deeded to the City prior to release of the Final Plat for recording to ensure that they maintain as open space into the future.

PTOS Recommendation

The Parks Commission discussed the Preliminary Plat at their meeting on September 9, 2024. The Parks Commission determined that the City will accept cash for park dedication along with the construction of a 10' wide trail along Harder Parkway and Outlot dedication as open space to meet PUD requirements. The final park dedication fees will be determined with the development agreement.

Planning Commission Summary

The Planning Commission held a special meeting on September 16 to review the Preserve at Spring Hill development. After a short presentation by Staff, the Commissioners asked clarifying questions of staff regarding the status of the MnDOT review, the submittal materials, and the trail. The Commissioners held a public hearing where many members of the public spoke. The primary concerns regarded traffic, trail installation, tree removal, loss of viewshed, and overall style of the development upon construction.

The Commissioners discussed the project in light of the public comment and information received to date. Given the concerns about traffic and the application materials were unchanged from 2021, the Planning Commission felt that the previous condition of approval regarding the turnlane should be utilized during the re-approval of the project. The Commission recommended that the following condition be added: “The Developer shall construct a left turn lane on TH95 at the developer's sole cost and expense, as per the MnDOT requirements.” Subject to conditions presented by staff and the additional condition of the turn lane, the Commissioners present unanimously recommended approval of the project. Two members of the Commission were absent for this meeting.

Public Comment

Multiple public comments have been received regarding this development through the public hearing at the Planning Commission and emails directly to staff and government agencies. The written comments received have been included in the attachments as well as summary of the verbal comments received during the Planning Commission meeting on September 19th. Most comments are related to traffic, trail installation, tree removal, loss of viewshed, and overall style of the development upon construction.

Recommended Action

Motion to approve Resolution 98-2024 Approving the Preliminary Plat and Planned Unit Development as proposed by Windward Development, LLC for the Preserve at Spring Hill with conditions and findings of fact as presented by staff.

Findings of Fact

1. The proposed Planned Unit Development is consistent with the City's Comprehensive Plan and is compatible with present and future land uses of the area.
2. The development is consistent with the City's Zoning Ordinance with noted conditions on the Planned Unit Development.
3. The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property and will not be detrimental to potential surrounding use.
4. Each phase of the proposed development, as it is proposed to be completed, is of sufficient size, composition, and arrangement that its construction, marketing, and operation are feasible as a complete unit, and that provision and construction of dwelling units and common open space are balanced and coordinated.
5. The PUD will not create an excessive burden on parks, schools, streets, and other public facilities and utilities, which serve or are proposed, to serve the area.
6. The proposed total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
7. City services have adequate capacity to serve the proposed development.

Conditions:

1. The Applicant shall work with the Engineer to address any Engineering concerns or revisions provided in their Engineering memo dated September 17, 2024.
2. The Applicant shall work with the Planner to address any Planning concerns or revisions listed in the Planning Review Memo dated September 13, 2024.
3. The Applicant shall address any comments from MnDOT.
4. The Applicant shall submit a landscaping plan compliance with the standards in Section 66-974 of the City Code.
5. The Applicant shall submit an updated tree preservation plan showing an estimated removal of Lot 1, Block 3 of the Preserve at Spring Hill 2nd Addition.
6. The Applicant shall record the Conditional Use Permit with the Chisago County Recorder.

7. With Final Plat application, all lots shall show adequate locations for a primary and alternate septic sites that meets the standards in Chapter 14 of the City Code
8. The Applicant shall deed Outlot B and Outlot C to the City prior to the release of the final plat to ensure Open Space standards are met.
9. The Applicant shall construct a trail along Harder Parkway meeting the requirements of the City.
10. All fees and financial obligations shall be received by the City prior to the releasing of the approval documents related to this project for recording
11. Other items identified during the review process by Staff, the Planning Commission, or the City Council.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-98-2024

RESOLUTION APPROVING THE PRELIMINARY PLAT AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT FOR PRESERVE AT SPRING HILL 2ND AND 3RD ADDITION

WHEREAS, the Applicant, Windward Development LLC, received preliminary plat approval for the Preserve at Spring Hill 2nd Addition on December 14, 2021 for the property described in Exhibit A; and,

WHEREAS, the preliminary plat approval for the Preserve at Spring Hill 2nd Addition has since expired; and,

WHEREAS, the Applicant, Windward Development LLC, reapplied for preliminary plat approval on April 4, 2024 and planned unit development approval on September 10, 2024 for the property described in Exhibit A; and,

WHEREAS, on September 16, 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 September 16, 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 September 16, 2024, the Planning Commission unanimously recommended approval of the Preliminary Plat and Conditional Use Permit for the Planned Unit Development subject to conditions; and,

WHEREAS, the Planning Commission recommended an additional condition for a left turn lane to be installed at the developer's expense; and,

WHEREAS, on October 2, 2024, Minnesota Department of Transportation commented that the development will not have enough traffic to meet MnDOT warrants for a left turn lane; and,

WHEREAS, on October 10, 2024, the City Council considered the requested preliminary plat and conditional use permit for a planned unit development 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 and conditional use permit for a planned unit development for Preserve at Spring Hill 2nd and 3rd Addition based on the following findings of fact:

1. The proposed Planned Unit Development is consistent with the City's Comprehensive Plan and is compatible with present and future land uses of the area.
2. The development is consistent with the City's Zoning Ordinance with noted conditions on the Planned Unit Development.
3. The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property and will not be detrimental to potential surrounding use.
4. Each phase of the proposed development, as it is proposed to be completed, is of sufficient size, composition, and arrangement that its construction, marketing, and operation are feasible as a complete unit, and that provision and construction of dwelling units and common open space are balanced and coordinated.
5. The PUD will not create an excessive burden on parks, schools, streets, and other public facilities and utilities, which serve or are proposed, to serve the area.
6. The proposed total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
7. City services have adequate capacity to serve the proposed development.

BE IT FURTHER RESOLVED, that approval of the preliminary plat and conditional use permit for a planned unit development shall be subject to the following conditions:

1. The Applicant shall work with the Engineer to address any Engineering concerns or revisions provided in their Engineering memo dated September 17, 2024.
2. The Applicant shall work with the Planner to address any Planning concerns or revisions listed in the Planning Review Memo dated September 13, 2024.
3. The Applicant shall address any comments from MnDOT.
4. The Applicant shall submit a landscaping plan compliance with the standards in Section 66-974 of the City Code.
5. The Applicant shall submit an updated tree preservation plan showing an estimated removal of Lot 1, Block 3 of the Preserve at Spring Hill 2nd Addition.
6. The Applicant shall record the Conditional Use Permit with the Chisago County Recorder.
7. With Final Plat application, all lots shall show adequate locations for a primary and alternate septic sites that meets the standards in Chapter 14 of the City Code
8. The Applicant shall deed Outlot B and Outlot C to the City prior to the release of the final plat to ensure Open Space standards are met.
9. The Applicant shall construct a trail along Harder Parkway meeting the requirements of the City.
10. All fees and financial obligations shall be received by the City prior to the releasing of the approval documents related to this project for recording

Exhibit A

Current Legal Description:

Outlot A, Preserve at Spring Hill, Chisago County Minnesota

PID: 11.00326.05

Proposed Legal Description:

Preserve at Spring Hill 2nd Addition

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 of Block 1

Lots 1, 2, 3, 4, 5 of Block 2

Lot 1 of Block 3

Lots 1, 2, 3, 4, 5, 6 of Block 4

Preserve at Spring Hill 3rd Addition

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 of Block 1

(Reserved for Recording Data)

CITY OF NORTH BRANCH
CHISAGO COUNTY, MINNESOTA

CONDITIONAL USE PERMIT FOR PLANNED UNIT DEVELOPMENT
FOR THE PRESERVE AT SPRING HILL 2ND AND 3RD ADDITION

1. PERMIT. Subject to the terms and conditions set forth herein, the CITY OF NORTH BRANCH hereby grants a Conditional Use Permit to allow the following: Planned Unit Development for the Preserve at Spring Hill 2nd and 3rd Addition.
2. PROPERTY. This Conditional Use Permit is for the property legally described in Exhibit A.
3. CONDITIONS. This Conditional Use Permit is issued subject to construction in accordance with the approved plans submitted with the application and the following conditions:
 1. All standards of the underlying zoning district of Rural Residential shall apply with the exception of the following:
 - a. The minimum lot width may be reduced to 90' for Lot 6 of Block 1 of the Preserve at Spring Hill 3rd Addition.
 - b. The minimum lot depth may be reduced to a minimum of 155' on the following lots:
 - i. Preserve at Spring Hill 2nd – Block 1, Lots 6, 7 and 9; and Block 2, Lots 1, 2, 3, 4, and 5;
 - ii. Preserve at Spring Hill 3rd – Block 1, Lots 1, 2, 3, 4 and 5.
 - c. The minimum buildable acreage may be reduced to a minimum of 42,000 sq ft on the following lots:
 - i. Preserve at Spring Hill 2nd – Lot 1 and Lot 2 of Block 4

4. TERMINATION OF PERMIT. The City may revoke the permit following a public hearing for violation for the terms of this permit.
5. LAPSE. If within one (1) year of the issuance of this Conditional Use Permit the associated Final Plat has not been approved, this permit shall lapse.
6. RECORDING. This Conditional Use Permit shall be recorded by the City against the title to the Property upon approval of the Final Plat.

Dated: October 8, 2024.

CITY OF NORTH BRANCH

BY :

Kevin Schieber, Mayor

(SEAL)

AND

Linda Wolfe, Interim City Administrator

STATE OF MINNESOTA

Exhibit A

Current Legal Description:

Outlot A, Preserve at Spring Hill, Chisago County Minnesota

PID: 11.00326.05

Proposed Legal Description:

Preserve at Spring Hill 2nd Addition

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 of Block 1

Lots 1, 2, 3, 4, 5 of Block 2

Lot 1 of Block 3

Lots 1, 2, 3, 4, 5, 6 of Block 4

Preserve at Spring Hill 3rd Addition

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 of Block 1

October 2, 2024

Nathan Sondrol
City of North Branch
P.O. Box 910
North Branch, MN 55056

SUBJECT: MnDOT Review # **P20-035D**
Preserve at Spring Hill
NE Quad MN 95 (St. Croix Trail) & Harder Parkway
North Branch, Chisago County

Dear Mr. Sondrol:

Thank you for the opportunity to review the changes to the **Preserve at Spring Hill** development. MnDOT has reviewed the documents and has the following comments:

Noise:

MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards.

MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise.

If you have any questions regarding MnDOT's noise policy please contact Natalie Ries in Metro District's Noise and Air Quality Unit at 651-234-7681 or Natalie.Ries@state.mn.us.

Right-of-Way:

The right-of-way appears to be correct, however, the Sections are mislabeled. The labels state that it is Section 10, whereas they are actually Section 15 on the plat. This was noted on the previous review letter (P20-035C) and still remains to be corrected. Also-a lot of the line work is done in such a way as to make it difficult to read distance and curve labels.

An equal opportunity employer

If you have any questions regarding these comments please contact Keith Jakober in Metro Surveys at 651-775-0970 or keith.jakober@state.mn.us.

Traffic:

A right turn lane on MN 95 for westbound motorists traveling north onto Harder Pkwy already exists. The development **will not** have enough traffic volume to meet MnDOT warrants for a left turn lane.

The internal road that ends in the cul-de-sac on the south side of the parcel should be developed in such a way that further development to the south can use that road to access TH95 at Harder Pkwy rather than getting access to TH95 at a new access point. If there is a need for a second access to the development for emergency services needs, we would recommend an access that does not look like a public access that is accessed with a gate.

Questions regarding these comments should be directed to Kaare Festvog, MnDOT Traffic at 651-234-7814 or kaare.festvog@state.mn.us.

Water Resources:

There is not enough information in this submittal to determine if a drainage permit is required. However, based on topography, development on lots 1-8 of Block 1 will likely trigger a drainage permit. The applicant will need to demonstrate that there is no increase in discharge rates to the MnDOT Right-of-Way (ROW) as part of the development for the 2, 10, and 100 year events. Submittal of stormwater calculations will be required.

The following information must be submitted with the drainage permit application:

- 1) A grading plan showing existing and proposed contours.
- 2) Drainage area maps for the proposed project showing existing and proposed drainage areas. Any off-site areas that drain to the project area should also be included in the drainage area maps. The direction of flow for each drainage area must be indicated by arrows.
- 3) Drainage computations for pre and post construction conditions during the 2, 10, and 100 year rain events.
- 4) Time of concentration calculations.
- 5) An electronic copy of any computer modeling used for the drainage computations.
- 6) See also the attached Drainage Permits Checklist for more information.

Once a drainage permit application is submitted, a thorough review will be completed and additional information may be requested.

For questions regards these comments, contact Jason Swenson, Metro Water Resources, at jason.swenson@state.mn.us or 651-234-7539.

Permits:

As well as the potential drainage permit mentioned above, any use of, or work within or affecting, MnDOT right of way will require a permit.

Permits can be applied for at this site: <https://olpa.dot.state.mn.us/OLPA/>. Please upload a copy of this letter when applying for any permits.

Please direct questions regarding permit requirements to Buck Craig of MnDOT's Metro Permits Section at 651-775-0405 or Buck.Craig@state.mn.us.

Review Submittal Options:

MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

1. Email documents and plans to metrodevreviews.dot@state.mn.us. Attachments may not exceed 20 MB (megabytes) per email. Documents can be zipped as well. If multiple emails are necessary, number each email.
2. Files over 20 MB can also be uploaded to MnDOT's Web Transfer Client site: <https://mft.dot.state.mn.us>. Contact metrodevreviews.dot@state.mn.us, and staff will create a shared folder in which files can be uploaded. Please send an accompanying email with a narrative for the development.

If you have any questions concerning this review, please contact me at (651) 234-7797 or Cameron.muhic@state.mn.us.

Sincerely,



Cameron Muhic
Senior Planner

Copy sent via E-Mail:

Buck Craig, Permits
Jason Swenson, Water Resources
Adam Josephson, East Area Manager
Keith Jakober, Surveys
Natalie Ries, Noise
Amrish Patel, Transit
Colette Baumgardner, WSBeng

Lance Schowalter, Design
Kaare Festvog, Traffic
Dmitry Tomasevich, Area Engineer
Michael Lynch, Right-of-Way
Michael Kowski, Maintenance
Tristan Trejo, Multimodal
Joe Widing, Metropolitan Council

Memorandum

To: North Branch Development Review Committee

From: Justin Messner, WSB

Date: September 17, 2024

Re: Preserve at Spring Hill Plan Review
WSB Project No. 017948-000

Plans were submitted for the proposed Preserve at Spring Hill Development in the City of North Branch, Chisago County. The project is located near Harder Parkway and TH 95. Engineering review comments were generated from the following documents:

- Preserve at Spring Hill Street and Utility Plans, LHB, Received 7/15/2024, dated 8/06/2021.
- Preserve at Spring Hill SWMP, LHB, Received 7/15/2024, dated 8/06/2021.

The following items should be addressed including the redline comments on the submitted plans. Note, not all comments in the review memo are reflected on the plan and not all redline comments are reflected in the review memo:

General

1. A 20 foot wide buffer of natural vegetation is required on the upland side of the wetland limits in Block 4 and Outlot C. If this buffer area is within any of the lots in Block 4 a drainage and utility easement must be shown on the preliminary and final plats at the edge of the buffer strip. In addition, a Conservation Easement must be dedicated over the buffer area to insure that it is preserved and managed as natural vegetation. The conservation easement should be marked with signs identifying the preservation area. The Conservation easements must be recorded as separate easement documents on each of the parcels affected.

Grading/Utility/Erosion Control

1. The Grading and Utility Plan sheets should be modified to include spot elevations at high and low points. Grades for the street centerline and ditch bottoms, with flow direction arrows, should also be included on the plan.
2. A Legend should be added to each of the Grading plan sheets with the nomenclature for the proposed building pads identified. The legend should include the type of proposed home identified, as well as the intent of the elevations shown at each pad. Standard grading plans include the proposed garage floor elevation shown on the street side of the building pad, and the low floor elevation on the rear side of the pad. It appears that the plans submitted include the garage elevation shown on the backyard side of the pads on some of the plan sheets.
3. Confirm the presence of a 10-foot wide, 10:1 slope immediately below the NWL of the storm water pond.
4. The grading plan must include maintenance access to the inlets and outlets of the storm water pond to allow dredging of sediment from the pond.

5. Provide approximate driveway slopes from building pads to edge of road
 - a. Minimum driveway grade: 2.0%
 - b. Maximum driveway grade: 6.0%
 - c. In unique cases where a grading hardship can be shown the City will review and may approve grades exceeding 6.0% but no grades over 9.0% will be accepted.
6. Provide typical profile of driveway from building pad to edge of road
 - a. Provide all low and high points
 - b. Show approximate culvert location/elevation (by others with house construction)
 - i. Verify culvert sizes based on upstream drainage areas
 - c. Verify whether 2:1 slopes on berm are maintainable
7. Drainage from front of building pads appears to be held by roadway berm
 - a. Provide proposed spot elevations and flow arrows demonstrating where front drainage will go
8. Call out all lots as split entry lookout (SELO) with lowest opening elevations and lowest floor elevations
9. Drainage is directed to adjacent properties and building pads
 - a. Drainage should be directed away from building pads
 - b. Drainage from one property to another should be contained within drainage and utility easement
 - c. Drainage swales should maintain a minimum 2% grade
 - d. Provide proposed spot elevations and flow arrows
10. Minimal road side ditch grades (~0.6%) matching road profile
11. Show extents of grading plan to MN Trunk Highway No 95
 - a. Provide additional sheet as necessary
12. Show trail grading as part of overall grading plan
13. Flip text of lots so front elevation is in front with rear elevation in back consistent with proposed contours

Utility/Paving Plan

1. The Plan and Profile sheets should be modified to include spot elevations at high and low points. Grades for the street centerline and ditch bottoms, with flow direction arrows, should also be included on the plan.
2. It appears that the culvert under 392nd is to be the emergency overflow for the pond. If this is the intent please label it accordingly.
3. The Trail Grading & Utility Plan sheets show culverts under driveways along Harder Parkway. However, it appears that the invert elevation labels are incorrect based upon the north arrow on the plan. Please confirm elevations, labeling and flow direction of the ditch and culverts.
4. Identify proposed septic field locations and associated soil borings on plans.

Storm Sewer/Surface Water Management

1. Provide sizing calculations for proposed culverts.
2. Confirm the HWLs of the proposed pond meet the City's Freeboard requirements noted in the City's Engineering Guidelines.
3. Confirm the HWLs from the HydroCAD models and what is noted in the plans, they look to be different values.
4. Note the Pond HWL in the SWMP.
5. Confirm the length and slope used for the outlet pipe as it does not match what is in the HydroCAD model.

6. Confirm that all of Drainage Area 3 will be routed to the proposed pond as the flow lines indicate some areas of this area is routed away from the basin.
7. Provide the proposed contours with labels on the proposed drainage map within the SWMP.
8. Electronic versions of HydroCAD models are requested with future submittals to aid in review.
9. Electronic versions of the MIDS or other equivalent water quality model, if applicable, is requested with future submittals to aid in review.

Wetlands

1. Provide an approved wetland delineation report.
2. Show the 20' wetland buffer on the engineering drawings.

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.



**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: 9/13/2024

To: Windward Development, LLC
38490 Jewel Ave
North Branch, MN 55056

From: Colette Baumgardner, WSB, City Planner

Re: Preserve at Spring Hill 2nd

The City of North Branch received your Zoning and Land Use applications, requesting Preliminary Plat and Planned Unit Development approval for the Preserve at Spring Hill 2nd Addition. The Development is planned to be phased with 21 lots within the first phase (Preserve at Spring Hill 2nd Addition) and 14 lots in a second phase (Preserve at Spring Hill 3rd Addition). The property is generally located East of Harder Parkway and north of HWY-95 (St Croix Trail) and contains PID: 11.00326.05.

The plans used for this review include:

- Civil Plans dated 10/01/2021
- SWMP dates 10/06/2021
- Preliminary Plat dated 07/02/2021
- Tree Preservation plan dated 08/20/2021

City staff have completed the zoning review of plans; comments are attached. Additional engineering comments will be provided in a separate memo. Additional information regarding the buildable acreage of each lot is required to complete the review of the Planned Unit Development components of the application.

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

Best,

Colette Baumgardner
WSB, Graduate Community Planner



CITY OF NORTH BRANCH

DEVELOPMENT REVIEW COMMENTS COMMUNITY DEVELOPMENT DEPARTMENT

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

Planning

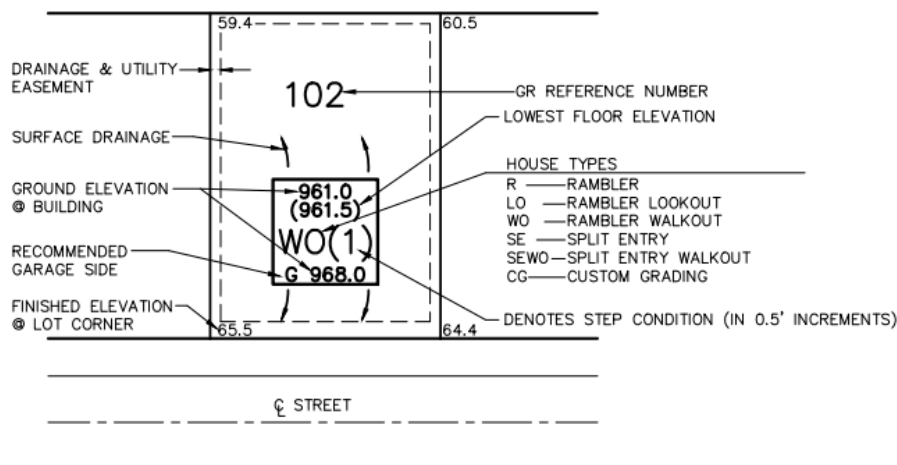
Preliminary Plat

- The Tree Preservation Plan does not appear to take into account the removal of trees for the entrance of Harder Parkway for the construction of 391st Street. Please update the Tree Preservation Plan to take these removals into account.
- The City Code requires one acre of contiguous, buildable land within the Rural Residential district. Provide details of buildable acreage per lot to define in the PUD standards to be approved with the Preliminary Plat.

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 a Grading Plan Lot Key similar to the one in the image below.

GRADING PLAN LOT KEY



- Provide landscaping plan in compliance with the standards in [Section 66-974](#) of the City Code.
 - At this time, staff recommends planting a tree buffer between Lots 1 - 8 of Block 1 of Preserve at Spring Hill 2nd and HWY-95. A sample tree buffer plan is attached to this memo. The upcoming comments from MnDOT will better inform this recommendation and whether it would be required to mitigate noise from the Highway that exceeds standards set by the MPCA.

- On each lot, a suitable location for a primary and alternative septic site need to be shown that meets the standards in [Chapter 14](#) of the City Code. This helps to ensure that all lots are buildable moving forward.
- Show apprx well locations
- Please provide an updated preliminary plat with the cul-de-sac design for Block 4 of the Preserve at Spring Hill 2nd that aligns with the civil plans dated 10/01/2021.

Planned Unit Development

- Please provide updated plans with the lot width measured at the front yard building setback line.
- Please provide the buildable acreage for each lot.
- The deviations requested include:
 - A reduction of the lot width to 90' for the lot below.
 - Preserve at Spring Hill 3rd – Block 1, Lot 6
 - A reduction of the lot depth to a minimum of 155'. The lots below all of a lot depth of between 155' and the 300' minimum required in the RR district.
 - Preserve at Spring Hill 2nd – Block 1, Lots 6, 7 and 9; and Block 2, Lots 1, 2, 3, 4, and 5;
 - Preserve at Spring Hill 3rd – Block 1, Lots 1, 2, 3, 4 and 5.
 - A reduction of the buildable acreage required in Rural Residential districts. Please provide the buildable area for each lot.

Public Works & Engineering

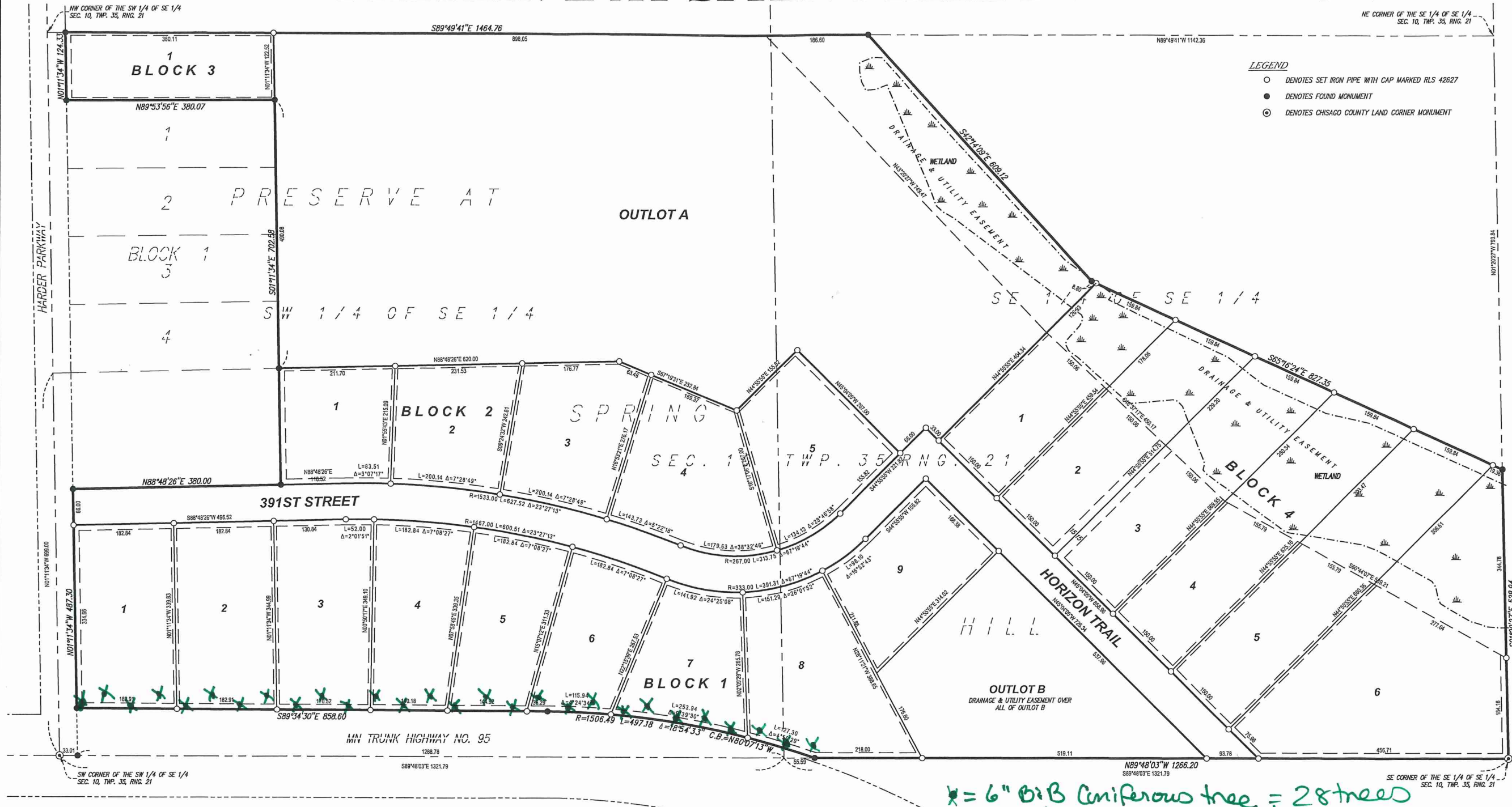
- Full engineering comments on the plans dated October 1, 2021 are forthcoming.
- Update the plans to show the retention basins will be covered with a fiber erosion control blanket to aid with future vegetation in the basins. Installation shall meet the specifications in the City Standard Detail Plate ERO-006 attached.

Parks

- The Parks Commission discussed the Preliminary Plat at their meeting on September 9, 2024. The Parks Commission determined that the City will accept cash for park dedication along with the construction of a 10' wide trail along Harder Parkway and Outlot dedication as open space. The final park dedication fees will be determined with the development agreement.

PRESERVE AT SPRING HILL 2ND ADDITION

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 15, T. 35, R. 21



* = 6" D.B. Coniferous tree = 28 trees
25' apart Staggered

KNOW ALL MEN BY THESE PRESENTS: That Windward Development, 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:

Outlot A, PRESERVE AT SPRING HILL

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

Has caused the same to be surveyed and platted as PRESERVE AT SPRING HILL 2ND ADDITION and does hereby donate and dedicate to the public for public use forever the public ways, and also the easements as shown on this plat for drainage and utility purposes only.

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

Signature Printed Name and Title

STATE OF MINNESOTA

COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by ____ of Windward Development, LLC, a Minnesota limited liability company.

SIGNATURE PRINTED NAME

Notary Public, ____ County, Minnesota
My commission expires ____

I hereby certify that I have surveyed and platted or directly supervised the surveying and plating of the land described on this plat; that 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 lands as of this date are shown and labeled; and all public ways are shown and labeled; and that there are no wet lands, as defined in MS 505.01, Subd. 3, or public highways to be designated other than as shown.

Kyle J. Roddy
MN Licensed Surveyor No. 42627

STATE OF MINNESOTA
COUNTY OF

The foregoing Surveyor's Certificate by Kyle J. Roddy, Minnesota License No. 42627, was acknowledged before me this ____ day of ____, 20__.

SIGNATURE
Notary Public, ____ County, Minnesota
My commission expires ____

PRINTED NAME

Approved by the City Council of the City of North Branch, Minnesota, this ____ day of ____, 20__, and is 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, Minnesota Statutes this ____ day of ____, 20__.

Chisago County Surveyor

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

Chisago County Auditor

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

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.

Chisago County Recorder



During the September 16, 2024 meeting, the Commission opened a public hearing at 6:54 pm and received the following comments. The comments have been summarized, and the full comments can be heard in the recording of the meeting on the City's website.

- Chair Jennrich read the email from Dale and Gloria Mechels, living at 7737 St Croix Trail emailed on September 10, 2024, to Baumgardner stating their concern about the development because of the traffic on HWY95.
- Dan, living at a home on Harder Pkwy, addressed the Commission on traffic issues and having headlights shine into his home.
- Mario Charles expressed concern about the tree removals around his property.
- Joe Anderson questioned how many trees would be removed during the development, specifically on Lot 1 of Block 3. He also wanted to know about the width, location, and drainage of the proposed trail.
- Tim Sleton wanted to know why the development does not have its own access and why developments are being made with one entrance. He was also concerned about the snowmobile trail.
- Knox Son wanted to know how many houses would be built in that area and expressed concern about the impact to the views from his house.
- Jane Sleton is concerned about all the traffic and how long she would need to wait to get out of her driveway.

The public hearing was closed at 7:10pm and went back into the regular meeting. The Commission discussed and addressed the inquiries made by the residents during the public hearing.

Colette Baumgardner

From: Gloria Mechels <glormeca65@gmail.com>
Sent: Tuesday, September 10, 2024 3:33 PM
To: Colette Baumgardner
Subject: Preserve at Spring Hill

EXTERNAL EMAIL

Colette,

We are Dale and Gloria Mechels and live at 7737 St Croix trail.

We are concerned about the development because of the traffic on HWY95.

We have asked for a bypass to be done at Harder Parkway before the previous houses were built and feel before this development starts, the contractor should be made to provide for a bypass lane not us as taxpayers.

Speed limit hits 55 right after the round about and cars, trucks and semi's are going 70 by the time they hit Harder Park Road.

We have been concerned also because of the kids playing softball on the fields there, cars going in and out.

Lastly, I hope they are going to build "quality" homes and not like the crappy (look alike) ones built on Flink Ave and having them so close that a tree cannot be planted between them.

I have a previous engagement or I would be at the meeting to express our concerns.

Subject: North Branch - Metro District (East) - HwyMN 95:-Safety



Josephson, Adam (DOT) <adam.josephson@state.mn.us>
to glormeca65@gmail.com

MnDOT has reviewed the new housing development in this area, the additional traffic generated by the 11 houses developer to add a left-turn lane at Hwy 95 and Harder. The city is also reviewing and may have their own require Due to the number of driveways along the south side of Hwy 95 in this area we would be concerned about the safe the speed limit in this rural transition area 55 MPH is the appropriate speed limit east of the County 14 roundabout affective.

To learn more about how speed limits are determined, see this website
<https://www.dot.state.mn.us/speed/index.html>

Adam Josephson
MnDOT – Metro District
East Area Manager
651/775-4087
adam.josephson@state.mn.us

Formstack Submission For: </information/submit.html>

Submitted at 10/02/24 2:01 PM

**What is the subject of
your concern or
question?:**

Safety

**Summary / additional
details:**

We live on Hwy 95 1 mile east of North Branch. The city is c build many houses on Harder Park Road which is just pass have expressed concern to the city that traffic passed here currently has about 11 houses on it and at the end of the ro fields. We would like to have a bypass lane done so traffic c road safely. We would also like the speed limit reduced to 4

**Summary
attachments:**

**Have you contacted
MnDOT previously to
resolve this concern?:**

No

Colette Baumgardner

From: Lyn Annett <lyn@schwieterscompanies.com>
Sent: Thursday, September 26, 2024 10:12 AM
To: Colette Baumgardner
Cc: nathans
Subject: RE: Windward Development LLC and Preserve at Spring Hill

Importance: High

EXTERNAL EMAIL

Hi Colette,

The major issue for us homeowners on Harder Parkway is the traffic, there are little one's on this street. We have trucks and cars speeding by on this road, now you are going to add to this. The solution is to have the developer have access to the park from the northwest side of the property which is located close to the park.

It does not make sense to build a sidewalk to cause more congestion on Harder Parkway and the developer to add access using the Northwest corner will ease the traffic on Harder Parkway. It is common sense and I hope the city really takes a look at this longer.

Thank you,

Lyn

Lyn Annett

Accountant

T 612.490.3860 | lyn@schwieterscompanies.com

schwieterscompanies.com



**SCHWIETERS
COMPANIES**

INTERIOR FINISHES

Finish Carpentry | Doors | Millwork | Prefinish | Cabinetry | Hardware
13925 Fenway Blvd N, Hugo, MN 55038

From: Colette Baumgardner <colette.baumgardner@wsbeng.com>
Sent: Thursday, September 26, 2024 9:58 AM
To: Lyn Annett <lyn@schwieterscompanies.com>
Cc: nathans <nathans@ci.north-branch.mn.us>
Subject: RE: Windward Development LLC and Preserve at Spring Hill

Hi Lyn,

Thank you for comments on the Preserve at Spring Hill project. I will add this to the project file and include in the packet when it is presented to the City Council.

The Planning Commission reviewed the project on September 16th and recommended approval to the City Council. The project is anticipated to be discussed by the City Council at their meeting on **October 8th at 7 pm at**

City Hall. There is a small chance the project would be discussed at the October 22nd meeting. If this is the case, I will send you an email letting you know.

The trail is proposed to be contained within the City's right of way for the road. The full plan set can be found in the civil plans in the [Planning Commission packet online](#). For easy reference, I have attached the surfacing plan that most clearly shows the proposed location.

There is not a plan to construct a fence as part of this development.

Best,
Colette

Colette Baumgardner
Graduate Community Planner



612.409.4384 (o)
-
701 Xenia Avenue S, Suite 300
Minneapolis, MN 55416
wsbeng.com

For a list of WSB employee licenses and certifications visit [here](#).

This email, and any files transmitted with it, is confidential and is intended solely for the use of the addressee. If you are not the addressee, please delete this email from your system. Any use of this email by unintended recipients is strictly prohibited. WSB does not accept liability for any errors or omissions which arise as a result of electronic transmission. If verification is required, please request a hard copy.

From: Lyn Annett <lyn@schwieterscompanies.com>
Sent: Wednesday, September 25, 2024 1:39 PM
To: Colette Baumgardner <colette.baumgardner@wsbeng.com>
Subject: Windward Development LLC and Preserve at Spring Hill

EXTERNAL EMAIL

Good afternoon,

My husband and I own a home on Harder Parkway and received notice of a meeting regarding the new development going up north of us. We were out of town but have concerns. We, long with homeowners on Harder Pkwy are very concerned about the sidewalk you plan on putting in on our street. We now have cars speeding up and down our road, a lot of traffic from the games being played at the park. The fact that you want to rip up the front of our yards to put in a sidewalk which will cause...now foot traffic and 4-wheel traffic is incomprehensible. The land development company, who only registered with the Secretary of State in 2019, has plenty of space on the lot that is next to the park to put in a sidewalk that leaves the new development. It is bad enough that the plans show the new development accessing their homes using Harder Pkwy. which will cause backups and headaches.

We purchased our home a last year because it is out of the busy town, and a quiet neighborhood. The fact that the town board approved the plan WITHOUT consulting homeowners on Harder Pkwy is very unfare and not right! We all take care of our lawns and have sprinkler systems, our you expecting us to pay to have our systems moved now that you are putting in a sidewalk?

Why in the world would this plan be approved without us, taxpayers and homeowners, that would be effected.

What I want to know is do you plan to put a fence up between the development and our tree line?

Homeowners have rights to voice concerns before the plan is approved! When is the next meeting?

Sincerely,

Lyn Annett

Lyn Annett

Accountant

T 612.490.3860 | lyn@schwieterscompanies.com

schwieterscompanies.com



**SCHWIETERS
COMPANIES**

INTERIOR FINISHES

Finish Carpentry | Doors | Millwork | Prefinish | Cabinetry | Hardware
13925 Fenway Blvd N, Hugo, MN 55038



Prepared By: Carla Vita, Community Development Director

Date: December 14, 2021

Subject: A Resolution Approving Preserve at Spring Hill 2Nd Preliminary Plat

Background Information:

Windward Development, LLC has submitted an application for a preliminary plat named Preserve at Spring Hill 2nd Addition. Windward Development, LLC is the sole owner of the subject property. Please see the attachment from the Planning Commission for full background information.

The October 5, 2021 approved Planning Commission meeting minutes state:

Vita reported that Windward Development, LLC submitted plans for a preliminary planned unit development plat for a 35 lot subdivision to be called Preserve at Spring Hill 2nd. The initial plat consisted of 4 lots along Harder. The areas set aside as an outlot in the first subdivision is the subject of this preliminary plat and is now planned to be further developed in phases with 21 lots being platted in the first phase (Preserve at Spring Hill 2nd Addition) and 14 lots being platted at a later date (Preserve at Spring Hill 3rd Addition). The property is generally located in the northeast quadrant of TH 95 and Harder Parkway. Vita reported the MnDOT is recommending that a turn lane be constructed at Harder and TH95.

Several residents appeared to express concern regarding the intersection of Harder at TH95 and the traffic along Harder that will be generated by the use. Additional concerns about headlights shining into windows, the impact of the new private wells on the existing parcels, the width of Harder and the loss of the field views were mentioned. A speed reduction on TH95 and speed bumps on Harder Parkway were requested.

Following discussion by the members and upon motion made and seconded and approved by a 5:0 vote, the Planning Commission is recommending approval of the preliminary plat based on the following findings:

1. The plat will create more housing options for the community.
2. The housing options will meet a need shown in the Maxfield study commissioned by the Chisago County HRA-EDA in 2018.

3. The developer has worked with Staff regarding trail along Harder Parkway, MnDOT's turn lane recommendation, trees to be installed along TH 95 and future plans for Horizon Trail to be extended further south.
4. The development will extend trail along the east side of Harder Parkway.
5. City Code 66-794 requires the evaluation that the development will not, "create an excessive burden on parks, schools, streets, and other public facilities and utilities, which serve or are proposed, to serve the area". The development has been reviewed by MnDOT, North Branch Fire and Police Chiefs, and the Development Review Committee. None has expressed concerns that the proposed project will result in unreasonable burdens to their respective department and/or area of expertise and concern.
6. More than 50% of the existing trees will be preserved.
7. The wetland report was approved with conditions.
8. The residential homes fit the neighborhood.

And subject to the following conditions which will be memorialized by resolution and recorded on the development agreement:

1. Roads and trail will be constructed by the Developer in accordance with a development agreement to be executed by the city of North Branch and the Developer, and/or its successors or assigns.
2. Access control shall be limited to Harder Parkway.
3. Trees shall be planted along TH 95 shall be planted where indicated.
4. Park dedication fees related to the development, will be paid by the Developer in accordance with a development agreement to be executed by the city of North Branch and the Developer.
5. The Developer shall meet all requirements of the City Engineer and MnDOT. This includes the construction of a turn lane on TH95 at the developer's sole cost and expense, as per the following MnDOT requirements:

- The City will need take the lead on the project which will go through the State Aid development/review process (Phil Bergem will be your contact).
- Prepare a Level 2 layout for MnDOT Metro review and approval (Level 2 layouts are reviewed/approved at the district level).
- Metro State Aid cooperative agreement group will take the lead on the plan review by Metro functional groups for approval. We will have to find out if this requires Central Office review and approval or if it can be approved at the District
- The project will need to meet all environmental permit requirements (MnDOT and Non MnDOT) including drainage
- Any necessary right of way will need to be secured by the City in Fee and then turned up to MnDOT after construction.
- There will be a cooperative construction agreement (MnDOT/City) that will cover maintenance and any project costs. (Executed by City, MnDOT Metro, and MnDOT Central Office).
- The city will be the responsible party that MnDOT will work with in construction.

If the project is approved for cooperative grant money, the money will be used to offset the developer's cost of construction.

6. The Developer will place a conservation easement over the open spaces and either create a homeowners association that will manage the open spaces or dedicate them to the City of North Branch per City Code.
7. The Developer shall construct a temporary turn around as shown in the attachment.
8. The Developer shall construct trail along Harder parkway meeting the requirements of the City.

The recommendation for approval relates solely to the preliminary planned unit development plat for 35 single family homes, 391st Street, Horizon Trail, temporary culde-sac and trail. Any development is conditioned upon final plat approval, site approval and additional submittals as deemed necessary or advisable.

Staff Comprehensive Plan Analysis:

The Comprehensive Plan Land Use Plan are generally consistent in this area.

Deadline for City Council Action:

January 6, 2022

Development Review Committee Recommendation:

The Committee, comprised of City Staff, recommending approval of preliminary plat.

Planning Commission Recommendation:

The Planning Commission is recommending approval of the resolution.

Requested City Council Action:

Approval of the attached resolution.

Voting Requirements:

>Simple Majority

Attachments:

Exhibit A Preserve at Spring Hill 2nd Addition - Preliminary Plat (PDF)

Exhibit B - Legal Description (DOCX)

Preserve At Spring Hill 2nd - Planning Commission Memo - 10.5.21 (PDF)

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. 090-21-CC

A RESOLUTION APPROVING PRESERVE AT SPRING HILL 2ND PRELIMINARY PLAT

WHEREAS, Windward Development, LLC is the owner of property legally described on Exhibit B, and have submitted an application for preliminary plat approval for Preserve at Spring Hill 2nd, a new addition to the City of North Branch; and,

WHEREAS, the Planning Commission held a public hearing on October 5, 2021, and on the basis of testimony and their analysis, recommended approval of the preliminary plat as attached hereto as Exhibit A, and which is under consideration by the City Council; and,

WHEREAS, the City Council adopts the following findings:

1. The plat will create more housing options for the community.
2. The housing options will meet a need shown in the Maxfield study commissioned by the Chisago County HRA-EDA in 2018.
3. The developer has worked with Staff regarding trail along Harder Parkway, MnDOT's turn lane recommendation, trees to be installed along TH 95 and future plans for Horizon Trail to be extended further south.
4. The development will extend trail along the east side of Harder Parkway.
5. City Code 66-794 requires the evaluation that the development will not, "create an excessive burden on parks, schools, streets, and other public facilities and utilities, which serve or are proposed, to serve the area". The development has been reviewed by MnDOT, North Branch Fire and Police Chiefs, and the Development Review Committee. None has expressed concerns that the proposed project will result in unreasonable burdens to their respective department and/or area of expertise and concern.
6. More than 50% of the existing trees will be preserved.
7. The wetland report was approved with conditions.
8. The residential homes fit the neighborhood.

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

That the preliminary plat for Preserve at Spring Hill 2nd as submitted by Windward Development, LLC in accordance with their application for Preserve at Spring Hill 2nd, creating 35 single family lots, as visually depicted on Exhibit A is hereby approved subject to the following conditions:

1. Roads and trail will be constructed by the Developer in accordance with a development agreement to be executed by the city of North Branch and the Developer, and/or its successors or assigns.
2. Access control shall be limited to Harder Parkway.
3. Trees shall be planted along TH 95 shall be planted where indicated.
4. Park dedication fees related to the development, will be paid by the Developer in accordance with a development agreement to be executed by the city of North Branch and the Developer.
5. The Developer shall meet all requirements of the City Engineer and MnDOT. This includes the construction of a turn lane on TH95 at the developer's sole cost and expense, as per the following MnDOT requirements:

- The City will need take the lead on the project which will go through the State Aid development/review process (Phil Bergem will be your contact).
- Prepare a Level 2 layout for MnDOT Metro review and approval (Level 2 layouts are reviewed/approved at the district level).
- Metro State Aid cooperative agreement group will take the lead on the plan review by Metro functional groups for approval. We will have to find out if this requires Central Office review and approval or if it can be approved at the District
- The project will need to meet all environmental permit requirements (MnDOT and Non MnDOT) including drainage
- Any necessary right of way will need to be secured by the City in Fee and then turned up to MnDOT after construction.
- There will be a cooperative construction agreement (MnDOT/City) that will cover maintenance and any project costs. (Executed by City, MnDOT Metro, and MnDOT Central Office).
- The city will be the responsible party that MnDOT will work with in construction.

If the project is approved for cooperative grant money, the money will be used to offset the developer's cost of construction.

6. The Developer will place a conservation easement over the open spaces and either create a homeowners association that will manage the open spaces or dedicate them to the City of North Branch per City Code.
7. The Developer shall construct a temporary turn around as shown in the attachment.
8. The Developer shall construct trail along Harder parkway meeting the requirements of the City.

Ex. A – Preliminary Plat

Ex. B – Legal Description of subject property

LOT AREAS

PRESERVE AT SPRING HILL 2ND ADDITION

Block 1

Lot 1 - 1.42 Acres
Lot 2 - 1.44 Acres
Lot 3 - 1.41 Acres
Lot 4 - 1.28 Acres
Lot 5 - 1.22 Acres
Lot 6 - 1.10 Acres
Lot 7 - 1.14 Acres
Lot 8 - 1.68 Acres
Lot 9 - 1.23 Acres

Block 2

Lot 1 - 1.01 Acres
Lot 2 - 1.12 Acres
Lot 3 - 1.33 Acres
Lot 4 - 1.52 Acres
Lot 5 - 1.37 Acres

Block 3

Lot 1 - 1.08 Acres

Block 4

Lot 1 - 1.07 Acres
Lot 2 - 1.06 Acres
Lot 3 - 1.04 Acres
Lot 4 - 1.03 Acres
Lot 5 - 1.05 Acres
Lot 6 - 1.70 Acres

Outlot A - 19.27 Acres (Future Phase 3)

Outlot B - 2.87 Acres

Outlot C - 7.79 Acres

PRESERVE AT SPRING HILL 3RD ADDITION

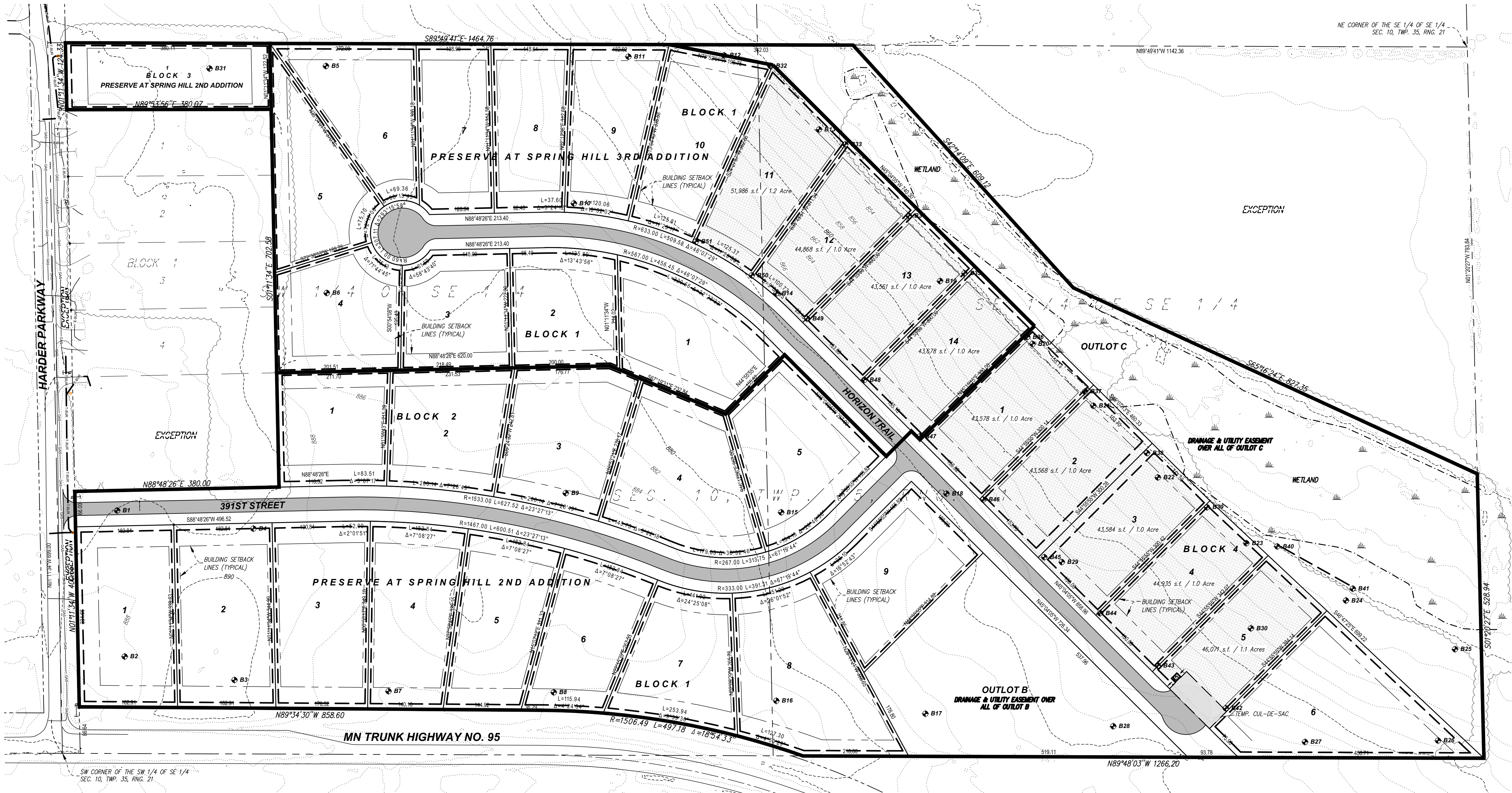
Block 1

Lot 1 - 1.27 Acres
Lot 2 - 1.00 Acres
Lot 3 - 1.01 Acres
Lot 4 - 1.14 Acres
Lot 5 - 1.12 Acres
Lot 6 - 1.16 Acres
Lot 7 - 1.00 Acres
Lot 8 - 1.00 Acres
Lot 9 - 1.11 Acres
Lot 10 - 1.27 Acres
Lot 11 - 1.19 Acres
Lot 12 - 1.08 Acres
Lot 13 - 1.03 Acres
Lot 14 - 1.03 Acres

Total Area of Lots = 52.5 Acres

Required Open Space (15%) = 7.9 Acres

Provided Open Space (Outlot C) = 7.9 Acres



OWNER/DEVELOPER:
WINWARD INVESTMENTS, LLC
10921 WILCOX ROAD
NORTH BRANCH, MN 55056

PROPERTY ZONING AND SETBACKS:
ZONING DISTRICT: RR (RURAL RESIDENTIAL)

FRONT YARD - 40'
SIDE YARD - 10'
SIDE YARD (CORNER LOTS) - 30'
REAR YARD - 30'
REAR YARD (CORNER LOTS) - 15'

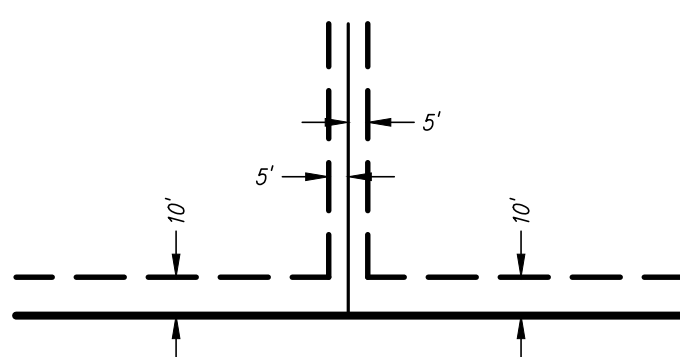
PROPERTY DESCRIPTION:

Outlot A, PRESERVE AT SPRING HILL, Chisago County, Minnesota.

NOTE:

Soil Borings shown per locations provided by Zierke Soil Testing.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH, AND ADJOINING STREET AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

CLIENT: WINWARD DEVELOPMENT, LLC 10921 WILCOX ROAD NORTH BRANCH, MN 55056			COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.		I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.		CHECK BY: KJR		PROJECT #: 190509		DRAWN BY: ECO		PRELIMINARY PLAT		SHEET V001	
1	07/02/2021	PRELIMINARY PLAT SUBMITTAL	201 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029		TYPED OR PRINTED NAME: KYLE RODDY		SIGNATURE:		REG. NO.: 42627		DATE: 7/02/2021		NORTH BRANCH, MN			
NO	DATE	ISSUED FOR														

PRESERVE AT SPRING HILL
2ND ADDITION

CONSTRUCTION PLAN FOR PRESERVE AT SPRING HILL 2ND ADDITION

GRADING, AGGREGATE BASE, BITUMINOUS PAVEMENT, STORM SEWER, AND STORMWATER
DETENTION/RETENTION PONDS

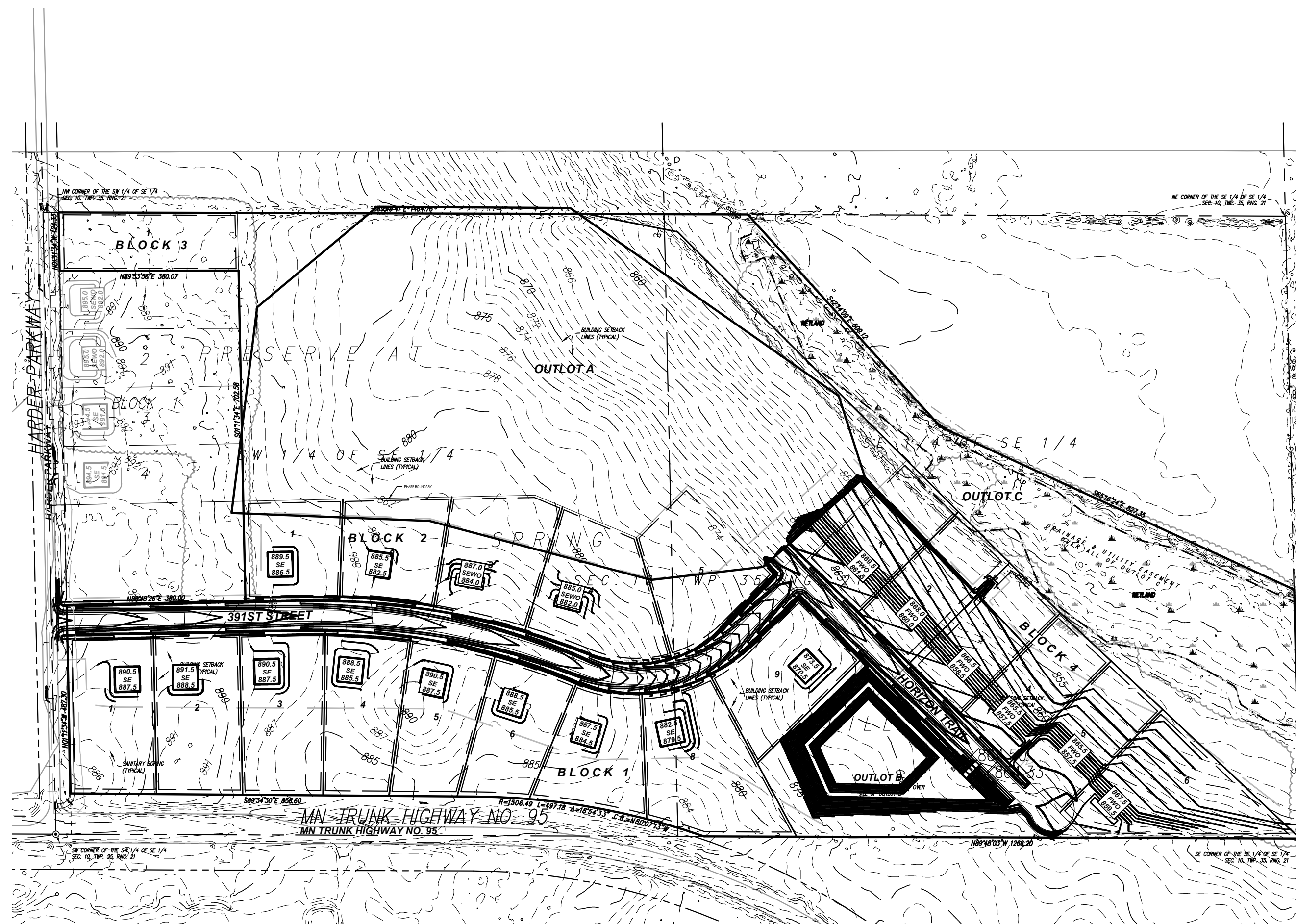
PART OF THE S 1/2 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 35N, RANGE 21W

CONTACT INFORMATION

PROPERTY OWNER:
G & K HOMES, LLC.
10921 WILCOX ROAD
NORTH BRANCH, MN 55056

DESIGNER:
LHB INC.
701 WASHINGTON AVE. N., SUITE 200
MINNEAPOLIS, MN, 55401

CIVIL ENGINEER:
ADAM BESSE
C: 612-786-2849
ADAM.BESSE@LHBCORP.COM



GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE CITY OF NORTH BRANCH STREET & UTILITY DESIGN STANDARDS, STORM WATER POLLUTION PREVENTION PROGRAM, AND ENGINEERING DESIGN STANDARDS FOR STORMWATER MANAGEMENT CONSTRUCTION SPECIFICATIONS SHALL APPLY.

SHEET INDEX

GENERAL

G001 TITLE SHEET

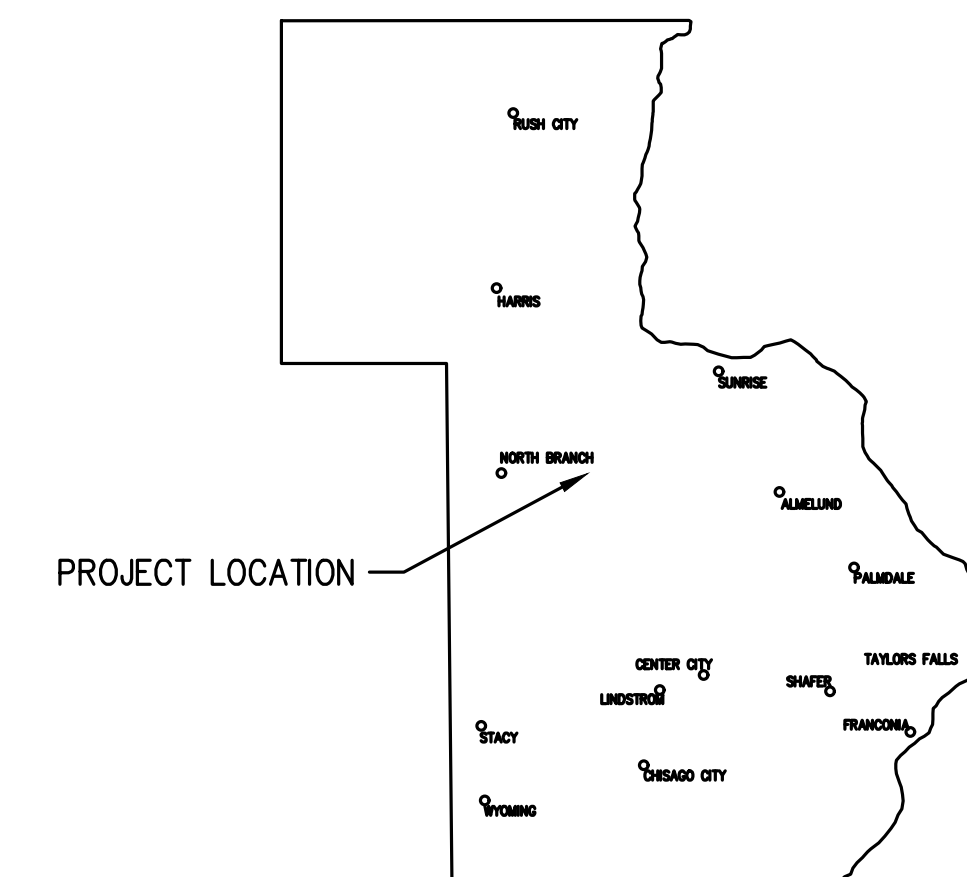
SURVEY

V001 PRELIMINARY PLAT

CIVIL

C001	NOTES AND LEGEND
C002-003	STORMWATER POLLUTION PREVENTION POLLUTION NARRATIVE
C004	INDEX PLAN
C101-102	REMOVALS AND EROSION CONTROL PLAN
C111-112	TRAIL REMOVALS AND EROSION CONTROL PLAN
C201-202	GRADING AND UTILITY PLAN
C211-213	391ST ST PLAN AND PROFILE
C221-223	392ND ST PLAN AND PROFILE
C225	STORM PLAN AND PROFILE
C231-232	TRAIL GRADING & UTILITY PLAN
C401-402	SURFACING PLAN
C411-412	SURFACING PLAN
C501-503	CITY STANDARD DETAILS

VICINITY MAP



PROJECT LOCATION

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

5	10/01/2021	FINAL PLAT RESUBMITTAL	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056 LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave., N. Ste 200 Minneapolis, MN 55401 612.338.2029 COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED. 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:  TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021	CHECK BY:	PROJECT #:	PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN	SHEET
4	08/20/2021	FINAL PLAT RESUBMITTAL		DRAWN BY:	190509		G001
3	08/06/2021	FINAL PLAT RESUBMITTAL					
1	07/28/2020	FINAL PLAT SUBMITTAL					
NO.	DATE	ISSUED FOR					

GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND REQUIREMENTS OF THE DETAILED SPECIFICATIONS.
- OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
- ANY WORK LOCATED ON PUBLIC RIGHT-OF-WAY SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF STANDARD SPECIFICATIONS FOR CONSTRUCTION OF THE CITY OF NORTH BRANCH PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, 2018.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES, WARNING SIGNS, LIGHTS AND FLAGMEN AS PER THE CITY OF NORTH BRANCH PUBLIC WORKS REQUIREMENTS. COST SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. BARRICADES SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD).
- ALL DEBRIS AND REFUSE RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULED OFF-SITE AND DISPOSED OF PROPERLY AT THE CONTRACTOR'S EXPENSE.
- UPON COMPLETION OF WORK, THE CONTRACTOR SHALL PROVIDE A SURVEY OF COMPLETED WORK FOR AS-BUILT SUBMITTAL TO THE CITY OF NORTH BRANCH.
- CONTRACTOR SHALL PROTECT FROM DAMAGE ALL EXISTING FEATURES DESIGNATED TO REMAIN. ANY FEATURES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL UNDERGROUND UTILITIES. UTILIZE THE ONE CALL EXCAVATION NOTICE SYSTEM OF "GOPHER ONE CALL" CALL 1-800-252-1166.
- PROTECT WETLAND BOUNDARIES WITHIN THE SITE.

REMOVAL NOTES

- PROTECT BY WHATEVER MEANS REQUIRED ALL FENCES, SIGNS, STRUCTURES, DRIVES, SIDEWALKS, STREETS, BUSHES, TREES, ETC. WHICH ARE NOT DESIGNATED FOR REMOVAL, OR OUTSIDE THE LIMITS OF CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE INCURRED DURING CONSTRUCTION. THIS INCLUDES, BUT NOT LIMITED TO, DAMAGE CAUSED BY SUBCONTRACTORS TO THE GENERAL CONTRACTOR. REPAIRS SHALL EQUAL OR EXCEED THE QUALITY OF EXISTING CONDITIONS.

GRADING NOTES

- GRADES SHOWN ARE FINISH SURFACE ELEVATIONS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAKE APPROPRIATE DEDUCTIONS FOR VARYING SURFACES TO DETERMINE SUBGRADE ELEVATIONS.
- CONTRACTOR SHALL STOP WORK IMMEDIATELY IN THE AFFECTED AREA AND NOTIFY THE OWNER IF CONTAMINANTS ARE FOUND IN THE EXISTING SOILS.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREA. DO NOT ALLOW WATER TO POND IN EXCAVATION AREAS, AND MAINTAIN ALL EXISTING DRAINAGE PATTERNS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL OSHA REGULATIONS IN THE EXECUTION OF WORK UNDER THIS CONTRACT.

EROSION CONTROL NOTES

- CONTRACTOR SHALL OBTAIN ALL NECESSARY NPDES PERMITS AND SHALL MAINTAIN SAID PERMITS AS REQUIRED BY THE REGULATORY AGENCY.
- THE EROSION CONTROL PLAN INCLUDED IN THE SET SHALL ACT AS THE POLLUTION PREVENTION PLAN AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER PERMIT. FAILURE TO IMPLEMENT THE CONTROLS AND PRACTICES OUTLINED WOULD RESULT IN VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT AND CLEAN WATER ACT AND IS GROUNDS FOR PENALTIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES, NOTIFICATION, MAINTENANCE, MONITORING, AND RECORD KEEPING REQUIRED BY THE NPDES GENERAL PERMIT.
- LOCATIONS OF STABILIZED CONSTRUCTION ENTRANCES INDICATED ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION AND SIZE OF ENTRANCES TO ACCOMMODATE CONSTRUCTION VEHICLES AND ACTIVITIES.
- THE CONTRACTOR SHALL NOT DISTURB EXISTING VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
- PERIODICALLY CLEAN OUT AND DISPOSE OF ALL SEDIMENT ONCE THE STORAGE CAPACITY OF THE DRAINAGE FEATURE OR STRUCTURE RECEIVING THE SEDIMENT IS REDUCED BY ONE-HALF. CLEAN OUT AND DISPOSE OF ALL SEDIMENT AT THE COMPLETION OF THE PROJECT.
- PROVIDE ADDITIONAL ON-SITE PROTECTION, IN ADDITION TO THAT SHOWN SO THAT SEDIMENT IS NOT PERMITTED TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.
- SCHEDULE TEMPORARY SEEDING OPERATIONS IMMEDIATELY AFTER SITE GRADING WORK IS COMPLETE.
- TEMPORARY STOCKPILE LOCATIONS SHALL BE COORDINATED WITH THE OWNER.
- PROVIDE SILT FENCE AROUND STOCKPILES DURING CONSTRUCTION TO PREVENT SEDIMENT RUNOFF FROM THE SITE.
- THE CONTRACTOR MUST COMPLY WITH ALL NOISE AND DUST CONTROL ORDINANCES OF THE CITY OF NORTH BRANCH.
- ALL EROSION CONTROL FEATURES SHALL BE KEPT IN WORKING ORDER. THE CONTRACTOR SHALL REPAIR ALL DAMAGES CAUSED BY SOIL EROSION AND CONSTRUCTION EQUIPMENT AT OR BEFORE THE END OF EACH WORKING DAY OR AS DIRECTED BY THE INSPECTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONTAINMENT DIKES OR OTHER PROTECTIVE MEASURES AROUND ALL ON-SITE FUELING AND CHEMICAL STORAGE AREAS.
- IN THE EVENT OF A RELEASE OF OIL OR HAZARDOUS SUBSTANCE, THE CONTRACTOR SHALL COMPLY WITH THE LOCAL, STATE AND FEDERAL REQUIREMENTS OF ENVIRONMENTAL QUALITY FOR NOTIFICATION, CONTAINMENT, INVESTIGATION, REMEDIAL ACTION AND DISPOSAL.
- DIVERSION BERMS AND LEVEL TERRACES SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS AND AS NECESSARY TO PROPERLY CONTROL SEDIMENT, EROSION, AND PROTECT ADJACENT PROPERTIES. DIVERSION AND LEVEL TERRACES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY, AT ANY TIME THAT RAIN IS FORECAST, AND AS DIRECTED BY THE INSPECTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTAINING ERODED MATERIALS WITHIN THE SITE AND PREVENTING ERODED MATERIALS FROM ENTERING EXISTING AND NEW STORM SEWER SYSTEMS BY INSTALLING FABRIC SILT FENCES, STRAW BALE DIKES, OR OTHER APPURTENANCES AS NECESSARY IN ADDITION TO WHAT IS SHOWN ON THE DRAWINGS.

UTILITY NOTES

- COORDINATE INSPECTION AND TESTING FOR ALL UNDERGROUND UTILITIES WITH THE APPROPRIATE AUTHORITIES PRIOR TO COVERING TRENCHES. COMPLY WITH ALL LOCAL REQUIREMENTS AND CONDUCT ALL TESTS TO THE SATISFACTION OF THE LOCAL AUTHORITIES.
- ALL EXISTING UTILITIES AND SERVICE LINES SHALL BE KEPT IN SERVICE AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT, UNLESS OTHERWISE AUTHORIZED BY THE OWNER.
- REPORT ANY DISCREPANCIES TO THE ENGINEER. RECONNECT ALL SERVICES NOT MARKED FOR REMOVAL OR AS DIRECTED BY THE OWNER.
- REPAIR OF DAMAGED UTILITIES SHALL BE REPORTED THROUGH THE OWNER.
- CONTRACTOR SHALL IDENTIFY, FIELD VERIFY AND COORDINATE ALL EXISTING AND PROPOSED UTILITY CROSSINGS AND UTILITY TIE-IN POINTS IN THE FIELD. REPORT CONFLICTS REQUIRING REDESIGN TO THE OWNER.
- DIMENSIONS TO PROPOSED UTILITIES ARE FROM THE CENTER OF STRUCTURE OR PIPE.
- THE CONTRACTOR SHALL ADJUST TO FINISH GRADE ALL WATER BOXES, MANHOLES, AND OTHER APPURTENANCES THAT FALL WITHIN THE LIMITS OF THIS CONTRACT. THE CONTRACTOR SHALL KEEP ALL SAID WATER, AND EXISTING SEWERS AND THEIR APPURTENANCES FREE OF DEBRIS AND OPERABLE AT ALL TIMES DURING CONSTRUCTION.
- 10-FOOT HORIZONTAL SEPARATION REQUIRED BETWEEN SANITARY SEWER AND POTABLE WATER LINES.

GENERAL SPECIFICATION

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN, EXCEPT AS MODIFIED BY THE PROJECT SPECIFICATIONS. (AVAILABLE AT: <http://www.dot.state.mn.us/tecsup>)

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MN MUTCD, INCLUDING THE MOST CURRENT FIELD MANUAL. (AVAILABLE AT: <http://www.dot.state.mn.us/trafficeng>)

THE 2018 EDITION OF THE CITY OF NORTH BRANCH "GENERAL SPECIFICATIONS AND STANDARD DETAIL PLATES FOR STREET AND UTILITY CONSTRUCTION" SHALL GOVERN, EXCEPT AS MODIFIED BY THE PROJECT SPECIFICATIONS. (AVAILABLE AT: http://www.ci.north-branch.mn.us/departments/city_engineer/index.php)

SURVEY CONTROL NOTES

HORIZONTAL DATUM:
CHISAGO COUNTY COORDINATES (NAD83)

ADDITIONAL SURVEY CONTROL ON SITE IS AVAILABLE CONTACT LHB SURVEY AT 763-689-4042

ABBREVIATIONS

A.I.P.	ABANDON IN PLACE	P(CB/MH)	PROPOSED CATCH
A.G.	ABOVE GROUND		BASIN/MAHNOLE
B.G.	BELOW GROUND	PVC.	POLYVINYL CHLORIDE
CB	CATCH BASIN	PROP.	PROPOSED
CE	PIPE CROWN ELEVATION	PCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	R.O.W.	RIGHT OF WAY
EXIST.	EXISTING	SCH.	SCHEDULE
ELEV.	ELEVATION	SIM.	SIMILAR
E.W.	EACH WAY	S.O.G.	SLAB ON GRADE
FES	FLARED END SECTION	SS	STAINLESS STEEL
FM	FORCE MAIN	STD.	STANDARD
HDPE	HIGH DENSITY POLYETHYLENE	STD. PLATE	MNDOT STANDARD PLATE
HMA	HOT MIX ASPHALT	TEMP.	TEMPORARY
IE	INVERT ELEVATION	TRM	TURF REINFORCING MAT
MAX.	MAXIMUM	(TYP.)	TYPICAL
MIN.	MINIMUM	V.I.F.	VERIFY IN FIELD
MH	MANHOLE	MNDOT	MINNESOTA DEPARTMENT OF
MOD.	MODIFIED		TRANSPORTATION
N.I.C.	NOT IN CONTRACT	WWM	WELDED WIRE MESH
O.C.	ON CENTER		

EXISTING LEGEND

- SECTION LINE
- PROPERTY LINE
- ROADWAY CENTERLINE
- ROAD RIGHT-OF-WAY
- DRAINAGE EASEMENT
- DELINEATED WETLAND
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- BITUMINOUS

PROPOSED LEGEND

- CONSTRUCTION LIMITS
- PHASE BOUNDARY
- CONSTRUCTION ENTRANCE
- INLET PROTECTION
- SILT FENCE
- EROSION CONTROL BLANKET
- ROADWAY CENTERLINE
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- SPOT ELEVATION
- FLOW ARROW
- STORM SEWER
- FLARED END SECTION (FES)
- POND OUTLET STRUCTURE
- BITUMINOUS ROADWAY/BITUMINOUS TRAIL
- TOPSOIL & SEED
- POND CLAY LINER
- SIGN
- RIPRAP
- BITUMINOUS ROADWAY PATCH



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

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: 
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021

CHECK BY:
BJH
DRAWN BY:
DPG

PROJECT #:
190509

NOTES AND LEGEND
PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN
NORTH BRANCH, MN

SHEET
C001

..190509500 Drawings\Call 190509 C001 NOTES.dwg

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

1. GENERAL

THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA) REGULATES STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY DISTURBING LAND EQUAL TO OR GREATER THAN ONE ACRE THROUGH A GENERAL STORMWATER PERMIT (PERMIT NO. MN R100001) AUTHORIZING THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY TO WATERS OF THE STATE IN COMPLIANCE WITH THE CLEAN WATER ACT AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) PROGRAM. THE GENERAL PERMIT (PERMIT) REQUIRES THE DEVELOPMENT AND IMPLEMENTATION OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP IS A COMBINATION OF NARRATIVE, CALCULATIONS, PLANS SHEETS, AND STANDARD DETAIL SHEETS THAT ADDRESS THE FORESEEABLE CONDITIONS AT ANY STAGE IN THE CONSTRUCTION OR POST-CONSTRUCTION ACTIVITIES.

2. GENERAL AND ADMINISTRATIVE REQUIREMENTS

- A. RESPONSIBLE PARTIES: THE OWNER AND GENERAL CONTRACTOR (OPERATOR)(CONTRACTOR) ARE CO-PERMITTEES OF THE PERMIT AND ARE JOINTLY RESPONSIBLE FOR COMPLIANCE WITH TERMS AND CONDITIONS OF THE PERMIT. OBTAIN AND REVIEW THE PERMIT AND COMPLY WITH PERMIT SECTIONS 3, 4, 6-24 (PERMIT PART 3.5). VERIFY THAT PERMIT REQUIREMENTS ARE SATISFIED AND COMPLETE THE BLANKS ON THIS SWPPP SHEET(S).
- B. PERMIT APPLICATION (PERMIT ITEM 3.2): THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE OWNER, COMPLETING THE PERMIT APPLICATION ON-LINE, AND PAYING THE APPLICATION FEE. APPLY ON-LINE AT THE MPCA CONSTRUCTION STORM WATER WEBSITE: <https://www.pca.state.mn.us/water/construction-stormwater>.
- C. PERMIT COVERAGE (PERMIT ITEMS 3.3, 3.4): FOR PROJECTS THAT DISTURB LESS THAN 50 ACRES AND DO NOT DISCHARGE STORMWATER WITHIN 1 MILE (AERIAL RADIUS MEASUREMENT FROM PROJECT BOUNDARIES) OF A SPECIAL OR IMPAIRED WATER, PERMIT COVERAGE TYPICALLY BECOMES EFFECTIVE UPON ON-LINE APPLICATION AND COMPLETION OF THE PAYMENT PROCESS.

FOR OTHER PROJECTS, THE COMPLETE SWPPP MUST BE SUBMITTED TO THE MPCA AT LEAST 30 DAYS BEFORE THE START OF CONSTRUCTION. CONSTRUCTION MAY BEGIN AFTER ON-LINE APPLICATION, COMPLETION OF THE PAYMENT PROCESS, AND, AFTER RECEIVING A DETERMINATION LETTER FROM THE MPCA THAT REVIEW OF THE SWPPP IS COMPLETE. IF THE MPCA FAILS TO CONTACT PERMITTEES WITHIN 30 DAYS OF APPLICATION RECEIPT, COVERAGE IS EFFECTIVE 30 DAYS AFTER COMPLETING THE PAYMENT PROCESS.

- * DOES THE PROJECT DISTURB 50 ACRES OR MORE? NO
- * DOES THE PROJECT DISCHARGE WITHIN 1-MILE OF A SPECIAL (PERMIT ITEM 23.3-23.6) OR IMPAIRED WATER (PERMIT ITEM 23.7)? YES

IF "YES" FOR BOTH OF THE ABOVE, SUBMIT THE ONLINE APPLICATION, PAYMENT, AND THE COMPLETE SWPPP (SWPPP AND PLAN SHEETS IT REFERENCES, STORMWATER REPORT, AND SITE ASSESSMENTS FOR GROUNDWATER AND SOIL CONTAMINATION), AT LEAST 30 DAYS BEFORE THE START OF CONSTRUCTION.

DO NOT BEGIN LAND DISTURBING CONSTRUCTION ACTIVITIES UNTIL PERMIT COVERAGE IS EFFECTIVE. THE START OF ANY LAND DISTURBING ACTIVITIES SIGNIFIES THAT THE CONTRACTOR IS ASSUMING RESPONSIBILITY FOR PERMIT COVERAGE AND HAS COMPLIED WITH PERMIT REQUIREMENTS.

- D. NOTIFICATION OF COVERAGE (PERMIT ITEM 3.6): THE CONTRACTOR WILL RECEIVE A NOTIFICATION OF COVERAGE FROM THE MPCA (E.G., VIA EMAIL). KEEP OR POST A COPY OF THE NOTIFICATION OF COVERAGE WITH THE SWPPP AT THE PROJECT SITE. PROVIDE COPIES TO THE OWNER AND LHB.
- E. CHANGE OF COVERAGE FOR NEW OWNER OR NEW OPERATOR (PERMIT ITEMS 3.7, 3.8): FOR A NEW OWNER OR OPERATOR, THE CURRENT OWNER, AND NEW OWNER OR OPERATOR, MUST SUBMIT A "NOTICE OF TERMINATION/PERMIT MODIFICATION FORM" PRIOR TO THE NEW OWNER OR OPERATOR COMMENCING CONSTRUCTION ACTIVITY, NO LATER THAN 30 DAYS AFTER PROPERTY OWNERSHIP TRANSITION. THIS FORM IS AVAILABLE AT THE ABOVE MPCA WEBSITE.
- F. TERMINATION OF COVERAGE (PERMIT SECTION 4): THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE OWNER AND TERMINATING PERMIT COVERAGE BY COMPLETING AND SUBMITTING A "NOTICE OF TERMINATION/PERMIT MODIFICATION FORM" TO THE MPCA AFTER ALL OF THE CONDITIONS OF PERMIT ITEM 4.4 AND 4.5 ARE SATISFIED.
- G. RECORD RETENTION AND AVAILABILITY (PERMIT SECTION 20): THE CONTRACTOR SHALL KEEP A COPY OF THE SWPPP, INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS ON SITE DURING CONSTRUCTION PER PERMIT SECTION 20. THIS DOCUMENTATION MUST BE KEPT ON FILE FOR 3 YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION. COORDINATE TRANSFER OF THIS DOCUMENTATION TO THE OWNER AT PROJECT COMPLETION.
- H. CHANGES (AMENDMENTS) TO SWPPP (PERMIT SECTION 6): UPDATE AND DOCUMENT CHANGES TO THE SWPPP DURING CONSTRUCTION PER PERMIT SECTION 6. KEEP DOCUMENTATION WITH THE SWPPP (E.G., "THE REASON INLET PROTECTION WAS REMOVED FROM INLET 23 WAS DUE TO STREET FLOODING/FREEZING CONCERNS, AS ALLOWED BY PERMIT ITEM 9.8.").

3. CONSTRUCTION ACTIVITY REQUIREMENTS

- A. GENERAL: COMPLY WITH THE PERMIT AND SWPPP AND THE REQUIREMENTS OF THE PERMIT. THE BEST MANAGEMENT PRACTICES (BMPS) IDENTIFIED IN THE SWPPP AND PERMIT MUST BE SELECTED, INSTALLED, AND MAINTAINED IN AN APPROPRIATE AND FUNCTIONAL MANNER IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, MANUFACTURER RECOMMENDATIONS, AND ACCEPTED ENGINEERING PRACTICES.
- B. EROSION PREVENTION PRACTICES (PERMIT SECTION 8): BEFORE WORK BEGINS, DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED (E.G., BUFFERS).

WHEN STEEP SLOPES MUST BE DISTURBED, USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING, TERRACING).

WHEN CONSTRUCTION ACTIVITY WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS, STABILIZE EXPOSED SOIL AREAS (INCLUDING STOCKPILES) IMMEDIATELY, AND COMPLETE THE STABILIZATION NO LATER THAN 7 DAYS AFTER CONSTRUCTION ACTIVITY HAS CEASED. AMEND SWPPP BY INDICATING THE LOCATION OF AREAS WHERE CONSTRUCTION WILL BE PHASED TO MINIMIZE DURATION OF EXPOSED SOIL AREAS (E.G., STEEP SLOPE AREAS).

PLAN FOR AND IMPLEMENT CONSTRUCTION PRACTICES TO SATISFY THE ABOVE AND ALL CONDITIONS OF PERMIT SECTION 8.

- C. SEDIMENT CONTROL PRACTICES & TEMPORARY SEDIMENT BASINS (PERMIT SECTIONS 9 AND 14): BEFORE ANY LAND DISTURBING ACTIVITY BEGINS, ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRAIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATERS, INCLUDING BUT NOT LIMITED TO, CURB AND GUTTER SYSTEMS, STORM SEWER INLETS, DITCHES. BMPS MUST BE LOCATED UPGRAIENT OF ANY BUFFER ZONES AND MUST REMAIN IN PLACE UNTIL PERMANENT COVER IS ESTABLISHED FOR THE AREA DRAINING TO IT.

AS APPROVED BY LHB, PROVIDE TEMPORARY SEDIMENTATION BASINS WHERE 5 OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION. IF TEMPORARY SEDIMENTATION BASINS ARE INFEASIBLE, DOCUMENT THIS DETERMINATION AND THE SUBSTITUTE BMPS IN THE SWPPP PER PERMIT PART 14.10.

FOR CONSTRUCTION AREAS THAT DRAIN TOWARDS ADJACENT SURFACE WATERS, PRESERVE A 50 FOOT NATURAL BUFFER, OR PROVIDE REDUNDANT PERIMETER SEDIMENT CONTROLS. IF PRESERVING A BUFFER IS INFEASIBLE, DOCUMENT THIS DETERMINATION AND THE SUBSTITUTE BMPS IN THE SWPPP PER PERMIT ITEM 9.17.

- PLAN FOR AND IMPLEMENT CONSTRUCTION PRACTICES TO SATISFY THE ABOVE AND ALL CONDITIONS OF PERMIT SECTION 9 AND 14.
- D. DEWATERING AND BASIN DRAINING (PERMIT SECTION 10): COMPLY WITH SECTION 10 OF THE PERMIT.
- E. INSPECTIONS AND MAINTENANCE (PERMIT SECTION 11): COMPLY WITH SECTION 11 OF THE PERMIT.
- F. POLLUTION PREVENTION MANAGEMENT MEASURES (PERMIT SECTION 12): COMPLY WITH SECTION 12 OF THE PERMIT. AMEND SWPPP BY INDICATING THE LOCATION OF POTENTIAL POLLUTANT GENERATING ACTIVITIES ON SITE MAPS FOR THE DURATION OF CONSTRUCTION PER PERMIT SECTION 5.9.

4. SWPPP RESPONSIBILITIES/TRAINED INDIVIDUALS

- A. THE FOLLOWING PERSON PREPARED THE SWPPP AND IS TRAINED IN SWPPP DESIGN (PERMIT ITEM2 5.20, 21.2.a):
NAME: BENJAMIN HUNINGHAKE, CIVIL DESIGNER I / LHB, INC.
TRAINING DATE/INSTRUCTOR/ENTITY: CERTIFICATION 6/1/18 (EXPIRES 5/31/21)/U OF MN
TRAINING CONTENT/HOURS: DESIGN OF CONSTRUCTION SWPPP / 8 HOUR

- B. THE CONTRACTOR WILL OVERSEE SWPPP IMPLEMENTATION, REVISE AND AMEND THE SWPPP, AND PERFORM INSPECTIONS. THE FOLLOWING CONTRACTOR REPRESENTATIVE IS TRAINED TO PERFORM THESE DUTIES AND WILL ASSUME THESE RESPONSIBILITIES (PERMIT ITEMS 5.20, 21.2.b):
NAME: _____
TRAINING DATE/INSTRUCTOR/ENTITY: _____
TRAINING CONTENT/HOURS: _____

- C. THE CONTRACTOR WILL SUPERVISE THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS BEFORE AND DURING CONSTRUCTION. THE FOLLOWING CONTRACTOR REPRESENTATIVE IS TRAINED TO PERFORM THESE DUTIES AND WILL ASSUME THESE RESPONSIBILITIES (PERMIT ITEMS 5.20, 21.2.c):
NAME: _____
TRAINING DATE/INSTRUCTOR/ENTITY: _____
TRAINING CONTENT/HOURS: _____

- D. PERSON KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS WHO WILL COORDINATE WITH CONTRACTORS, SUBCONTRACTORS, AND OPERATORS ON-SITE TO OVERSEE IMPLEMENTATION OF THE SWPPP (PERMIT ITEM 5.21)(TYPICALLY GENERAL CONTRACTOR):
NAME/TITLE: _____

- E. THE PERSON(S), ORGANIZATION, OR ENTITIES RESPONSIBLE FOR THE LONG-TERM OPERATION AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT SYSTEMS (PERMIT ITEM 5.23):
NAME/TITLE: _____
MAINTENANCE PLAN: REFERENCE STORMWATER REPORT BY LHB.

- F. CHAIN OF RESPONSIBILITY: THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL SWPPP IMPLEMENTATION ON THE CONSTRUCTION SITE AND IS ACCOUNTABLE FOR SUBCONTRACTORS AND OTHER CONTRACTORS WORKING ON SITE AND THEIR COMPLIANCE WITH THE GENERAL STORMWATER PERMIT AND SWPPP REQUIREMENTS.

5. REGULATORY AGENCIES AND PERMITS

- A. COMPLY WITH REQUIREMENTS OF ALL REGULATORY AGENCIES AND PERMITS HAVING JURISDICTION DURING CONSTRUCTION ACTIVITIES. THE FOLLOWING ADDITIONAL REGULATORS AND PERMITS ARE KNOWN TO HAVE SITE JURISDICTION:
- 1) CITY OF NORTH BRANCH (GRADING PERMIT)
- 2) CHISAGO COUNTY (PERMIT AUTHORITY DELEGATED TO CITY)

6. DESCRIPTION OF THE CONSTRUCTION ACTIVITY / SWPPP COMPONENTS

- A. NARRATIVE/TIMING (PERMIT ITEM 5.4):
- 1) PROJECT SUMMARY: THE PROJECT INVOLVES THE DEVELOPMENT OF A RESIDENTIAL SUBDIVISION WITH 41 LOTS LOCATED IN NORTH BRANCH, MN LOCATED ON 60 ACRES. SPECIFIC WORK INCLUDES:
- a. STREET AND DITCH CONSTRUCTION.
- b. STORMWATER DETENTION BASINS AND RELATED FACILITY CONSTRUCTION
- 2) TIMING FOR INSTALLATION OF EROSION & SEDIMENTATION BMPS AND PERMANENT STORMWATER MANAGEMENT SYSTEMS, IN GENERAL SEQUENTIAL ORDER FROM FIRST TO LAST (PERMIT ITEM 5.4):

- a. INLET PROTECTION FOR EXISTING INLETS / SILT FENCE / DELINEATION AREAS NOT TO BE DISTURBED / ROCK CONSTRUCTION ENTRANCE / TEMPORARY SEDIMENTATION BASIN: PROVIDE PRIOR TO CONSTRUCTION; MAINTAIN DURING CONSTRUCTION.
- b. SILT FENCE AROUND STOCKPILES: PROVIDE DURING CONSTRUCTION.
- c. PORTABLE SEDIMENT CONTAINMENT SYSTEMS FOR TREATING WATER FROM DEWATERING OPERATIONS : PROVIDE DURING CONSTRUCTION.
- d. INLET PROTECTION FOR NEW INLETS: PROVIDE AS CONSTRUCTED.
- e. HARD SURFACING (E.G., BUILDING ROOFS, PAVEMENTS)
- f. VEGETATIVE COVER / EROSION CONTROL BLANKETS: AFTER FINAL TOPSOIL PLACEMENT AND FINISH GRADING.
- f. STORMWATER BASINS
- g. REMOVAL OF TEMPORARY BMPS: AFTER FINAL STABILIZATION IS ESTABLISHED.

3) IMPERVIOUS SURFACE AREAS / WATER QUALITY VOLUME:

- a. PRE-CONSTRUCTION IMPERVIOUS (PERMIT ITEM 5.8): 0.51 ACRES
- b. POST-CONSTRUCTION IMPERVIOUS (PERMIT ITEM 5.8): 14.34 ACRES
- c. NET NEW IMPERVIOUS: 14.34 ACRES
- d. WATER QUALITY VOLUME: 49,731 CUBIC FEET
- e. ACTUAL WATER QUALITY VOLUME RETAINED ON-SITE / METHOD OF RETENTION: NA
- f. THE REASON THE FULL WATER QUALITY VOLUME CANNOT BE INFILTRATED (PER PERMIT ITEM 5.15): THE LOW END OF THE SITE IS COMPOSED PRIMARILY OF HSG D SOILD WHICH ARE PROHIBITED FOR INFILTRATION.
- g. REMAINDER OF WATER QUALITY VOLUME AND ALTERNATIVE TREATMENT METHOD: 49,731 CUBIC FEET/ WET SEDIMENTATION BASIN

4) CHEMICALS AND CHEMICAL TREATMENT SYSTEMS USED FOR ENHANCING THE ON-SITE SEDIMENTATION PROCESS AND HOW COMPLIANCE WILL BE ACHIEVED (PERMIT ITEM 5.22): NA

5) PER PERMIT ITEM 5.13, DOCUMENTATION OF INFEASIBILITY FOR:

- a. TEMPORARY SEDIMENT BASIN (PERMIT PART 14.10): USE PERMANENT POND; THE SITE IS OVER 5 ACRES DRAINING TO IMPAIRED WATER.
ALTERNATIVE (PERMIT ITEM 5.14): NA
- b. OBTAINING RIGHT-OF-WAY FOR PERMANENT STORMWATER MANAGEMENT SYSTEMS OF LINEAR PROJECTS: NA
- c. BUFFER ZONES (PERMIT ITEMS 9.17 AND 23.11): NA

6) STORMWATER MITIGATION MEASURES IDENTIFIED IN ENVIRONMENTAL REVIEW OR OTHER REQUIRED REVIEW (PERMIT ITEM 5.16): REFERENCE STORMWATER REPORT BY LHB.

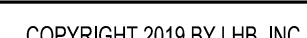
- B. STORMWATER REPORT (PERMIT ITEM 5.6): A STORMWATER REPORT WAS PREPARED FOR THIS PROJECT BY LHB, INC. (LHB) DATED _____ AND CONTAINS CALCULATIONS AND OTHER INFORMATION REQUIRED BY THE PERMIT. CONTACT LHB FOR A COPY OF THIS REPORT, IF NEEDED.

C. SITE ASSESSMENTS FOR GROUNDWATER OR SOIL CONTAMINATION (PERMIT ITEM 5.25): NA.

D. PLAN SHEETS:

- 1) SWPPP (PERMIT ITEM 5.2): THIS SHEET(S), INCLUDING DOCUMENTATION DESCRIBED AND REFERENCED HEREIN.
- 2) TEMPORARY BMPS / ESTIMATED QUANTITIES (E.G., LINEAR FEET OF SILT FENCE, SQUARE FEET OF EROSION CONTROL BLANKET) / LOCATIONS OF AREAS NOT TO BE DISTURBED / SOIL TYPES (PERMIT ITEMS 5.3, 5.5, 5.7, 5.9): SEE SHEET C103-104.
- 3) PERMANENT BMPS (PERMIT ITEM 5.3, 5.5): SEE SHEET C201-202.
- 4) EXISTING GRADES, DRAINAGE BOUNDARIES AND FLOW DIRECTIONS, DISCHARGE POINTS WHERE STORMWATER LEAVES THE SITE OR ENTERS SURFACE WATERS, AREAS OF STEEP SLOPES (PERMIT ITEM 5.9): SEE SHEET C201-202.
- 5) FINAL GRADES, DRAINAGE BOUNDARIES AND FLOW DIRECTIONS, DISCHARGE POINTS WHERE STORMWATER LEAVES THE SITE OR ENTERS SURFACE WATERS, AREAS OF STEEP SLOPES (PERMIT ITEM 5.9): SEE SHEET C201-202 AND/OR STORMWATER REPORT.
- 6) IMPERVIOUS SURFACING / METHODS OF FINAL STABILIZATION (PERMANENT COVER)(PERMIT ITEM 5.17): SEE SHEET C401-402
- 7) MAP OF SURFACE WATERS, EXISTING WETLANDS AND STORMWATER PONDS/BASINS IDENTIFIABLE ON USGS 7.5 MIN. QUAD. MAPS, NWI MAP OR EQUIVALENT WITHIN 1 MILE OF SITE (AERIAL RADIUS MEASUREMENT FROM PROJECT BOUNDARIES) THAT RECEIVE RUNOFF FROM SITE DURING OR AFTER CONSTRUCTION (IDENTIFY SPECIAL AND IMPAIRED WATERS AND ANY APPROVED TMDLS)(PERMIT ITEMS 5.10, 5.19): SEE STORMWATER REPORT (SUNRISE RIVER, NORTH FORK)
- 8) FOR THE ABOVE SPECIAL OR IMPAIRED WATERS, DOCUMENTATION OF BMPS USED TO ADDRESS TMDL OR WLA REQUIREMENTS TO COMPLY WITH PERMIT SECTION 23: SEE STORMWATER REPORT
- 9) SITE MAP OF CONSTRUCTION ACTIVITY AREAS THAT ARE ADJACENT TO AND DRAIN TO MINNESOTA DEPARTMENT OF NATURAL RESOURCES (MDNR) PUBLIC WATERS PROMULGATED AS "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIMES (PERMIT ITEM 5.11): NA
- 10) METHODS TO PRESERVE TOPSOIL AND TOPSOIL PRESERVATION AREAS (PERMIT ITEM 5.24): NA
- 11)METHODS TO MINIMIZE SOIL COMPACTION AND INFILTRATION AREAS TO BE PROTECTED FROM EXCESSIVE SOIL COMPACTION AND SEDIMENTATION (PERMIT ITEM 5.24): SEE SHEET C201-202
- 12) AREAS WHERE CONSTRUCTION WILL BE PHASED TO MINIMIZE THE DURATION OF EXPOSED SOILS (PERMIT ITEM 5.18): TBD BY CONTRACTOR
- 13) DELINEATION OF BUFFER ZONES (PERMIT ITEM 5.12): NA



5	10/01/2021	FINAL PLAT RESUBMITTAL	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	 PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	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: 	CHECK BY: BJH	PROJECT #: 190509	STORMWATER POLLUTION PROTECTION PLAN (SWPPP) NARRATIVE	SHEET C002	
4	08/20/2021	FINAL PLAT RESUBMITTAL					DRAWN BY: DPG				PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN
3	08/06/2021	FINAL PLAT RESUBMITTAL									
1	07/28/2020	FINAL PLAT SUBMITTAL									
NO	DATE	ISSUED FOR									

STANDARD DETAIL SHEETS: SEE SHEET C501-50
E. MAINTENANCE PLAN: CONTAINED IN STORMWATER REPORT.

7. STANDARDS SPECIFICATIONS FOR CONSTRUCTION:
UNLESS NOTED OTHERWISE IN CONTRACT DOCUMENTS, MATERIAL AND CONSTRUCTION REQUIREMENTS FOR TEMPORARY SEDIMENT CONTROL AND EROSION PREVENTION SHALL BE IN ACCORDANCE WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION AND CNB STANDARD SPEC.
8. CALCULATIONS AND OTHER INFORMATION USED FOR DESIGN OF TEMPORARY SEDIMENTATION BASINS AND PERMANENT STORMWATER TREATMENT SYSTEMS (PERMIT ITEM 5.6): SEE STORMWATER REPORT.
9. PROCEDURES TO ESTABLISH ADDITIONAL TEMPORARY BMPS, AS NECESSARY, DURING CONSTRUCTION (PERMIT ITEM 5.5):
- A. IF REGULAR INSPECTIONS OR OTHER OBSERVATIONS INDICATE THE NEED FOR ADDITIONAL TEMPORARY BMPS TO PREVENT EROSION, THEN PROVIDE ADDITIONAL BMPS BEFORE THE NEXT RAIN EVENT.
 - B. MAINTAIN CLEAR AND UPDATED PLANS (MAPS) OF THE CURRENT TEMPORARY BMPS.



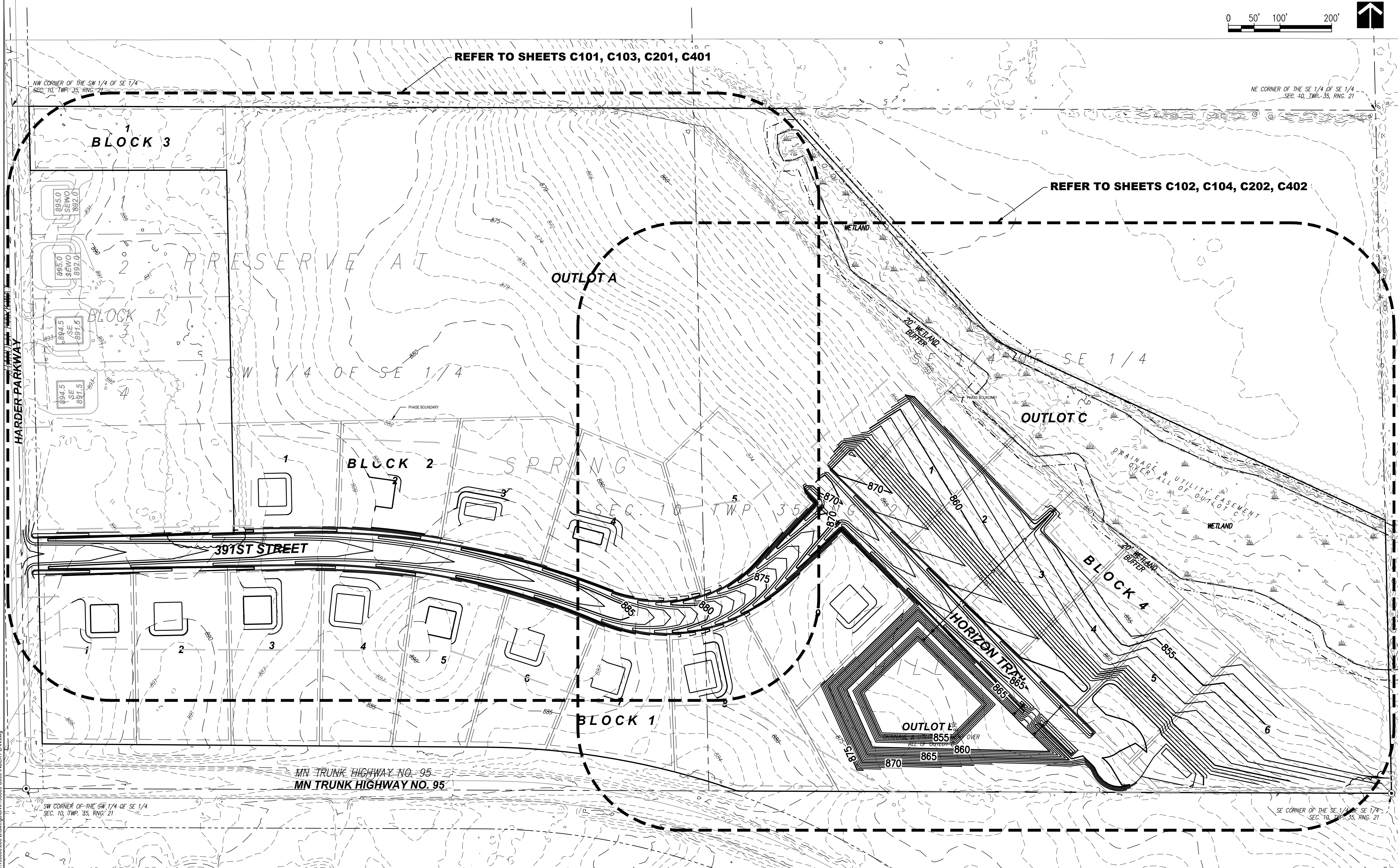
..190509500 Drawings\Civil\190509 C003 SWPPP.dwg

10/01/2021			FINAL PLAT RESUBMITTAL	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	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: 	CHECK BY:	PROJECT #: 190509	STORMWATER POLLUTION PROTECTION PLAN (SWPPP) NARRATIVE	SHEET	
4			08/20/2021					FINAL PLAT RESUBMITTAL				BJH
3			08/06/2021					FINAL PLAT RESUBMITTAL				DRAWN BY:
1			07/28/2020					FINAL PLAT SUBMITTAL				DPG
NO	DATE	ISSUED FOR						TYPED OR PRINTED NAME: ADAM BESSE				REG. NO.: 52597

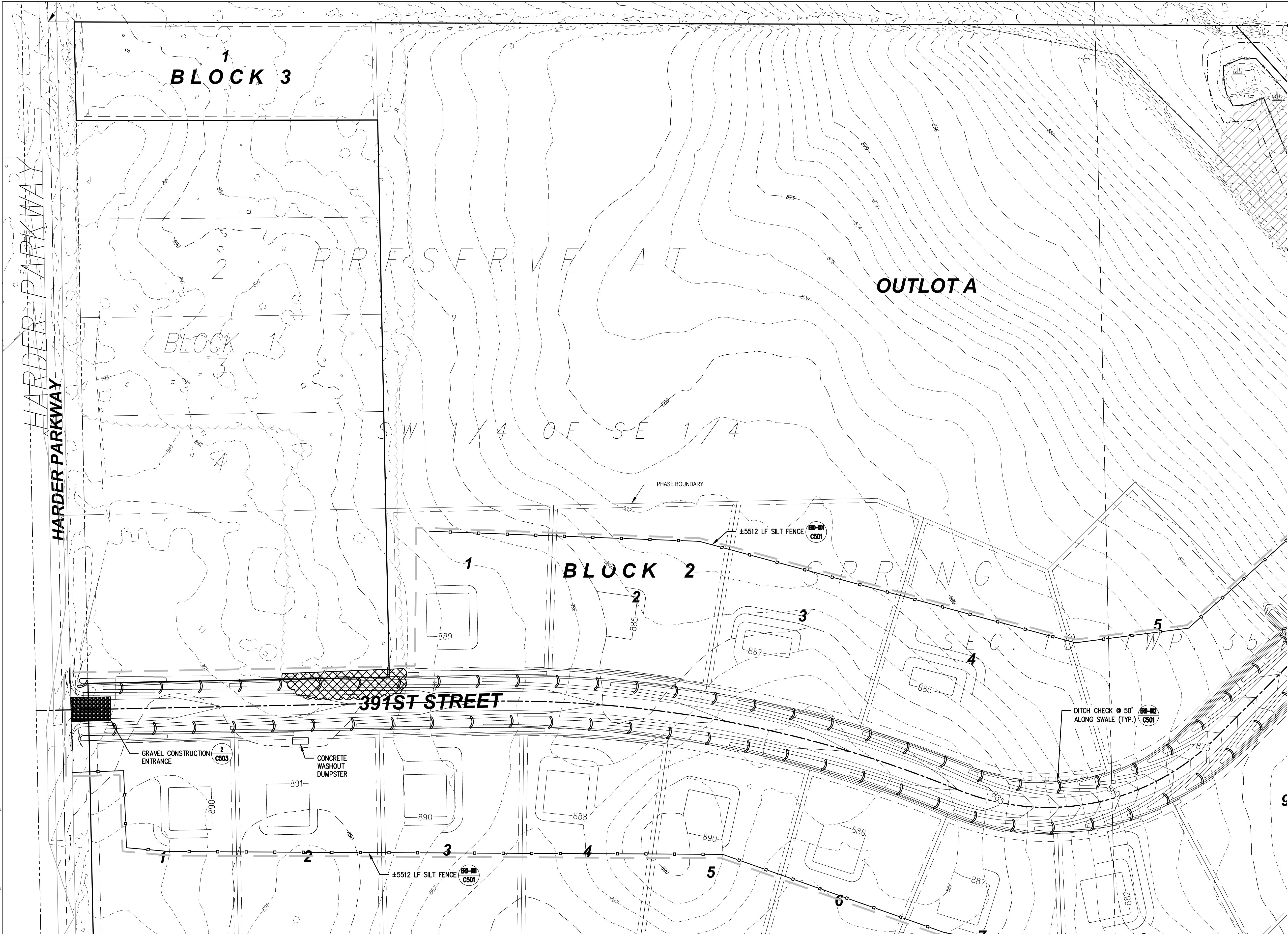
SHEET NOTES

- ALL GRADES SHOWN IN THE DRAWINGS ARE FINISH GRADE. THE CONTRACTOR SHALL MAKE THE APPROPRIATE DEDUCTIONS FOR VARYING SUBGRADE ELEVATIONS.
- PREPARE SUBGRADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT UNLESS NOTED IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATION FOR ADDITIONAL REQUIREMENTS.

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



5	10/01/2021	FINAL PLAT RESUBMITTAL	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	 PERFORMANCE DRIVEN DESIGN. LHBcorp.com	701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	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: 	CHECK BY:	PROJECT #:	INDEX PLAN	SHEET		
4	08/20/2021	FINAL PLAT RESUBMITTAL					BJH				190509	PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN
3	08/06/2021	FINAL PLAT RESUBMITTAL					DRAWN BY:					
1	07/28/2020	FINAL PLAT SUBMITTAL					DPG					
NO	DATE	ISSUED FOR								TYPED OR PRINTED NAME: ADAM BESSE	REG. NO.: 52597	DATE: 10/01/2021



SHEET NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PROJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND AS NECESSARY TO PREVENT THE RUNOFF, TRACKING, OR LOSS OF SOIL MATERIALS FROM DISTURBED AREAS ON THE PROJECT SITE.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE ANY LAND IS OTHERWISE DISTURBED ON THE SITE.
3. REMOVE ALL TOPSOIL AND ORGANICS, BRUSH, SHRUBS AND TREES WITHIN THE CONSTRUCTION LIMITS PRIOR TO SUBGRADE PREPARATIONS UNLESS OTHERWISE NOTED IN THE DRAWINGS. TOPSOIL THICKNESS VARIES, REFER TO THE GEOTECHNICAL REPORT FOR ACTUAL TOPSOIL THICKNESS.
4. PROVIDE ROCK CONSTRUCTION ENTRANCE IN ACCORDANCE WITH DETAIL 2 ON SHEET C503.
5. PROVIDE INLET PROTECTION IN ACCORDANCE WITH DETAIL ERO-003 ON SHEET C501.
6. PROVIDE SILT FENCE IN ACCORDANCE WITH DETAIL ERO-001 ON SHEET C501.

SHEET KEY NOTES

1. INSTALL INLET PROTECTION WITHIN 24 HOURS OF FLARED END SECTIONS BEING INSTALLED.

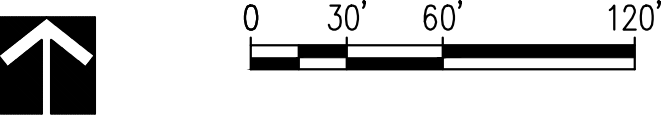
PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

TREE PRESERVATION QUANTITIES			
TREE COVER	SF	% REMOVED	% REMAINING
EXISTING	328712	NA	95.05
TO BE REMOVED	16258	4.95	NA

TREE REMOVAL LEGEND
TREES TO REMAIN
TREES TO BE REMOVED

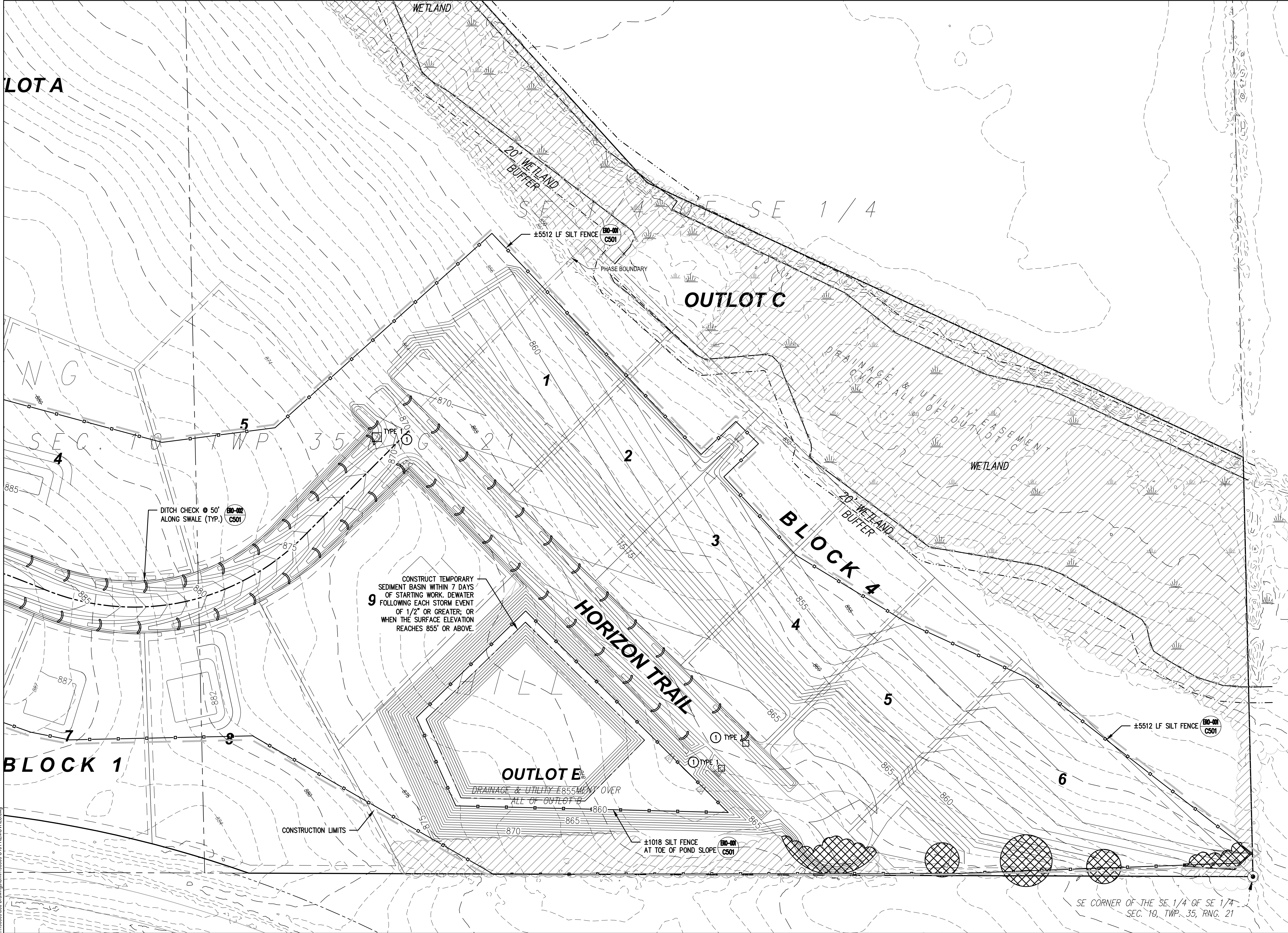
WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



5	10/01/2021	FINAL PLAT RESUBMITTAL	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	 PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	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: 	CHECK BY:	PROJECT #:	REMOVALS AND EROSION CONTROL PLAN	SHEET		
4	08/20/2021	FINAL PLAT RESUBMITTAL					BJH	190509			PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN	
3	08/06/2021	FINAL PLAT RESUBMITTAL					DRAWN BY:					NORTH BRANCH, MN
1	07/28/2020	FINAL PLAT SUBMITTAL					DPG					
NO	DATE	ISSUED FOR										
			TYPED OR PRINTED NAME: ADAM BESSE		REG. NO.: 52597	DATE: 10/01/2021						

..190509.000 Drawings/Civil/190509 C101 REMOVALS.dwg



SHEET NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PROJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND AS NECESSARY TO PREVENT THE RUNOFF, TRACKING, OR LOSS OF SOIL MATERIALS FROM DISTURBED AREAS ON THE PROJECT SITE.
- SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE ANY LAND IS OTHERWISE DISTURBED ON THE SITE.
- REMOVE ALL TOPSOIL AND ORGANICS, BRUSH, SHRUBS AND TREES WITHIN THE CONSTRUCTION LIMITS PRIOR TO SUBGRADE PREPARATIONS UNLESS OTHERWISE NOTED IN THE DRAWINGS. TOPSOIL THICKNESS VARIES, REFER TO THE GEOTECHNICAL REPORT FOR ACTUAL TOPSOIL THICKNESS.
- PROVIDE ROCK CONSTRUCTION ENTRANCE IN ACCORDANCE WITH DETAIL 2 ON SHEET C503.
- PROVIDE INLET PROTECTION IN ACCORDANCE WITH DETAIL ERO-003 ON SHEET C501.
- PROVIDE SILT FENCE IN ACCORDANCE WITH DETAIL ERO-001 ON SHEET C501.

SHEET KEY NOTES

- 1 INSTALL INLET PROTECTION WITHIN 24 HOURS OF FLARED END SECTIONS BEING INSTALLED.

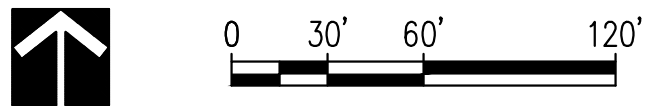
PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

TREE PRESERVATION QUANTITIES			
TREE COVER	SF	% REMOVED	% REMAINING
EXISTING	328712	NA	95.05
TO BE REMOVED	16258	4.95	NA

TREE REMOVAL LEGEND
[Hatched Box] TREES TO REMAIN
[Cross-hatched Box] TREES TO BE REMOVED

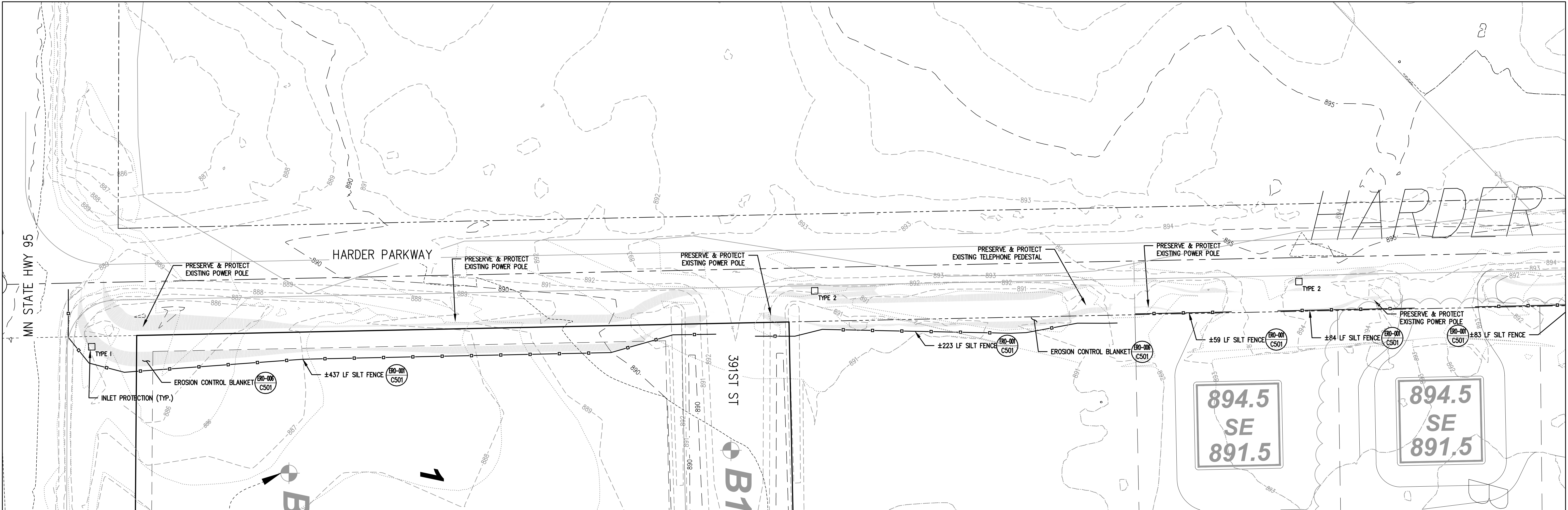
WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED. 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: TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021	CHECK BY: BJH DRAWN BY: DPG	PROJECT #: 190509	REMOVALS AND EROSION CONTROL PLAN PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN	SHEET C102
--	--	---	--	-----------------------------	---	----------------------



SHEET NOTES

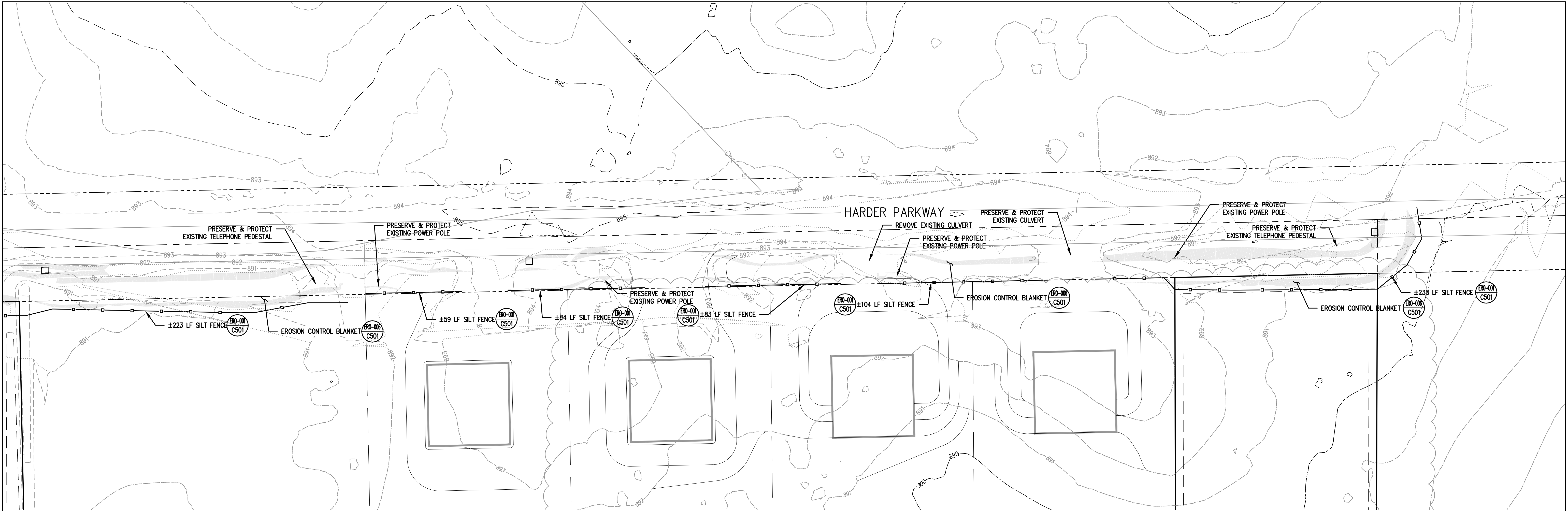
1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PROJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND AS NECESSARY TO PREVENT THE RUNOFF, TRACKING, OR LOSS OF SOIL MATERIALS FROM DISTURBED AREAS ON THE PROJECT SITE.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE ANY LAND IS OTHERWISE DISTURBED ON THE SITE.
3. REMOVE ALL TOPSOIL AND ORGANICS, BRUSH, SHRUBS AND TREES WITHIN THE CONSTRUCTION LIMITS PRIOR TO SUBGRADE PREPARATIONS UNLESS OTHERWISE NOTED IN THE DRAWINGS.

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

4 10/01/2021 FINAL PLAT RESUBMITTAL			CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	 PERFORMANCE DRIVEN DESIGN. LHBcorp.com	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	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: 	CHECK BY:	PROJECT #:	TRAIL REMOVALS & EROSION CONTROL PLAN	SHEET		
3 08/06/2021 FINAL PLAT RESUBMITTAL							AFB	190509				
2 06/11/2021 FINAL PLAT							DRAWN BY:				PRESERVE AT SPRING HILL 2ND ADDITION TRAIL PLAN	NORTH BRANCH, MN
1 06/01/2021 CITY REVIEW							BJH					
NO DATE ISSUED FOR												
										C111		



SHEET NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PROJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND AS NECESSARY TO PREVENT THE RUNOFF, TRACKING, OR LOSS OF SOIL MATERIALS FROM DISTURBED AREAS ON THE PROJECT SITE.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE ANY LAND IS OTHERWISE DISTURBED ON THE SITE.
3. REMOVE ALL TOPSOIL AND ORGANICS, BRUSH, SHRUBS AND TREES WITHIN THE CONSTRUCTION LIMITS PRIOR TO SUBGRADE PREPARATIONS UNLESS OTHERWISE NOTED IN THE DRAWINGS.

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

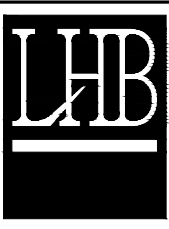
WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

4	10/01/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
2	06/11/2021	FINAL PLAT
1	06/01/2021	CITY REVIEW
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 06/01/2021

CHECK BY:
AFB

DRAWN BY:
BJH

PROJECT #:
190509

TRAIL REMOVALS & EROSION CONTROL PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
TRAIL PLAN

NORTH BRANCH, MN

SHEET
C112

SHEET NOTES

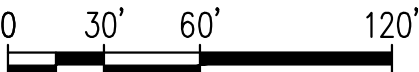
1. ALL GRADES SHOWN IN THE DRAWINGS ARE TO FINISH GRADE. THE CONTRACTOR SHALL MAKE THE APPROPRIATE DEDUCTIONS FOR VARYING SUBGRADE ELEVATIONS.
2. PREPARE SUBGRADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATION FOR ADDITIONAL REQUIREMENTS
3. THIS GRADING PLAN REPRESENTS THE CONDITION AFTER CONSTRUCTION OF THE ROADWAY AND DITCHES IS FINISHED. THE CONTRACTOR SHALL GRADE ALL AREAS WITHIN THE ROW AND THE STORMWATER POND TO THE FINISH GRADE SHOWN IN THESE DRAWINGS. REFER TO SHEET C004 FOR FINAL GRADING CONDITION AFTER CONSTRUCTION OF BUILDINGS.

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING

LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

201 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE
REG. NO.: 52597
DATE: 10/01/2021

CHECK BY:
BJH

DRAWN BY:
DPG

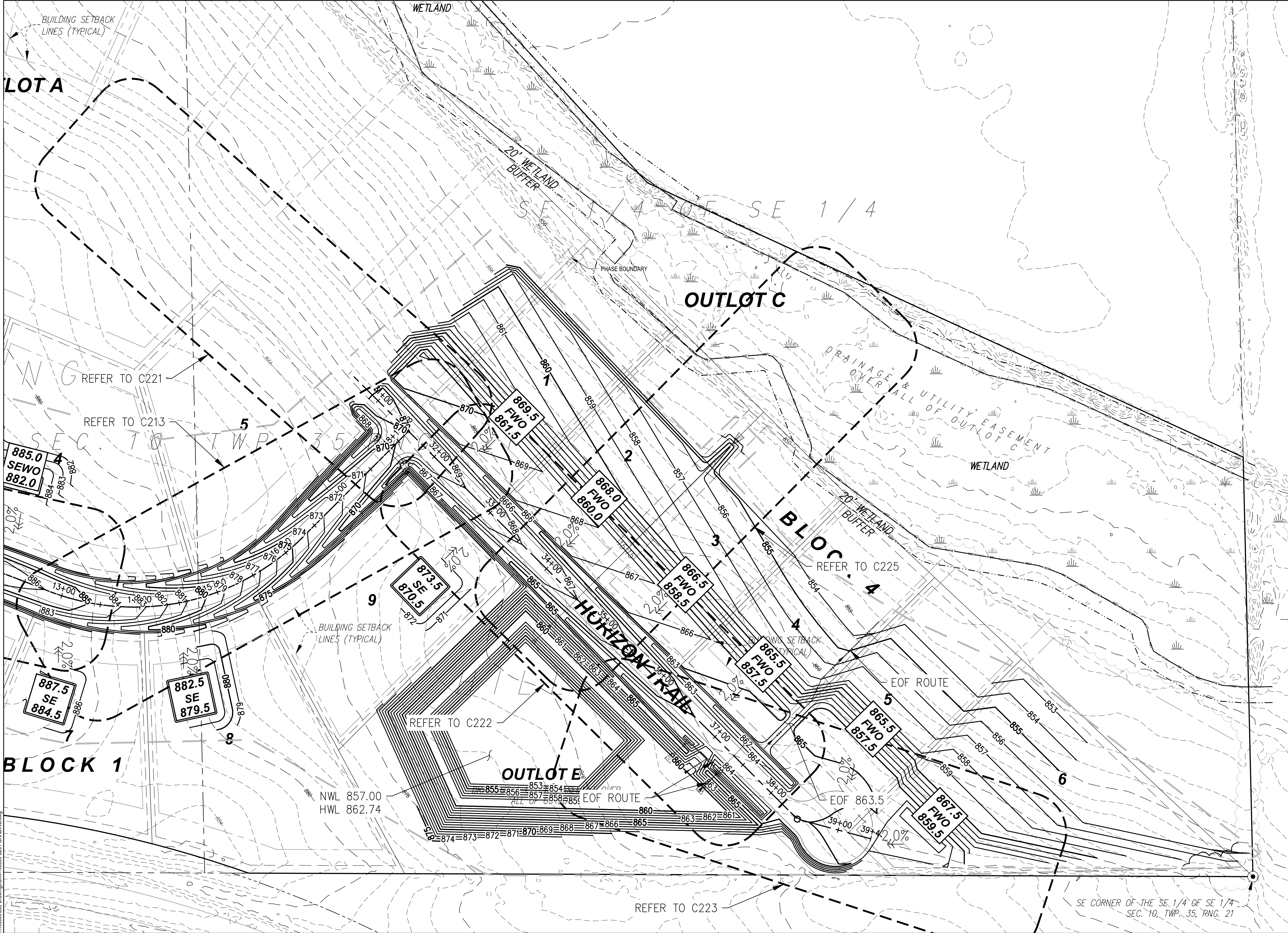
PROJECT #:
190509

GRADING AND UTILITY PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN

NORTH BRANCH, MN

SHEET
C201



SHEET NOTES

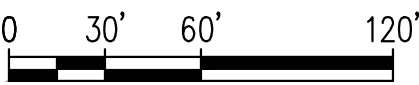
1. ALL GRADES SHOWN IN THE DRAWINGS ARE TO FINISH GRADE. THE CONTRACTOR SHALL MAKE THE APPROPRIATE DEDUCTIONS FOR VARYING SUBGRADE ELEVATIONS.
2. PREPARE SUBGRADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATION FOR ADDITIONAL REQUIREMENTS
3. THIS GRADING PLAN REPRESENTS THE CONDITION AFTER CONSTRUCTION OF THE ROADWAY AND DITCHES IS FINISHED. THE CONTRACTOR SHALL GRADE ALL AREAS WITHIN THE ROW AND THE STORMWATER POND TO THE FINISH GRADE SHOWN IN THESE DRAWINGS. REFER TO SHEET C004 FOR FINAL GRADING CONDITION AFTER CONSTRUCTION OF BUILDINGS.

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING

LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE
REG. NO.: 52597
DATE: 10/01/2021

CHECK BY:
BJH

DRAWN BY:
DPG

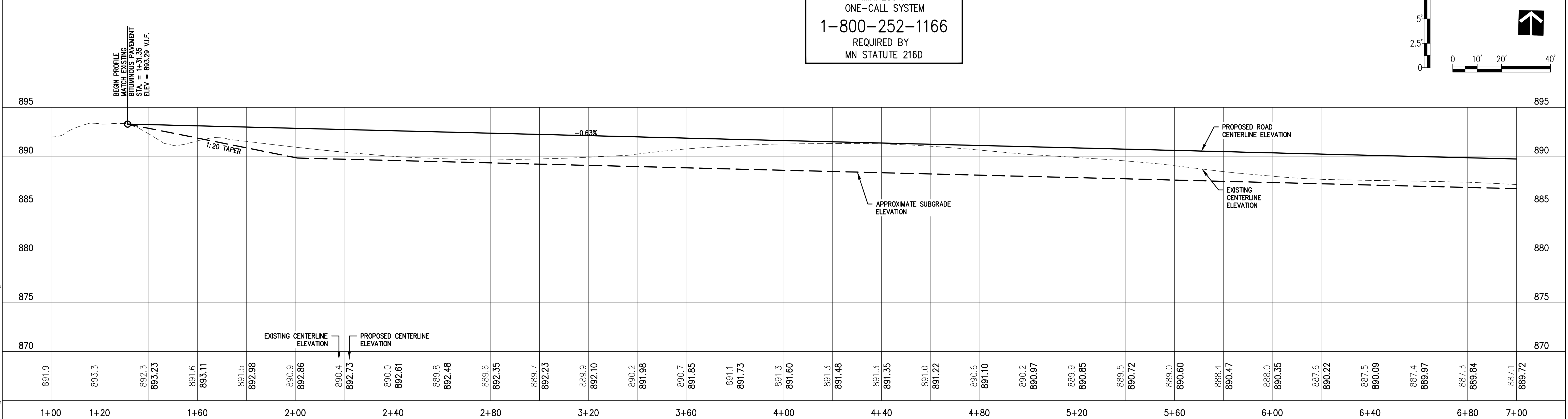
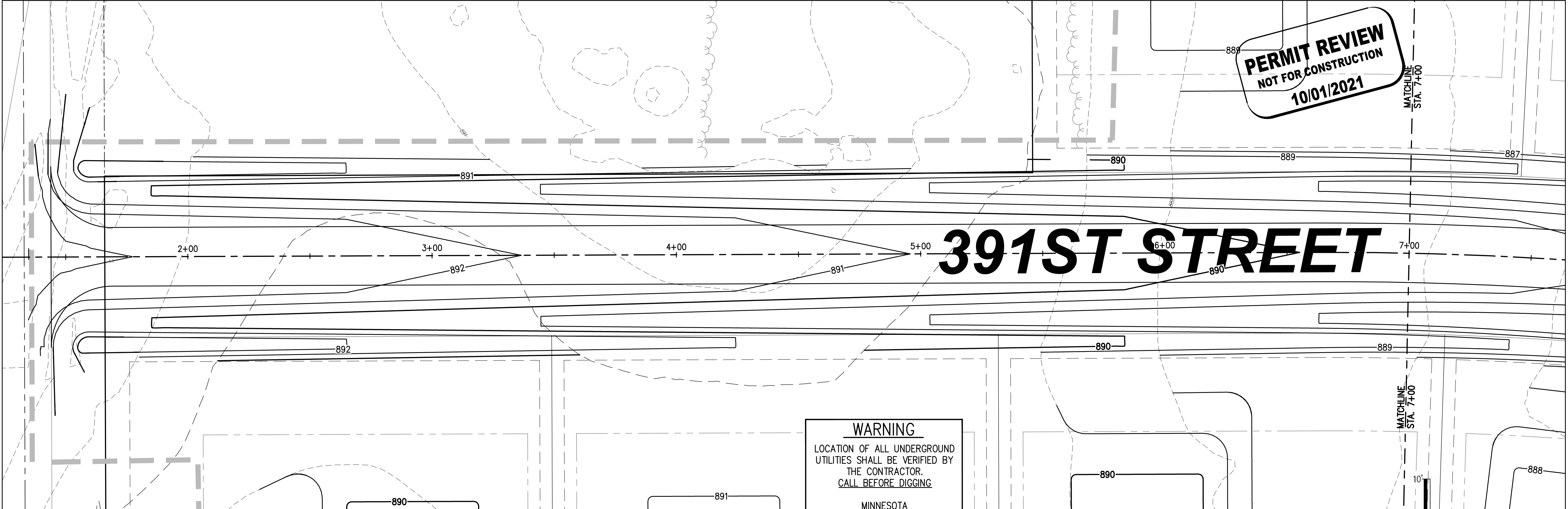
PROJECT #:
190509

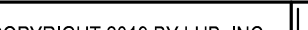
GRADING AND UTILITY PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN

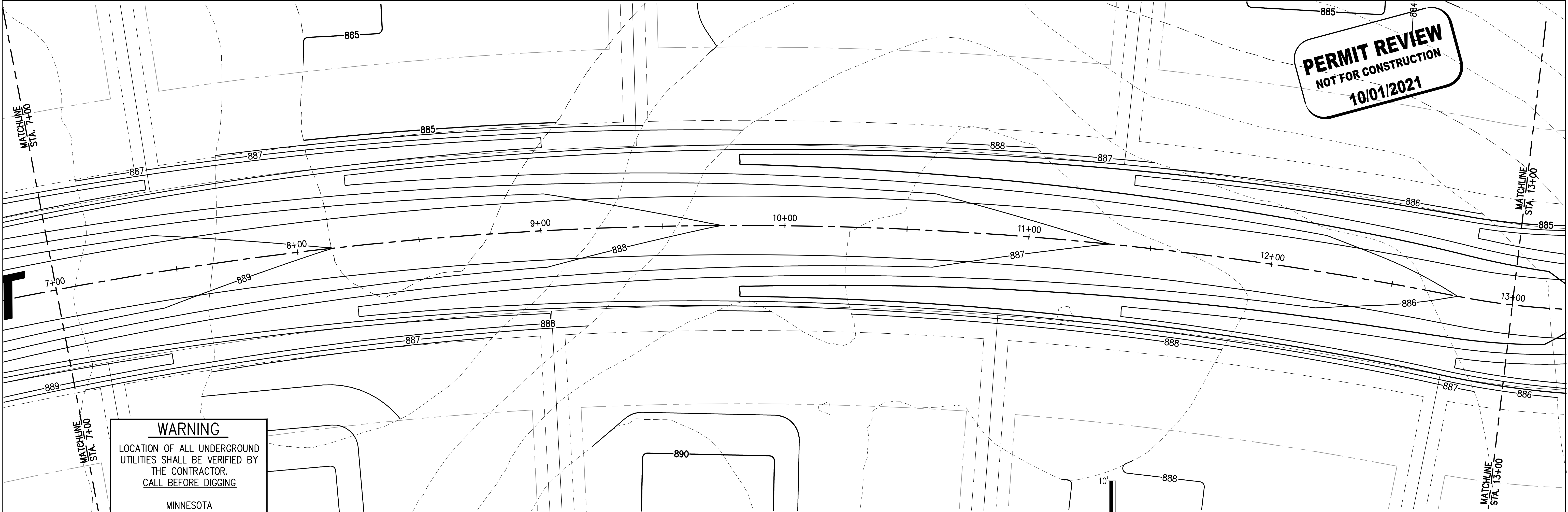
NORTH BRANCH, MN

SHEET
C202



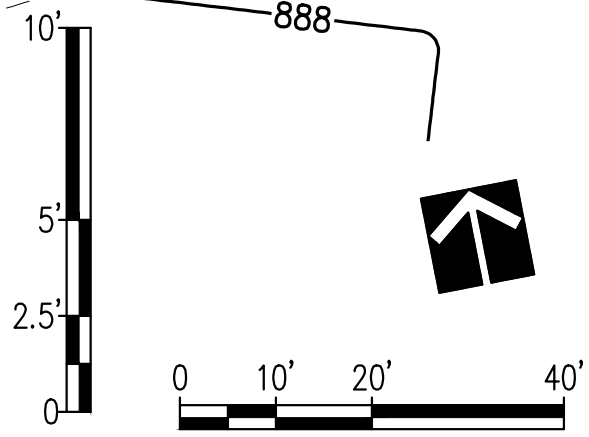
5 10/01/2021 FINAL PLAT RESUBMITTAL			CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	 PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	I HEREBY CERTIFY that this plan, 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: 	CHECK BY: BJH	PROJECT #:	391ST ST PLAN AND PROFILE		SHEET C211
4 08/20/2021 FINAL PLAT RESUBMITTAL							DRAWN BY: DPG	190509	PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN		
3 08/06/2021 FINAL PLAT RESUBMITTAL											
1 07/28/2020 FINAL PLAT SUBMITTAL											
NO	DATE	ISSUED FOR								TYPED OR PRINTED NAME: ADAM BESSE	REG. NO.: 52597

..190509500 Drawings\\Call\\190509 C211 391ST PLAN AND PROFILE.dwg

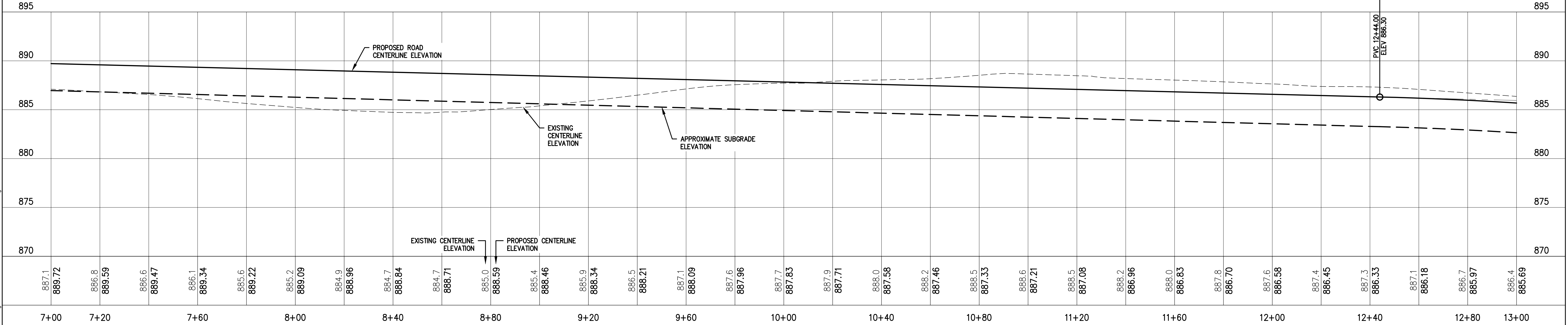


WARNING
LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

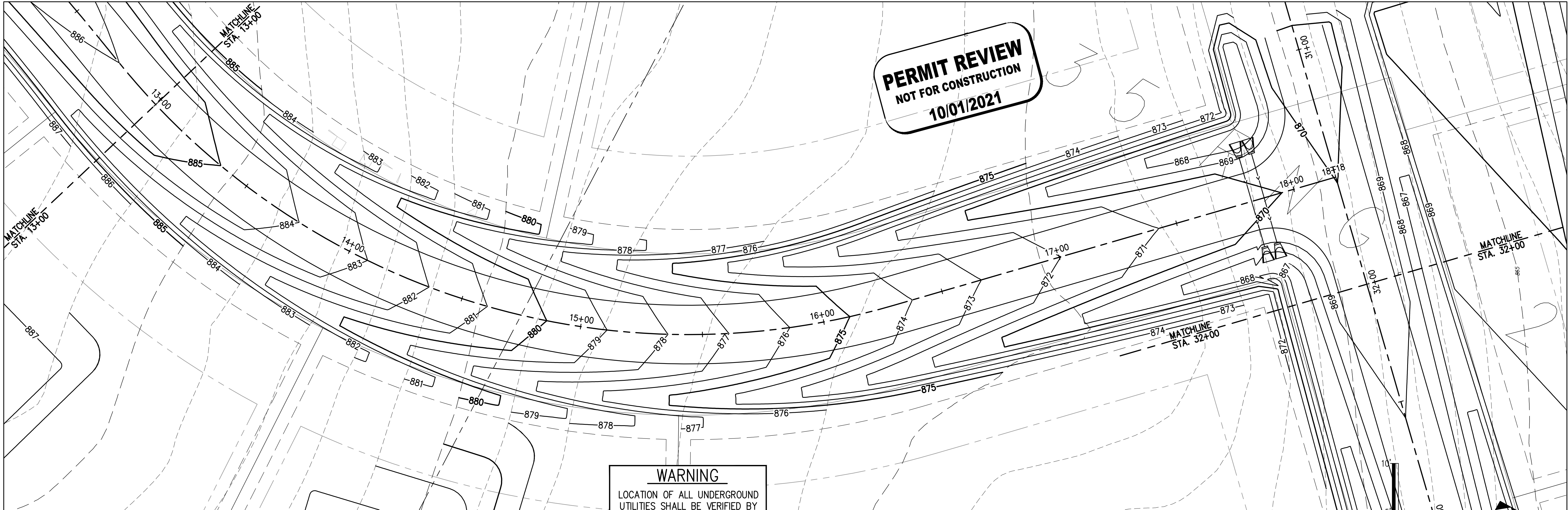
MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



P.V.I. STA. = 13+44
P.V.I. ELEV. = 885.67
A.D. = -3.37%
K = 59.31
200.00' VC



510/01/2021FINAL PLAT RESUBMITTAL 08/20/2021FINAL PLAT RESUBMITTAL 08/06/2021FINAL PLAT RESUBMITTAL 07/28/2020FINAL PLAT SUBMITTAL NO DATE ISSUED FOR			CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056		LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED. 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:  TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021		CHECK BY: B.J.H. DRAWN BY: DPG	PROJECT #: 190509	391ST ST PLAN AND PROFILE PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN		SHEET C212
---	--	--	---	--	---	---	--	---	--------------------------	---	--	-------------------



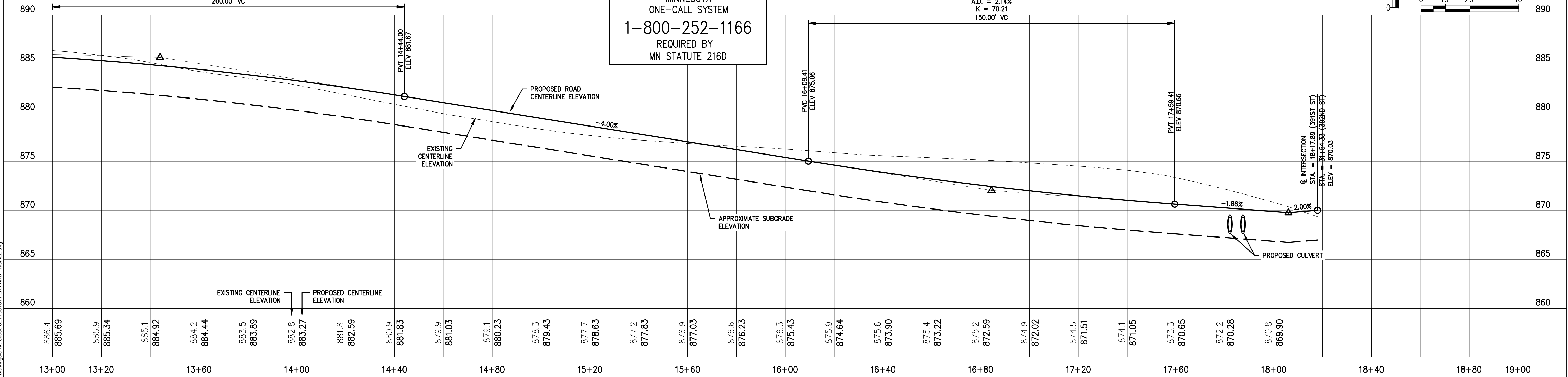
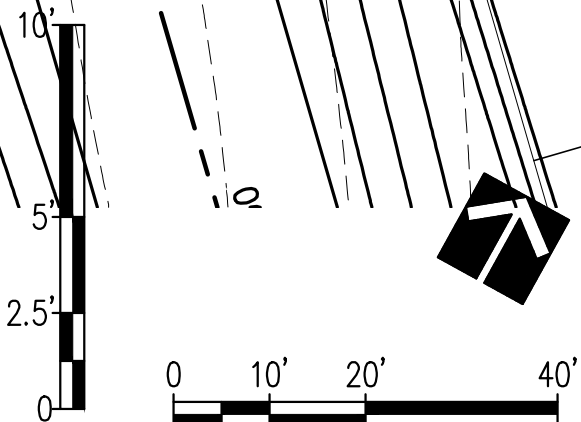
PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING
LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

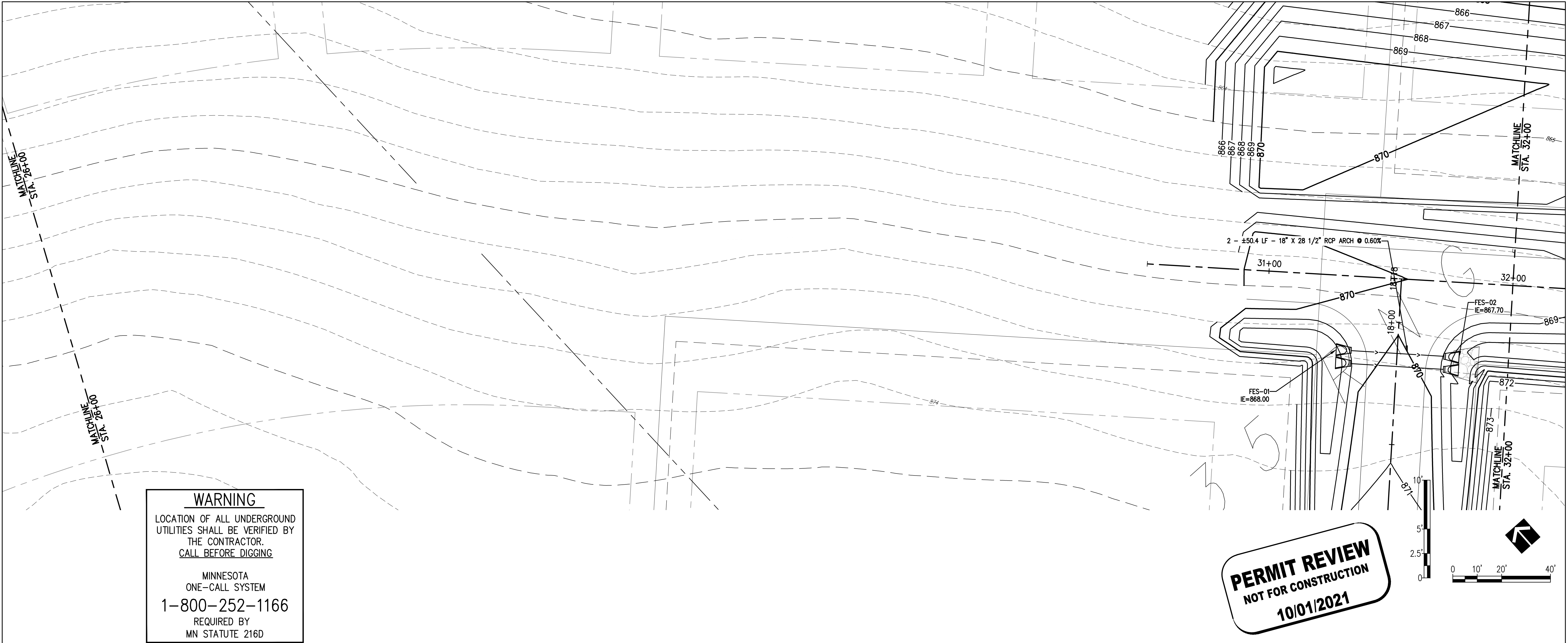
P.V.I. STA. = 13+44
P.V.I. ELEV. = 885.67
A.D. = -3.37%
K = 59.31
200.00' VC

P.V.I. STA. = 16+84
P.V.I. ELEV. = 872.06
A.D. = 2.14%
K = 70.21
150.00' VC



..190509500 Drawings\\Call190509 C211 391ST PLAN AND PROFILE.dwg

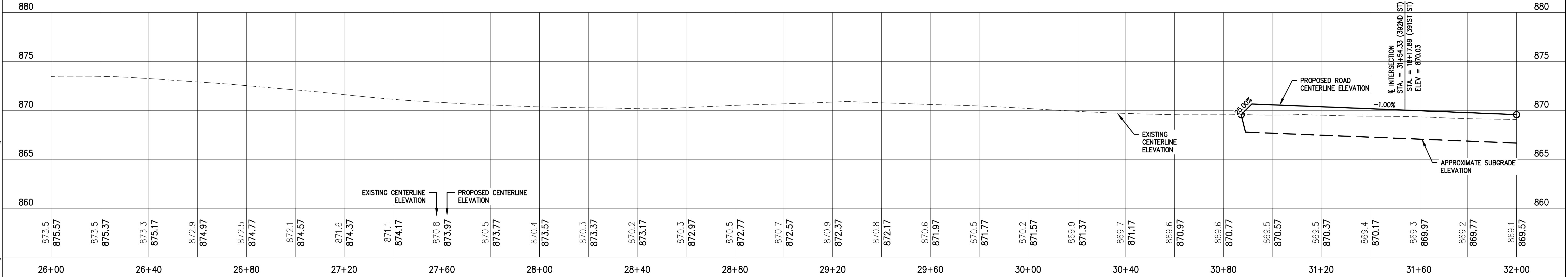
510/01/2021FINAL PLAT RESUBMITTAL 08/20/2021FINAL PLAT RESUBMITTAL 08/06/2021FINAL PLAT RESUBMITTAL 07/28/2020FINAL PLAT SUBMITTAL NO DATE ISSUED FOR	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED. 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: TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021	CHECK BY: B.J.H. DRAWN BY: DPG	PROJECT #: 190509	391ST ST PLAN AND PROFILE PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN	SHEET C213
---	--	---	--	--	---	---	----------------------------------



WARNING
LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

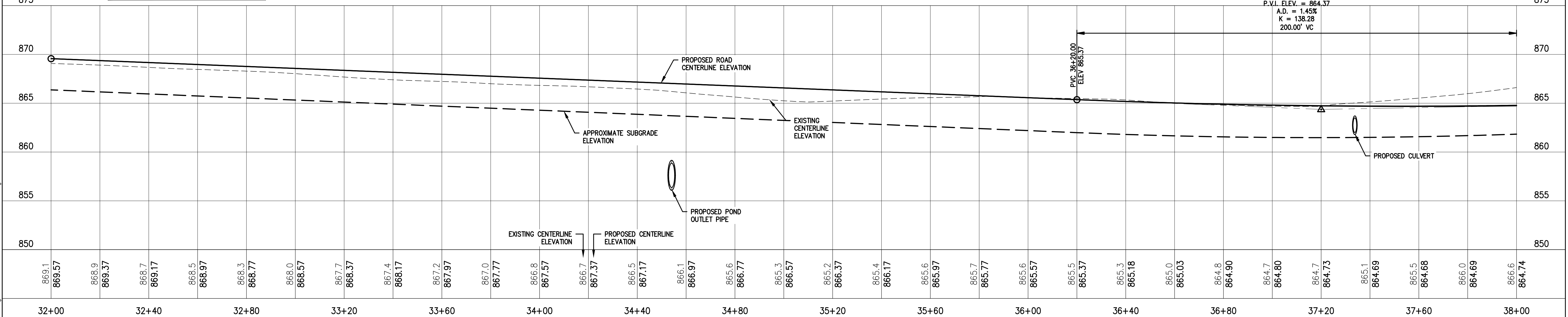
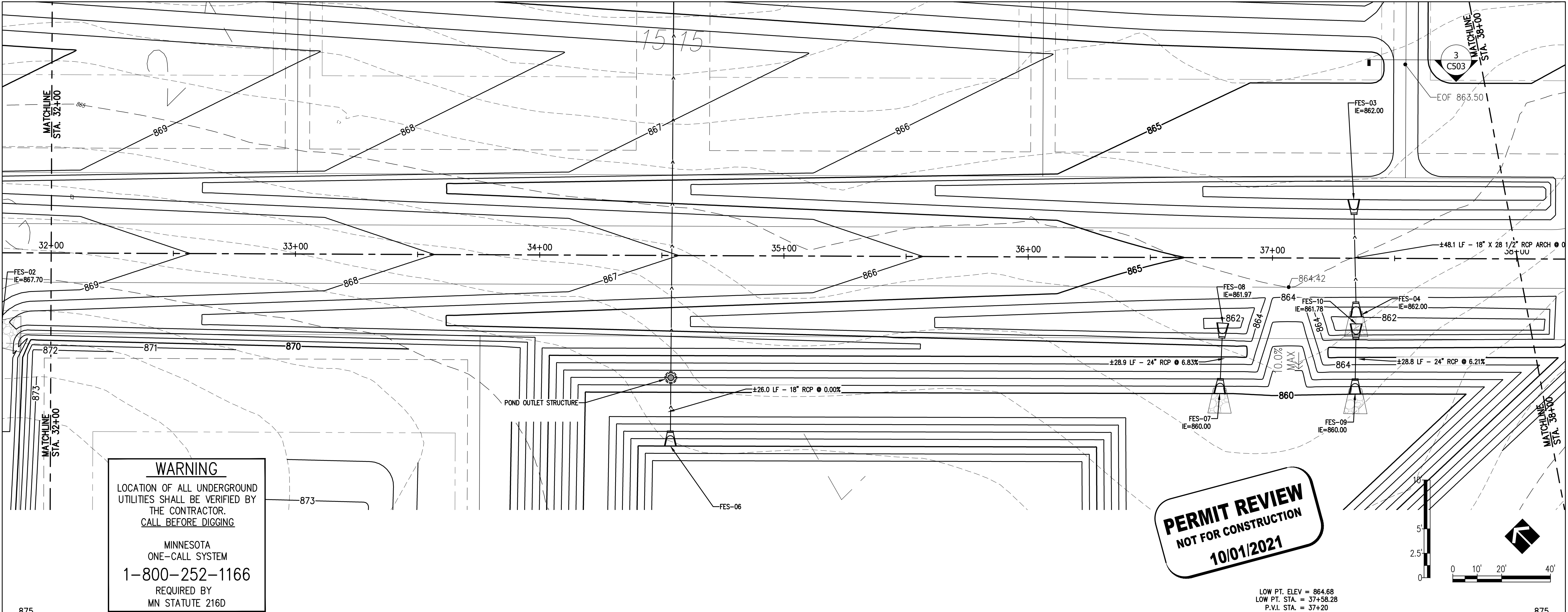
MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



5 10/01/2021 FINAL PLAT RESUBMITTAL			CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	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:	CHECK BY:	PROJECT #:	392ND ST PLAN AND PROFILE	SHEET
4 08/20/2021 FINAL PLAT RESUBMITTAL							BJH			
3 08/06/2021 FINAL PLAT RESUBMITTAL							DRAWN BY:			
1 07/28/2020 FINAL PLAT SUBMITTAL							DPG			
NO	DATE	ISSUED FOR					TYPED OR PRINTED NAME: ADAM BESSE		REG. NO.: 52597	DATE: 10/01/2021

..190509500 Drawings\\C\\190509 C221 392ND PLAN AND PROFILE.dwg



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056

LHB

**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021

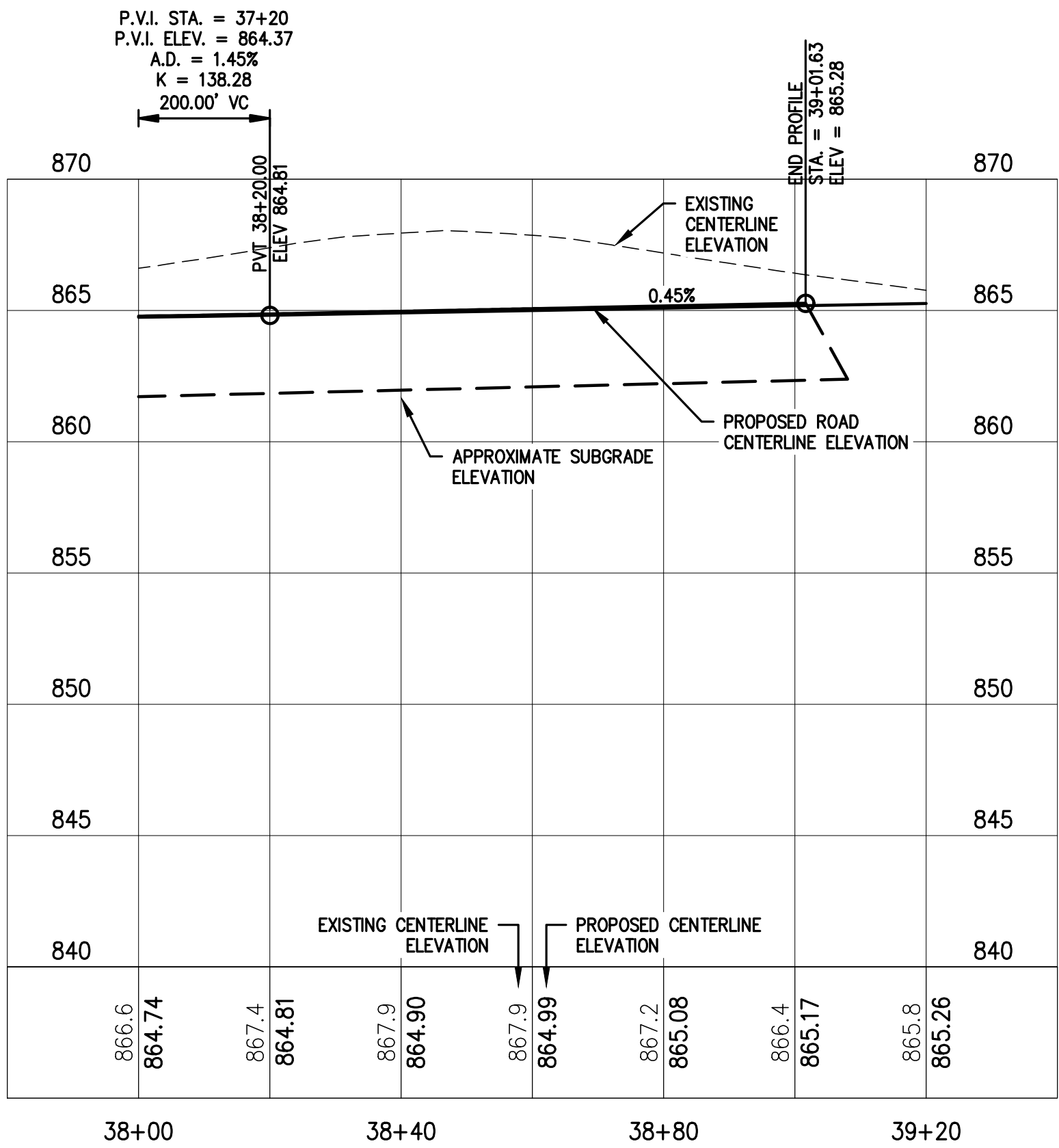
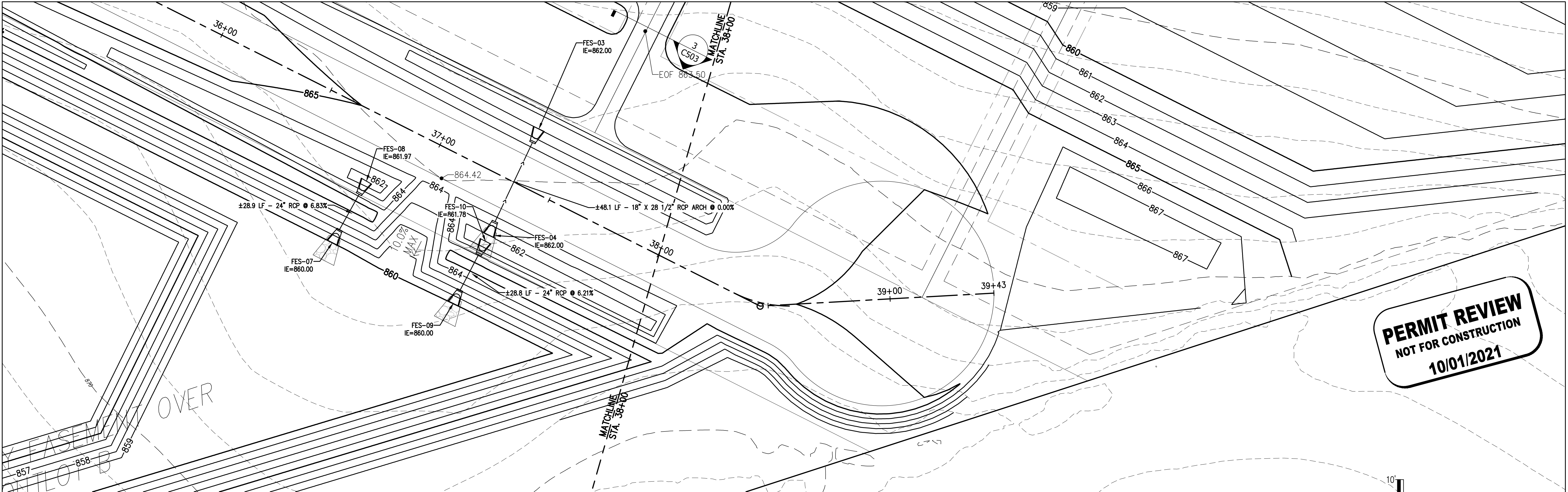
CHECK BY:
BJH
DRAWN BY:
DPG

PROJECT #:
190509

392ND ST PLAN AND PROFILE
PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN
NORTH BRANCH, MN

SHEET
C222

..190509500 Drawings\\C\\190509 C221 392ND PLAN AND PROFILE.dwg



WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056

**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

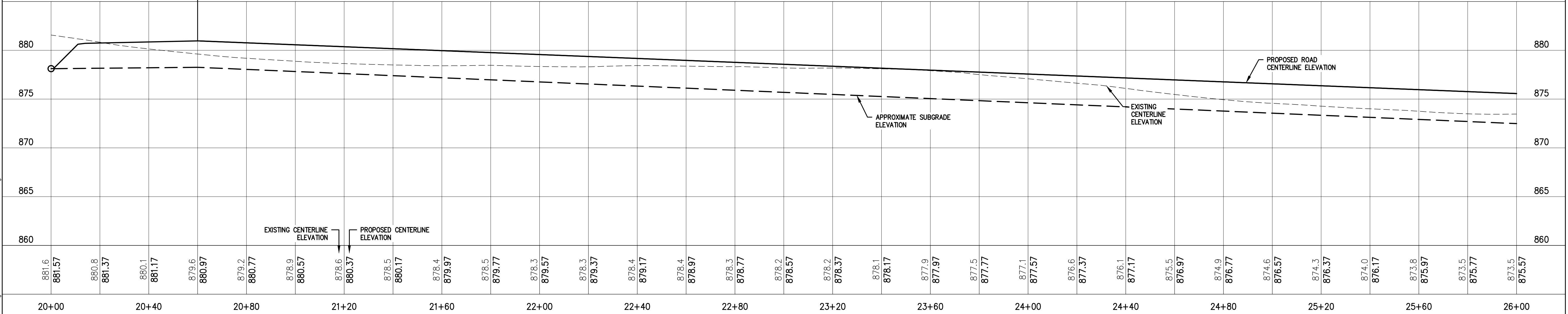
I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
SIGNATURE: 
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021

CHECK BY:
BJH
DRAWN BY:
DPG

PROJECT #:
190509

392ND ST PLAN AND PROFILE
PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN
NORTH BRANCH, MN

SHEET
C223



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056

LHB

**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021

CHECK BY:
BJH
DRAWN BY:
DPG

PROJECT #:
190509

392ND ST PLAN AND PROFILE
PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN
NORTH BRANCH, MN

SHEET
C2221

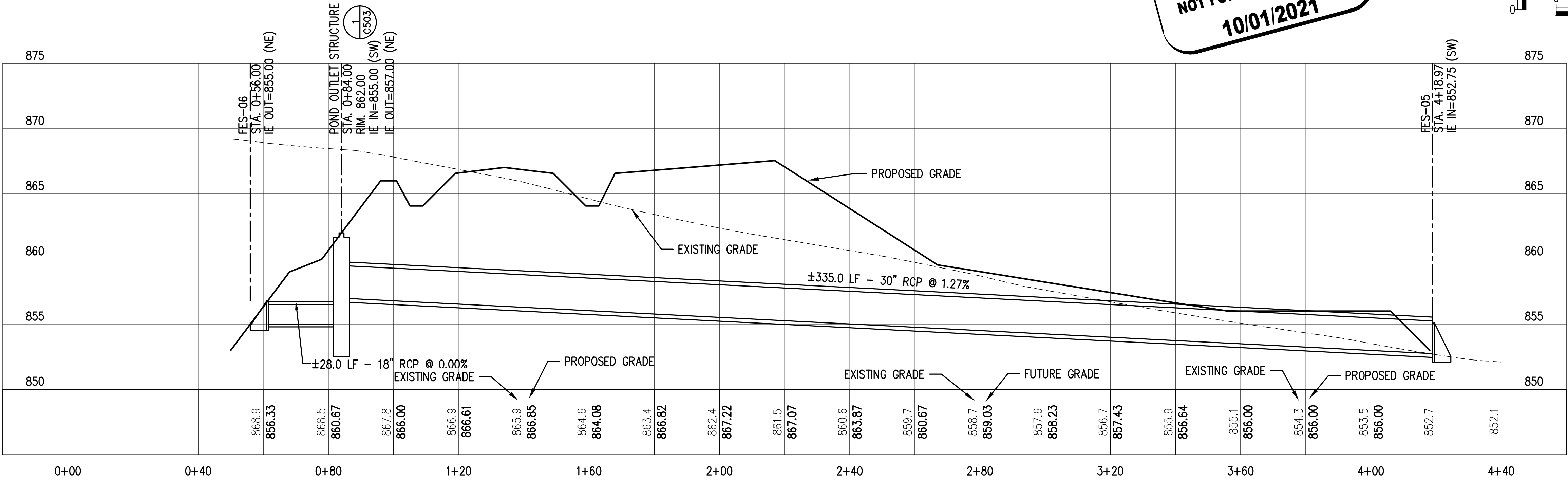
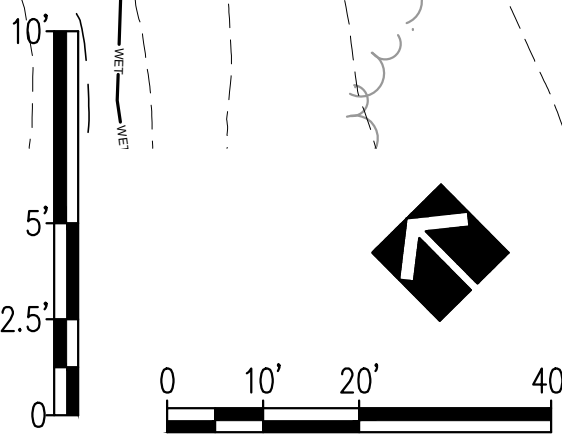
..190509500 Drawings\Call 190509 C225 STORM PLAN AND PROFILE.dwg

WARNING

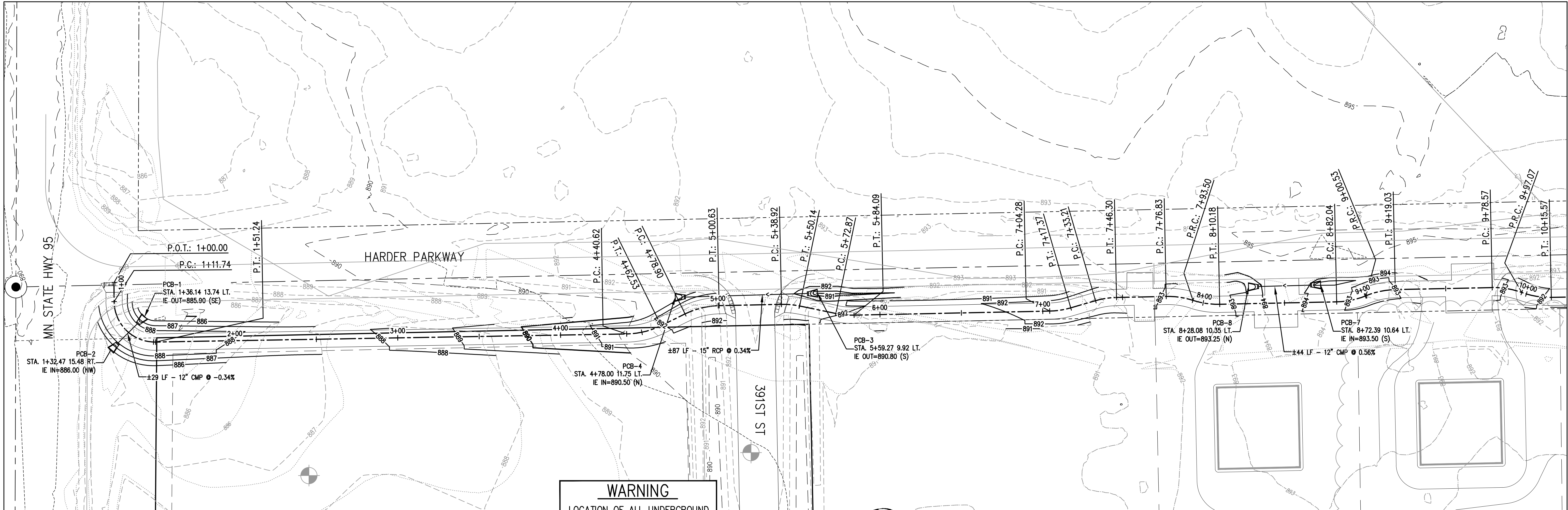
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



5 10/01/2021 FINAL PLAT RESUBMITTAL			CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED.	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:	CHECK BY: BJH	PROJECT #:	STORM PLAN AND PROFILE		SHEET C225		
4 08/20/2021 FINAL PLAT RESUBMITTAL							DRAWN BY: DPG	190509	PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN				
3 08/06/2021 FINAL PLAT RESUBMITTAL													
1 07/28/2020 FINAL PLAT SUBMITTAL													
NO DATE ISSUED FOR													
			TYPED OR PRINTED NAME: ADAM BESSE			REG. NO.: 52597		DATE: 10/01/2021					
			</										



SHEET NOTES

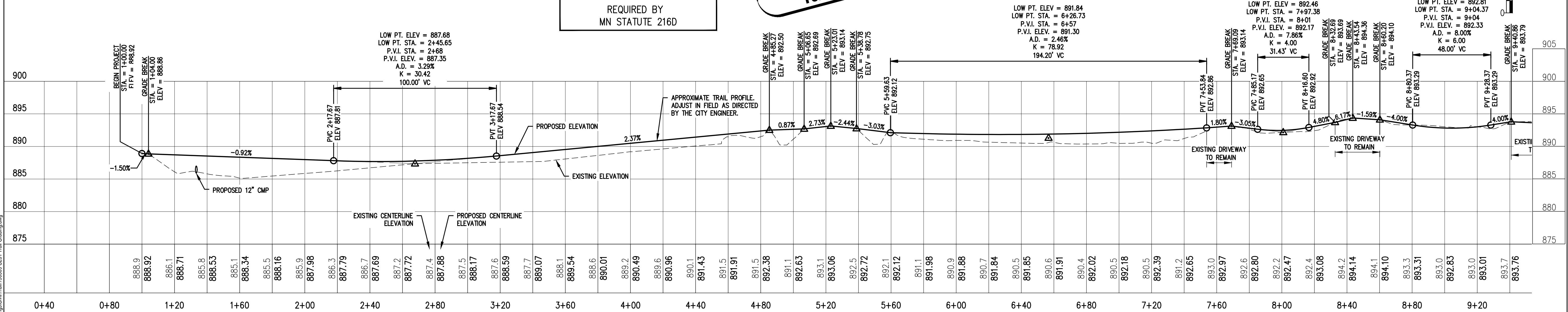
- ALL GRADES SHOWN IN THE DRAWINGS ARE TO FINISH GRADE. THE CONTRACTOR SHALL MAKE THE APPROPRIATE DEDUCTIONS FOR VARYING SUBGRADE ELEVATIONS.
- PREPARE SUBGRADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATION FOR ADDITIONAL REQUIREMENTS.

WARNING

LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



4	10/01/2021	FINAL PLAN RESUBMITTAL
3	08/06/2021	FINAL PLAN RESUBMITTAL
2	06/11/2021	FINAL PLAN
1	06/01/2021	CITY REVIEW
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

201 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 06/01/2021

CHECK BY:
AFB

DRAWN BY:
BJH

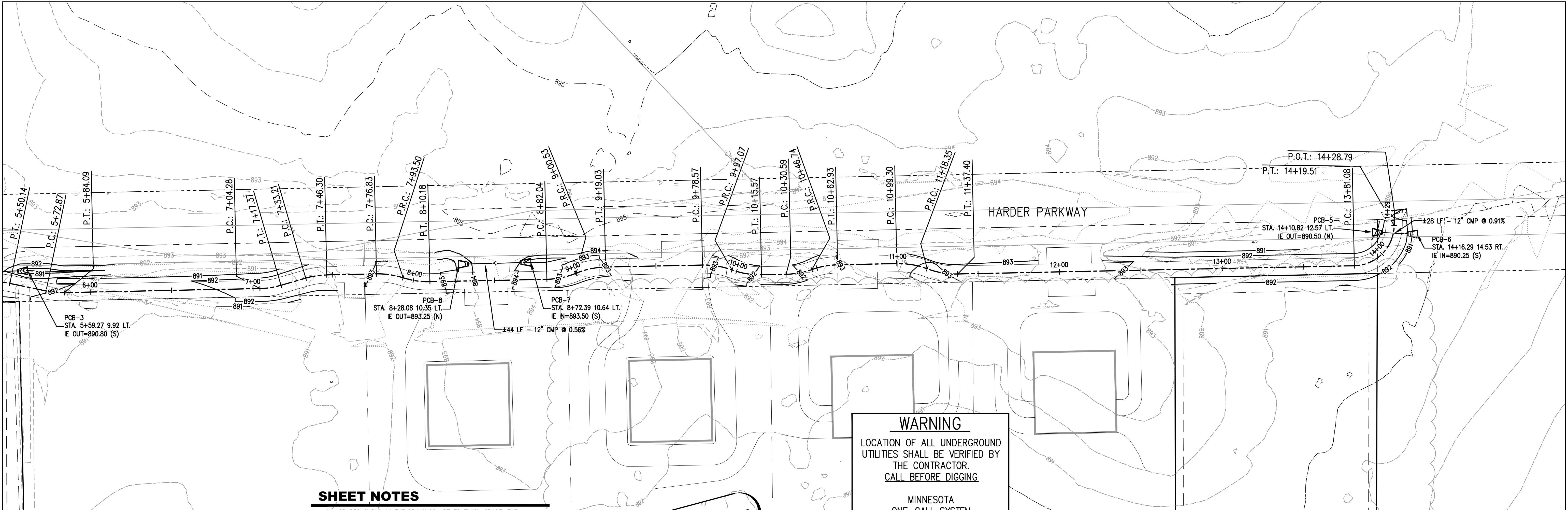
PROJECT #:
190509

TRAIL GRADING & UTILITY PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
TRAIL PLAN

NORTH BRANCH, MN

SHEET
C231



SHEET NOTES

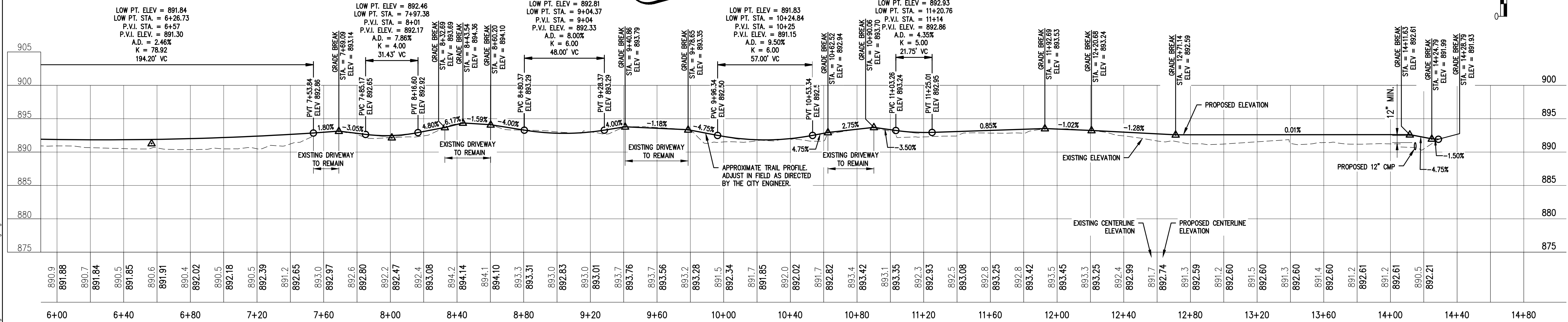
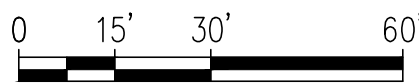
- ALL GRADES SHOWN IN THE DRAWINGS ARE TO FINISH GRADE. THE CONTRACTOR SHALL MAKE THE APPROPRIATE DEDUCTIONS FOR VARYING SUBGRADE ELEVATIONS.
- PREPARE SUBGRADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATION FOR ADDITIONAL REQUIREMENTS.

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING

LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



4	10/01/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
2	06/11/2021	FINAL PLAT
1	06/01/2021	CITY REVIEW
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

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: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 06/01/2021

CHECK BY:
AFB

DRAWN BY:
BJH

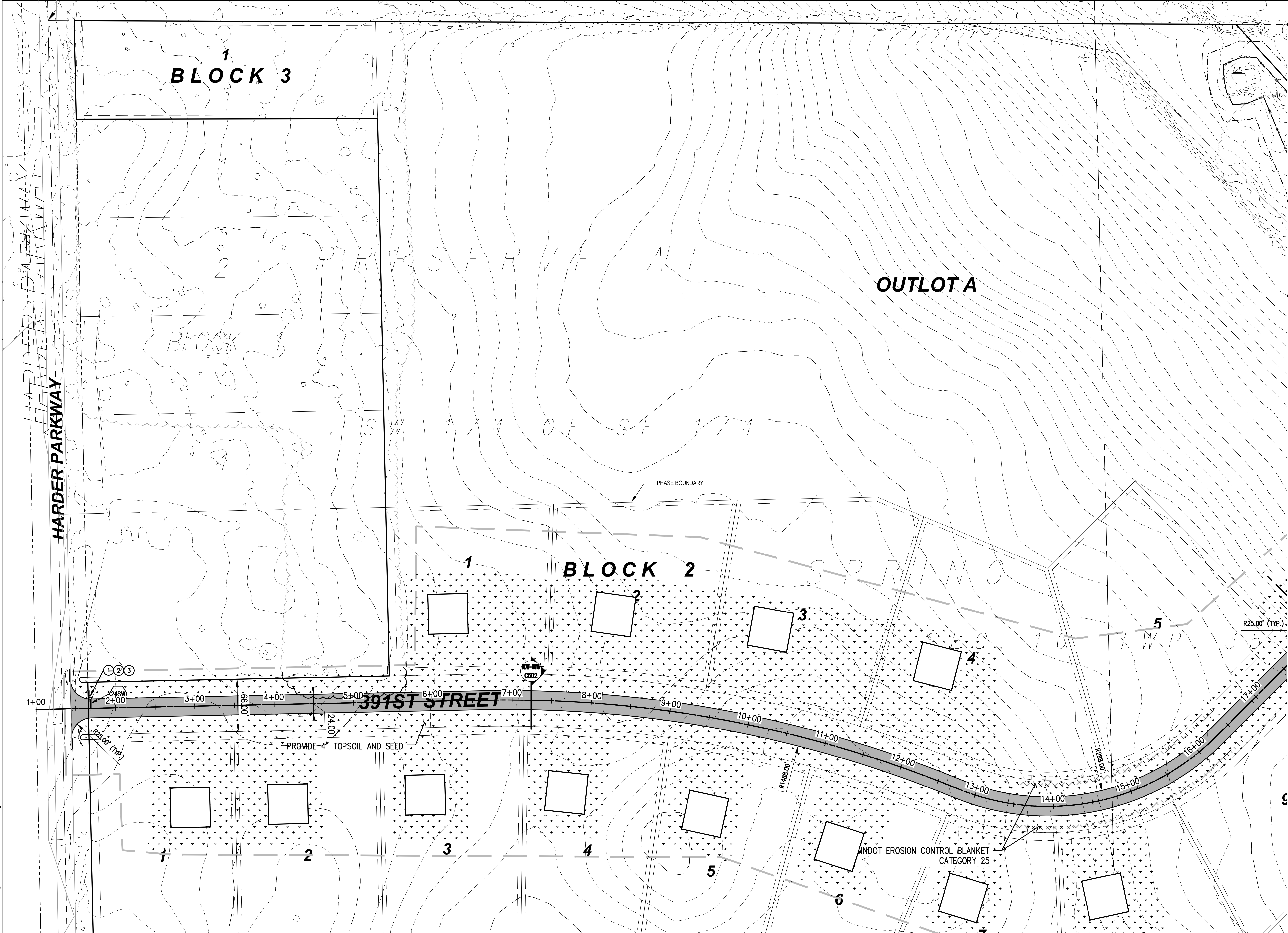
PROJECT #:
190509

TRAIL GRADING & UTILITY PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
TRAIL PLAN

NORTH BRANCH, MN

SHEET
C232



SHEET NOTES

1. PREVENT FROM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRECONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT BITUMINOUS SURFACES.
3. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON-WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.
4. SAW CUT ALL EXISTING PAVEMENTS ADJACENT TO PROPOSED PAVEMENTS ALONG A NEAT LINE AND FULL DEPTH.
5. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.
6. INSTALL ALL SIGNS IN ACCORDANCE WITH STD. PLATE RWD-009 ON SHEET C502.

SHEET KEY NOTES

- 1 PROVIDE SIGN R1-1 "STOP"
- 2 PROVIDE SIGN "HARDER PKWY"
- 3 PROVIDE SIGN "391ST ST"
- 4 PROVIDE SIGN "392ND ST"

LEGEND

CONSTRUCTION LIMITS

BITUMINOUS PAVEMENT

4" TOPSOIL & SEED

CLAY LINER

MNDOT EROSION CONTROL BLANKET

PAVEMENT STRIPING

HEXAGON - MULTICOMP

1ST DIGIT
WIDTH
4", 8", ETC.

2ND DIGIT
PATTERN
S - SOLID
B - BROKEN
D - DOTTED/DOUBLE

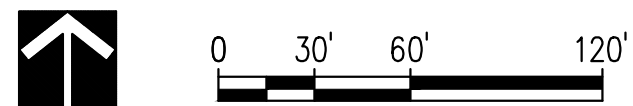
3RD DIGIT
COLOR
W - WHITE
Y - YELLOW
B - BLUE

EXAMPLE: 4SW = 4" SOLID LINE WHITE - MULTICOMP

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

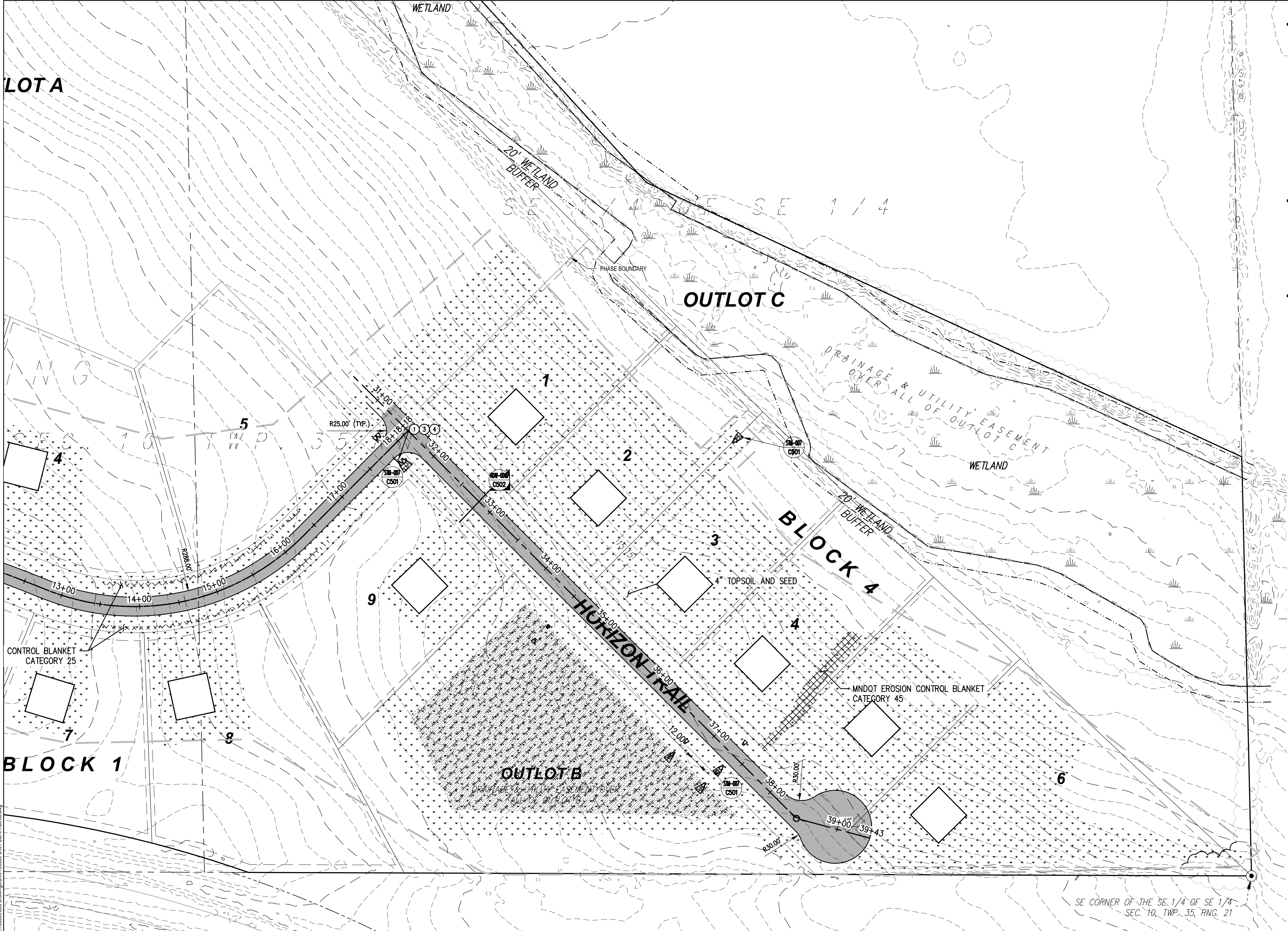
MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



5	10/01/2021	FINAL PLAN RESUBMITTAL
4	08/20/2021	FINAL PLAN RESUBMITTAL
3	08/06/2021	FINAL PLAN RESUBMITTAL
1	07/28/2020	FINAL PLAN SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED. 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>Adam Besse</i> TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021	CHECK BY: BJH DRAWN BY: DPG	PROJECT #: 190509	SURFACING PLAN PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN	SHEET C401
---	---	---	--------------------------------------	-----------------------------	--	----------------------

190509500 Drawings\Call 190509 C401 SURFACING.dwg



SHEET NOTES

1. PREVENT FROM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRECONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT BITUMINOUS SURFACES.
3. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON-WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.
4. SAW CUT ALL EXISTING PAVEMENTS ADJACENT TO PROPOSED PAVEMENTS ALONG A NEAT LINE AND FULL DEPTH.
5. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.
6. INSTALL ALL SIGNS IN ACCORDANCE WITH STD. PLATE RWD-009 ON SHEET C502.

SHEET KEY NOTES

- 1 PROVIDE SIGN R1-1 "STOP"
- 2 PROVIDE SIGN "HARDER PKWY"
- 3 PROVIDE SIGN "391ST ST"
- 4 PROVIDE SIGN "392ND ST"

LEGEND

CONSTRUCTION LIMITS

BITUMINOUS PAVEMENT

4" TOPSOIL & SEED

CLAY LINER

MNDOT EROSION CONTROL BLANKET

PAVEMENT STRIPING

HEXAGON - MULTICOMP

1ST DIGIT
WIDTH
4", 8", ETC.

2ND DIGIT
PATTERN
S - SOLID
B - BROKEN
D - DOTTED/DOUBLE

3RD DIGIT
COLOR
W - WHITE
Y - YELLOW
B - BLUE

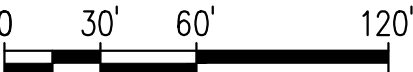
EXAMPLE: 4SW = 4" SOLID LINE WHITE - MULTICOMP

PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021

WARNING

LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

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: *Adam Besse*

TYPED OR PRINTED NAME: ADAM BESSE

REG. NO.: 52597

DATE: 10/01/2021

CHECK BY:
BJH

DRAWN BY:
DPG

PROJECT #:

190509

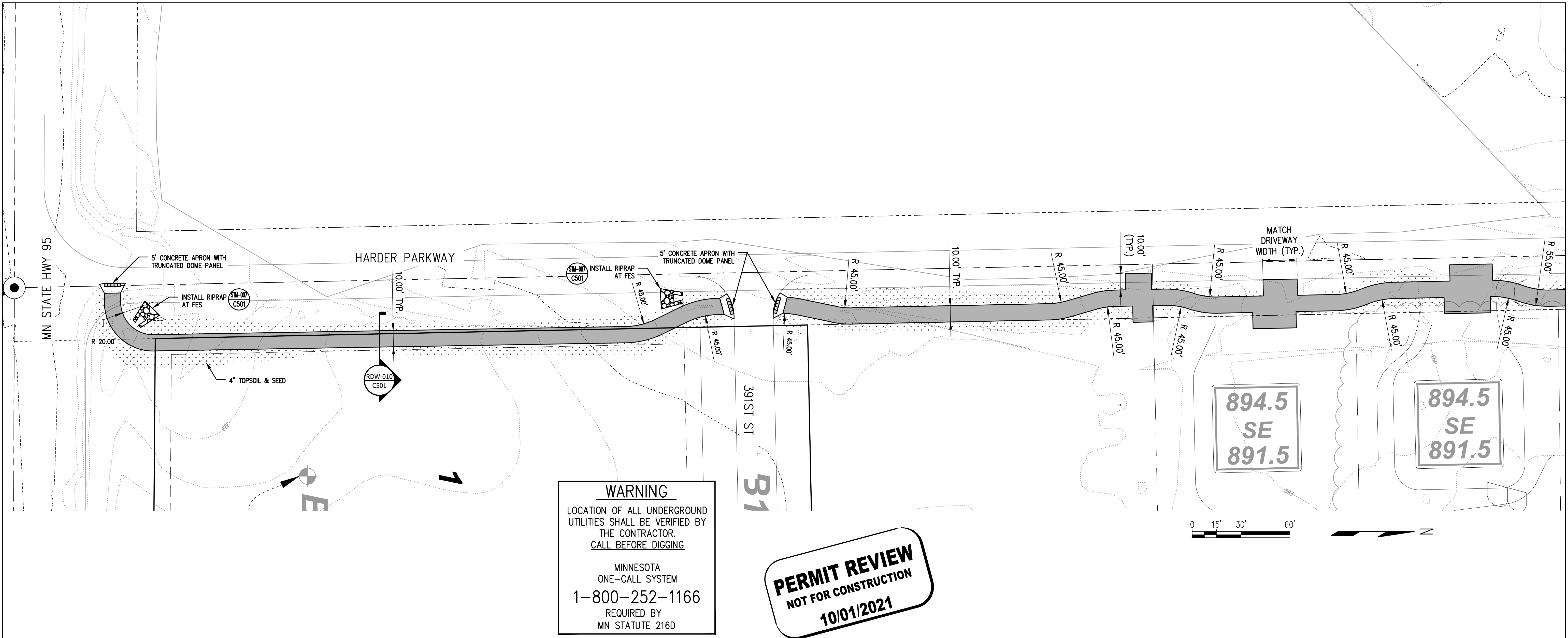
SURFACING PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN

NORTH BRANCH, MN

SHEET

C402



SHEET NOTES

1. PREVENT FROM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRECONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT CONCRETE OR BITUMINOUS SURFACES.
3. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON-WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.
4. SAW CUT ALL EXISTING PAVEMENTS ADJACENT TO PROPOSED PAVEMENTS ALONG A NEAT LINE.
5. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.

4	10/01/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
2	06/11/2021	FINAL PLAT
1	06/01/2021	CITY REVIEW
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056

**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

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: 
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 06/01/2021

CHECK BY:
AFB

DRAWN BY:
BJH

PROJECT #:

190509

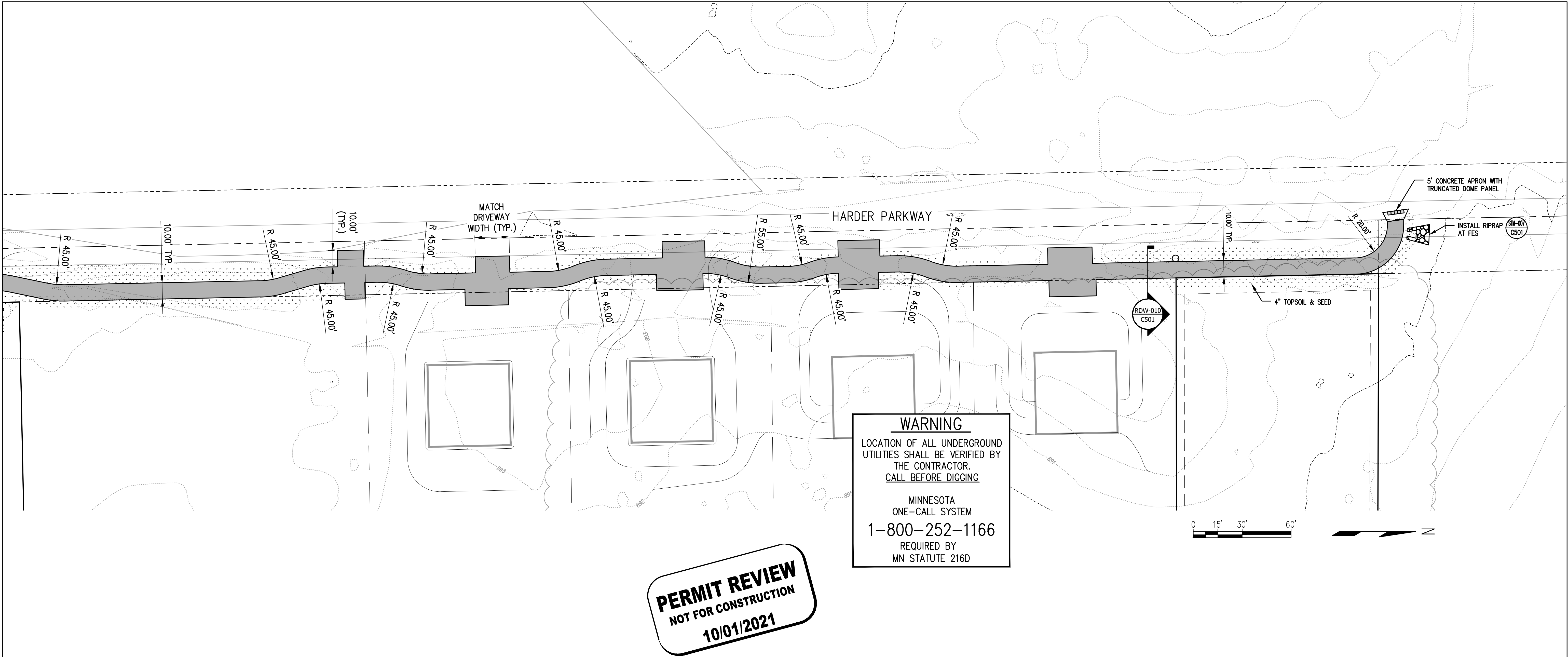
SURFACING PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
TRAIL PLAN

NORTH BRANCH, MN

SHEET

C411



SHEET NOTES

1. PREVENT FROM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRECONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT CONCRETE OR BITUMINOUS SURFACES.
3. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON-WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.
4. SAW CUT ALL EXISTING PAVEMENTS ADJACENT TO PROPOSED PAVEMENTS ALONG A NEAT LINE.
5. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.

4	10/01/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
2	06/11/2021	FINAL PLAT
1	06/01/2021	CITY REVIEW
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

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: *[Signature]*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 06/01/2021

CHECK BY:
AFB

DRAWN BY:
BJH

PROJECT #:

190509

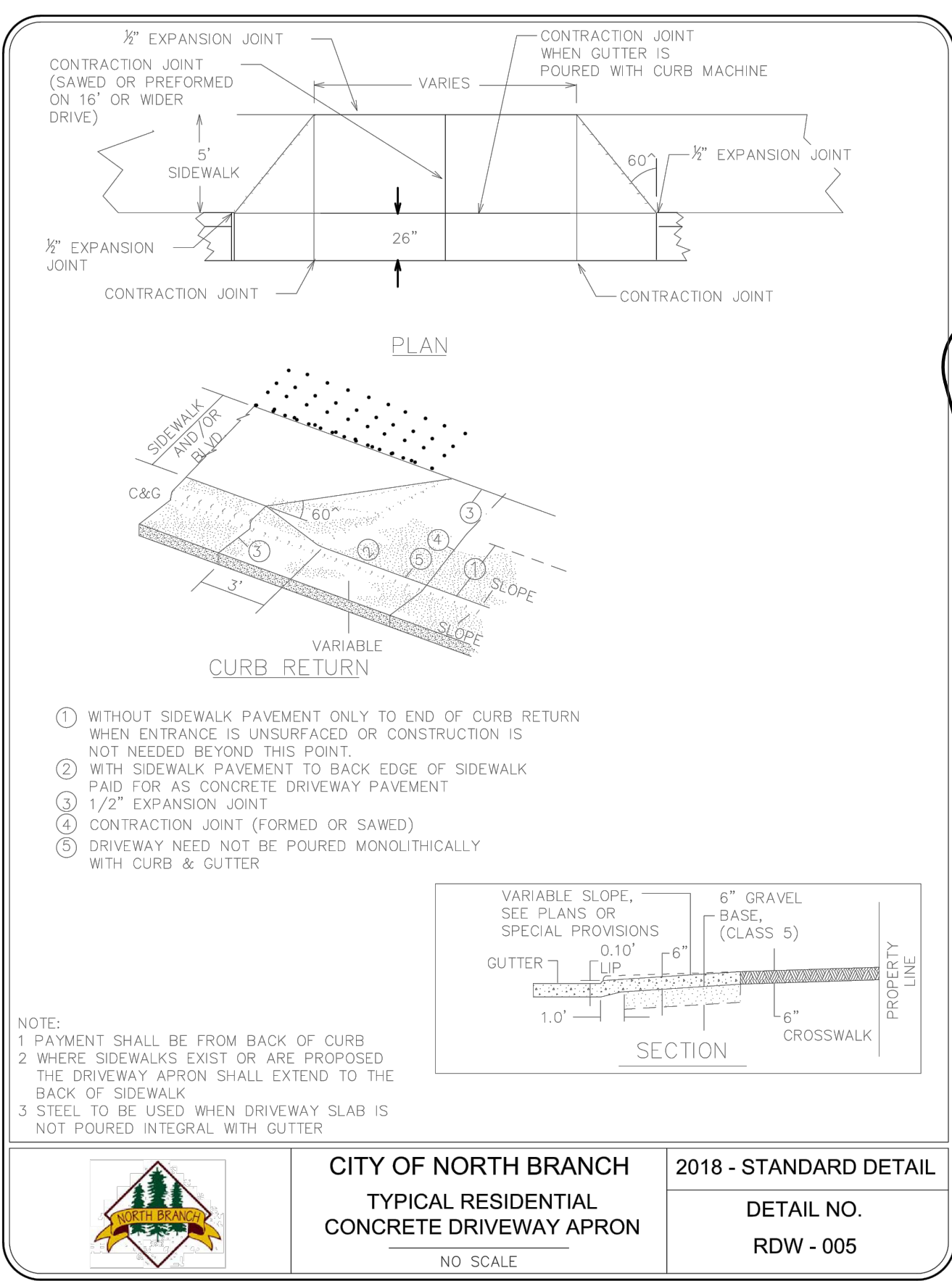
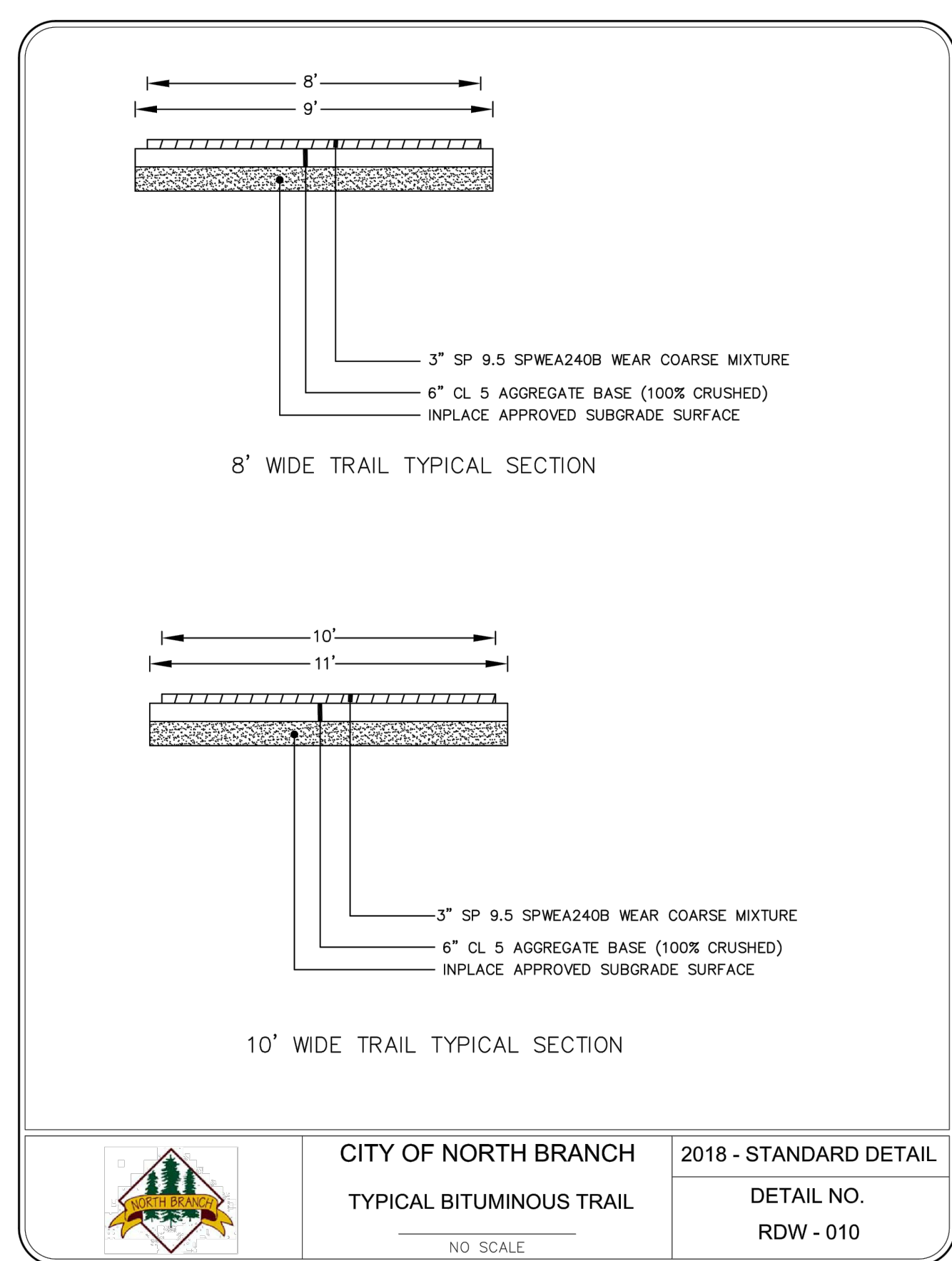
SURFACING PLAN

PRESERVE AT SPRING HILL 2ND ADDITION
TRAIL PLAN

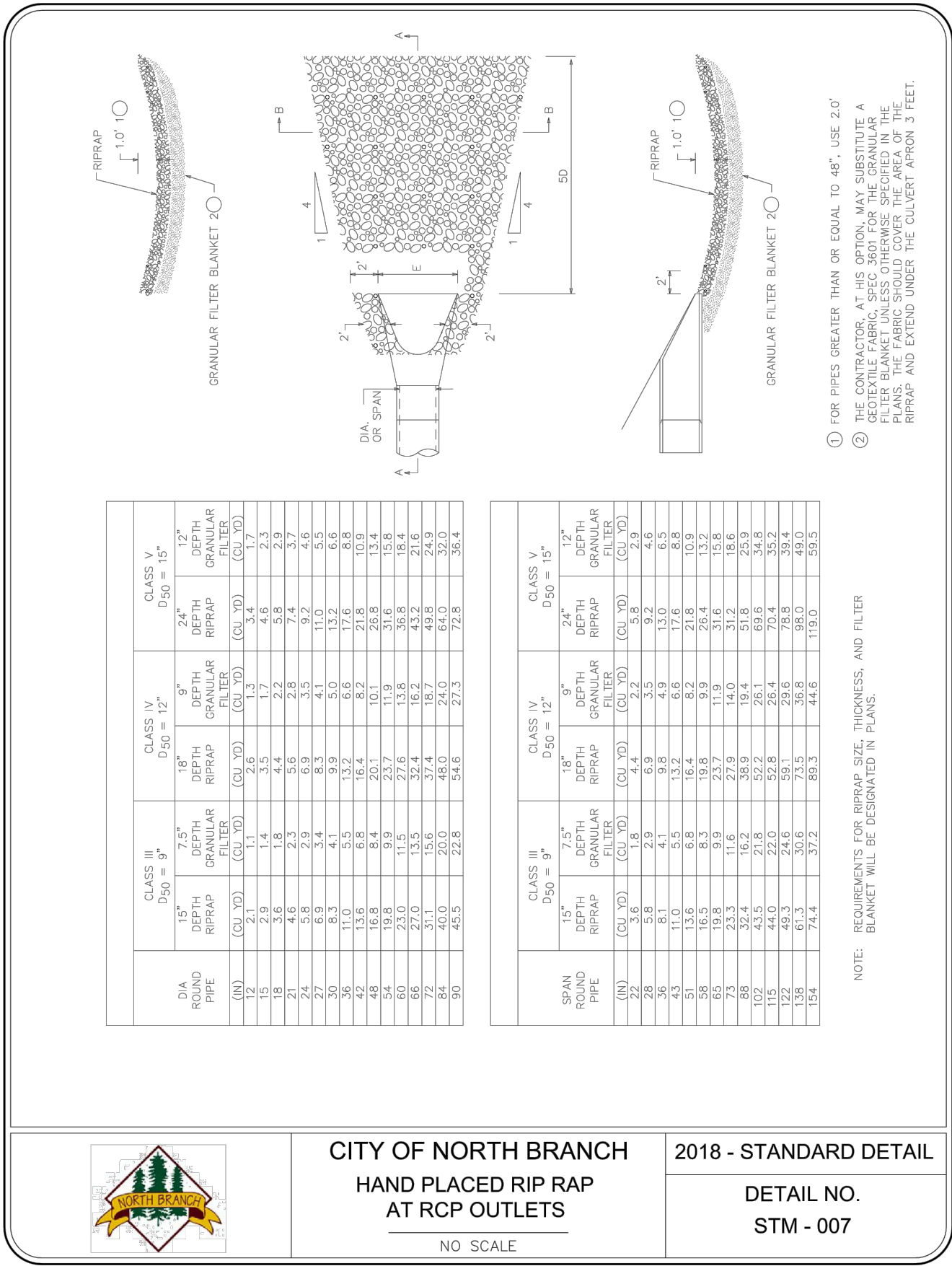
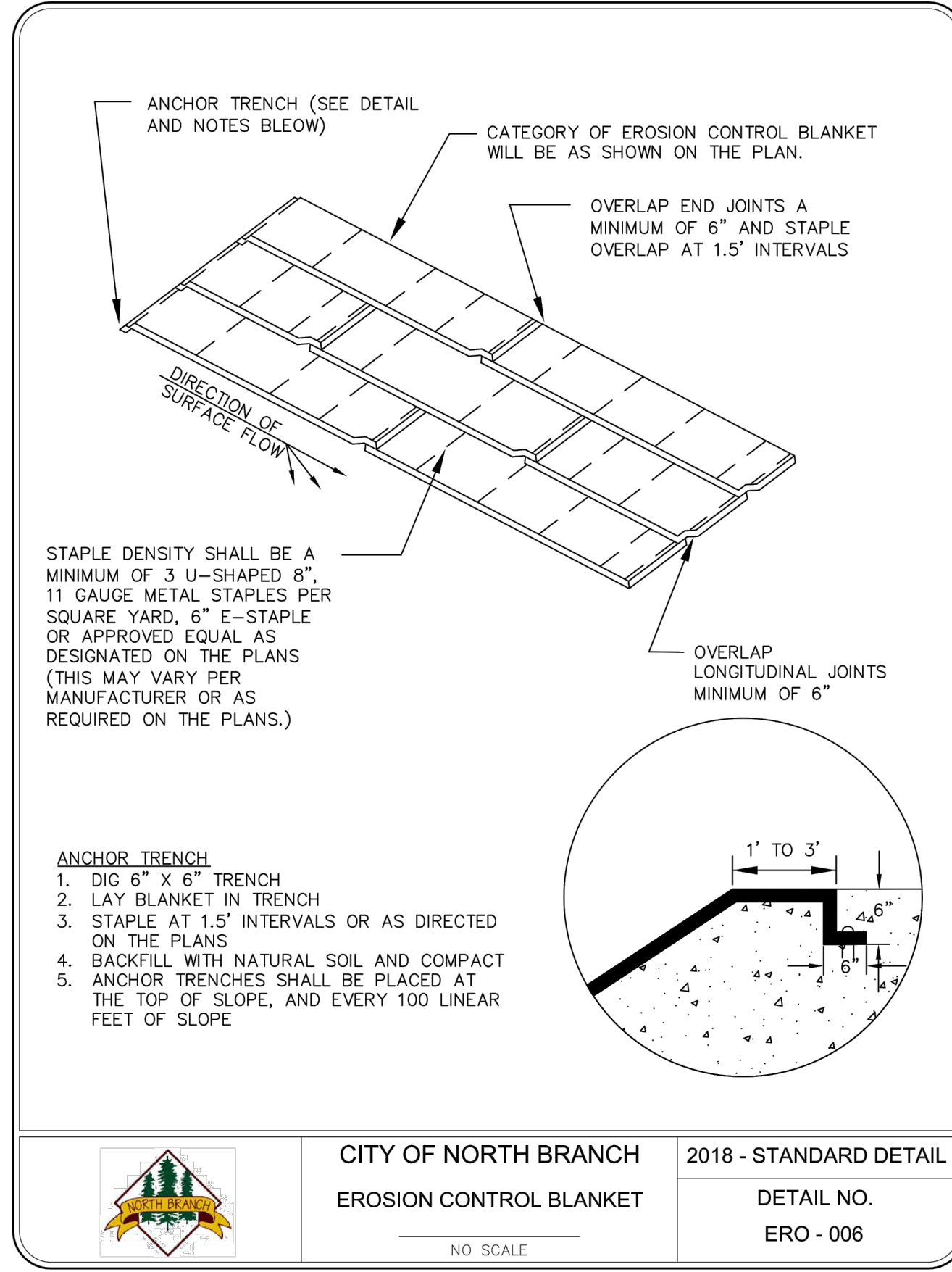
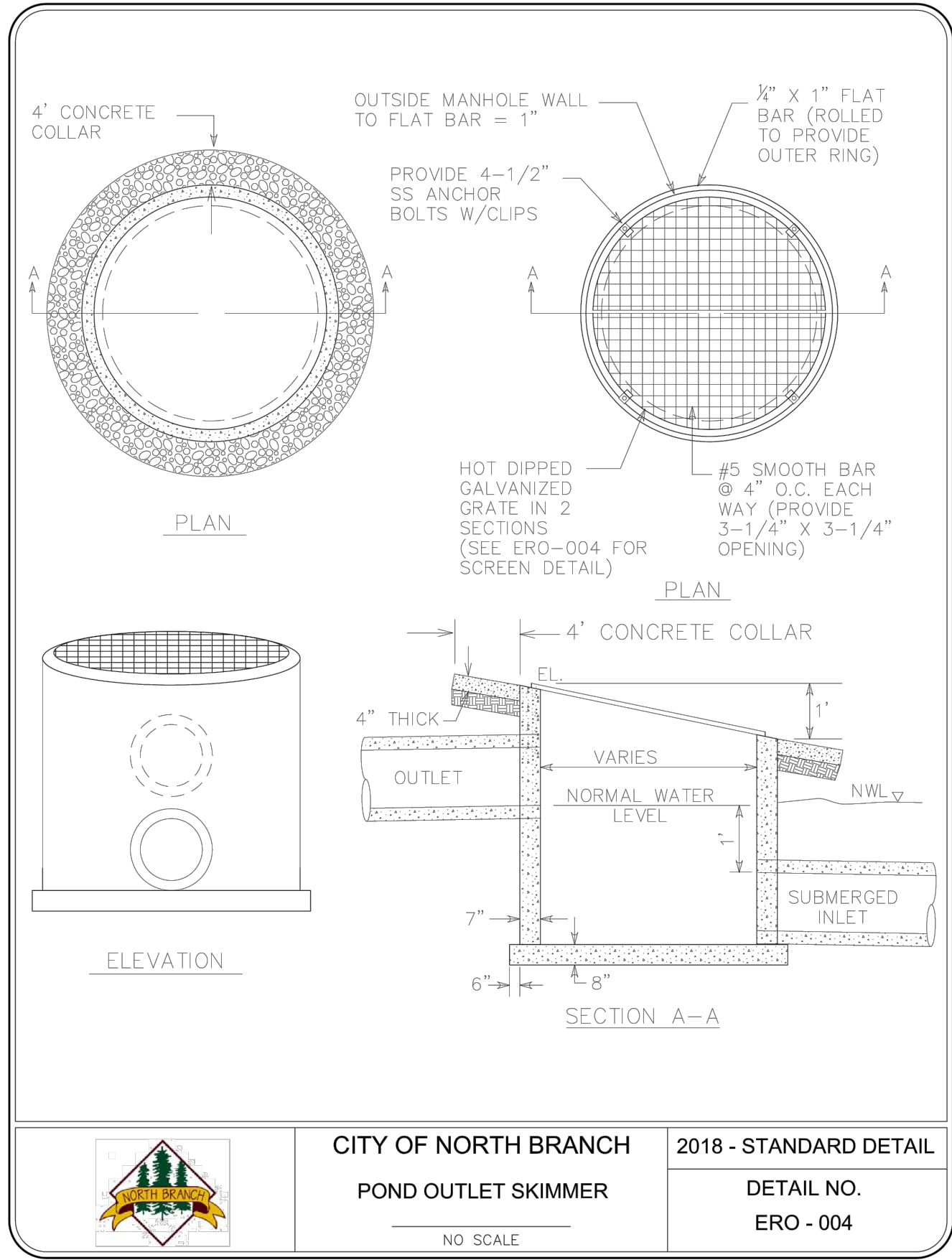
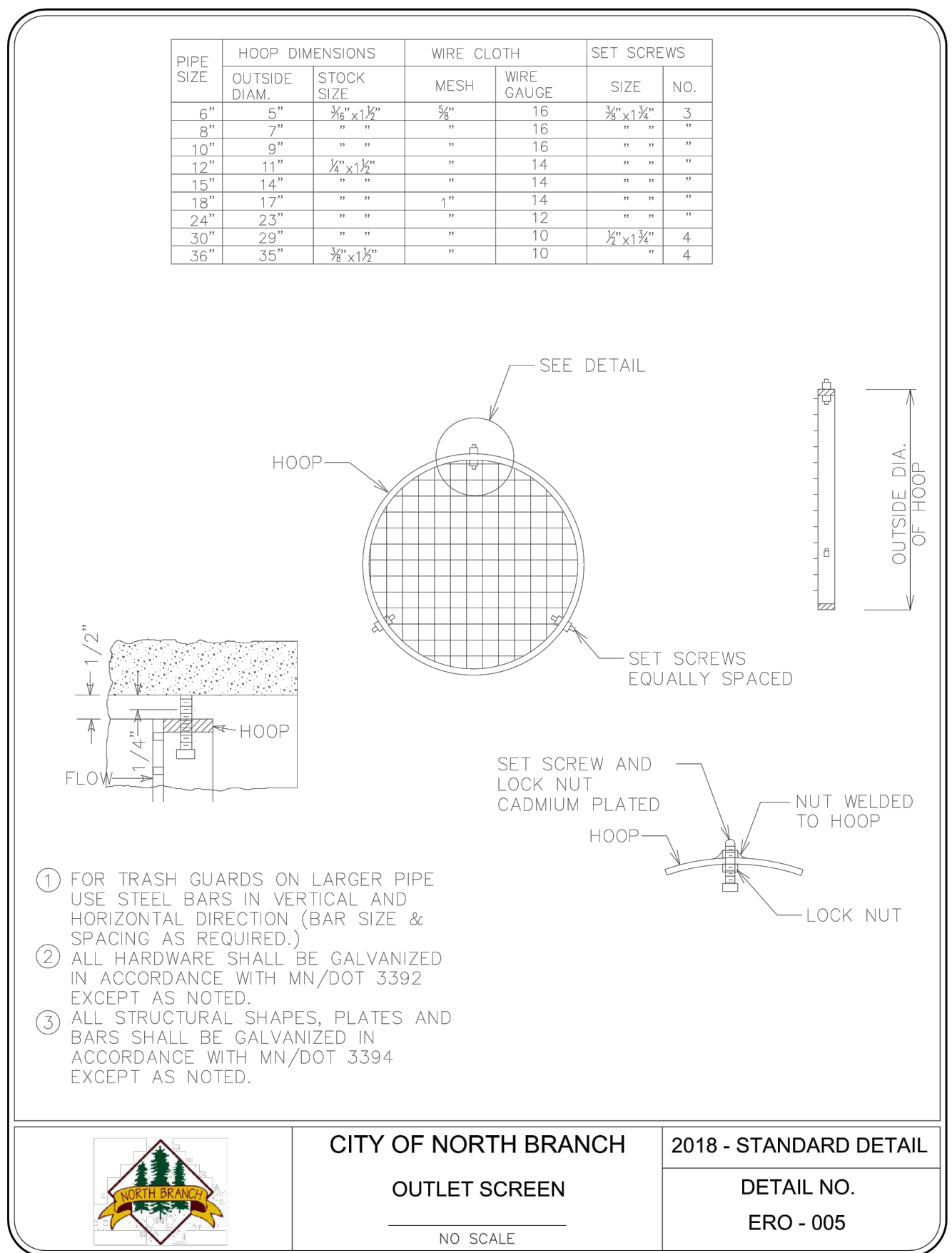
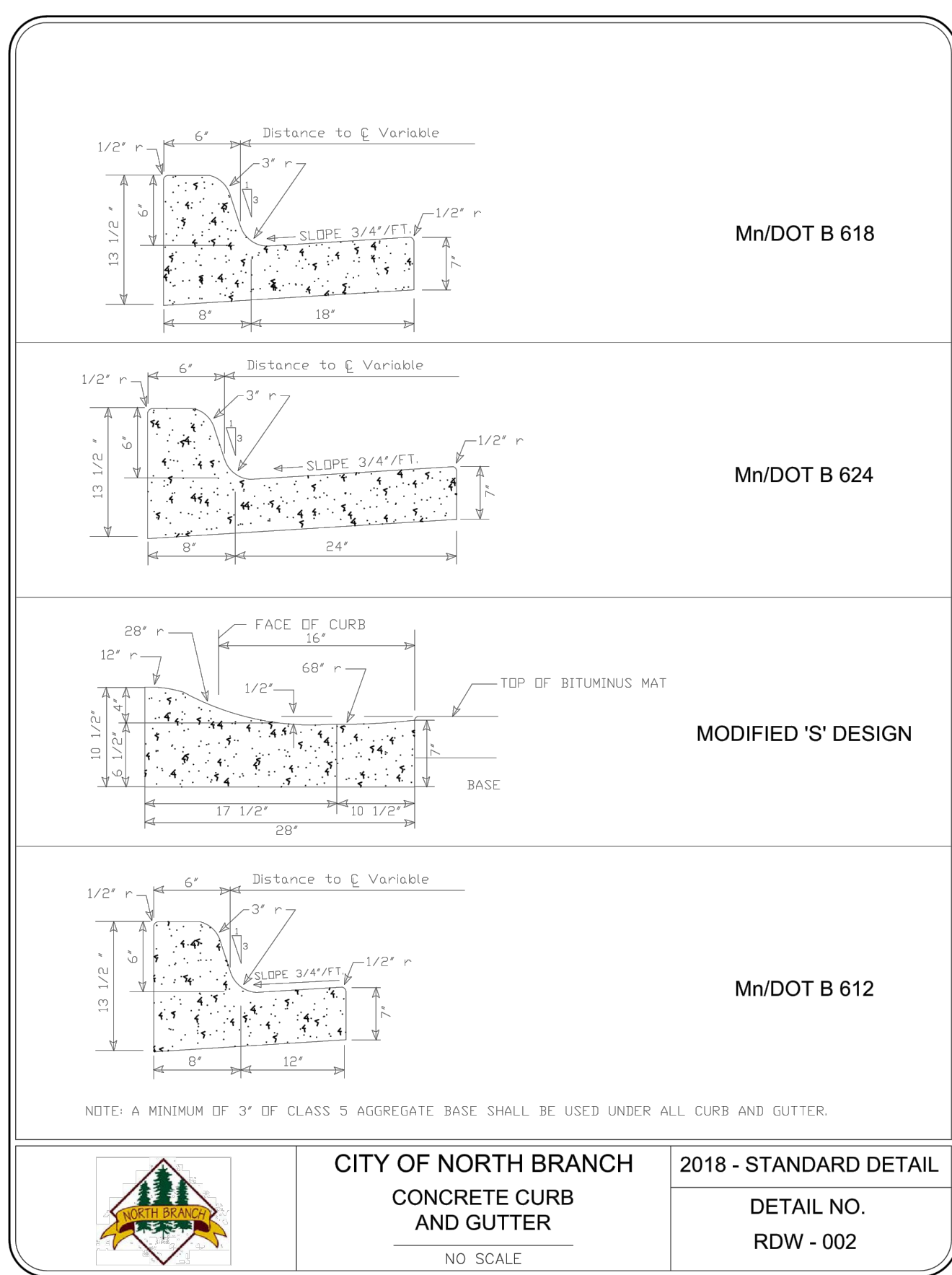
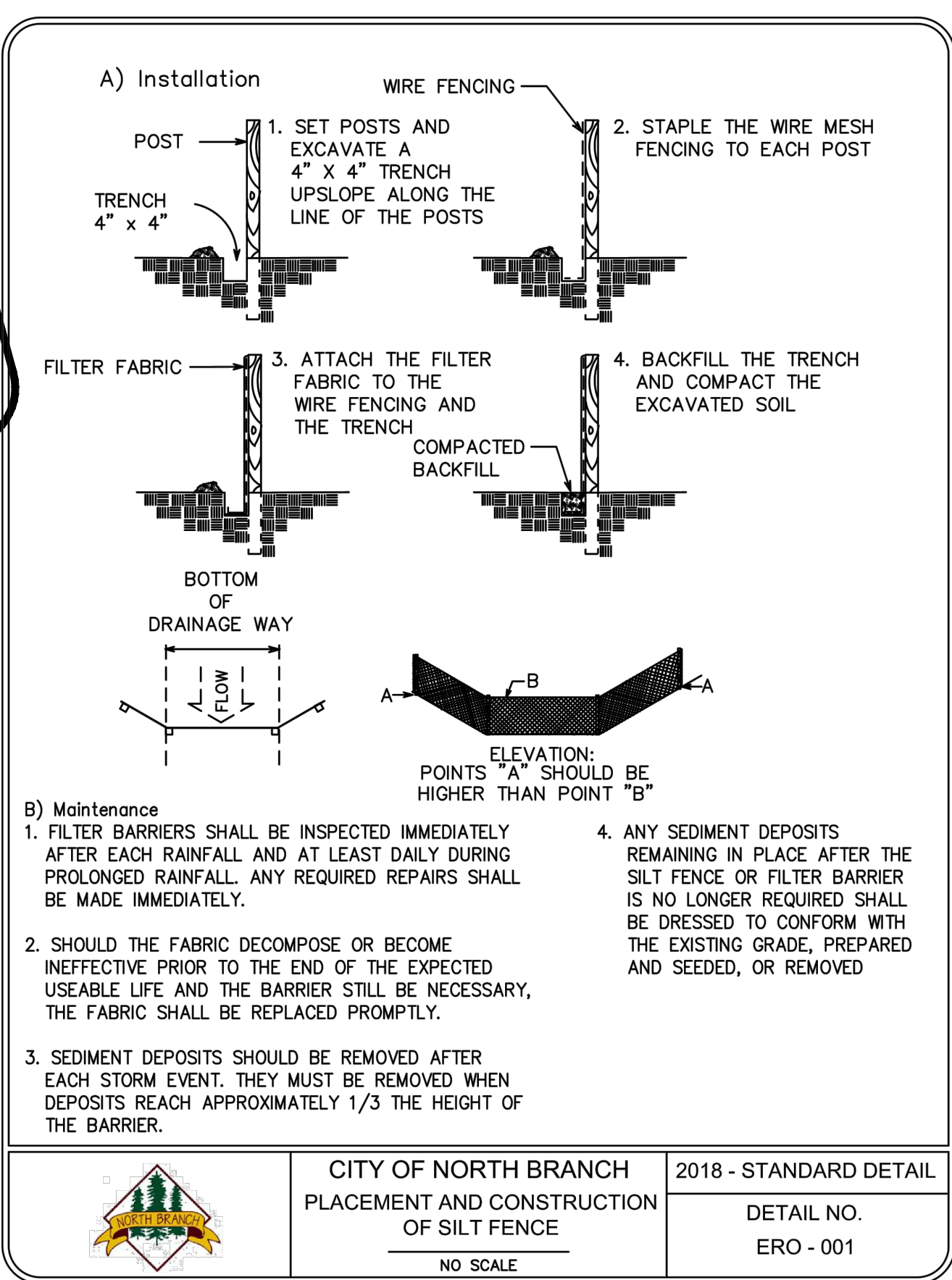
NORTH BRANCH, MN

SHEET

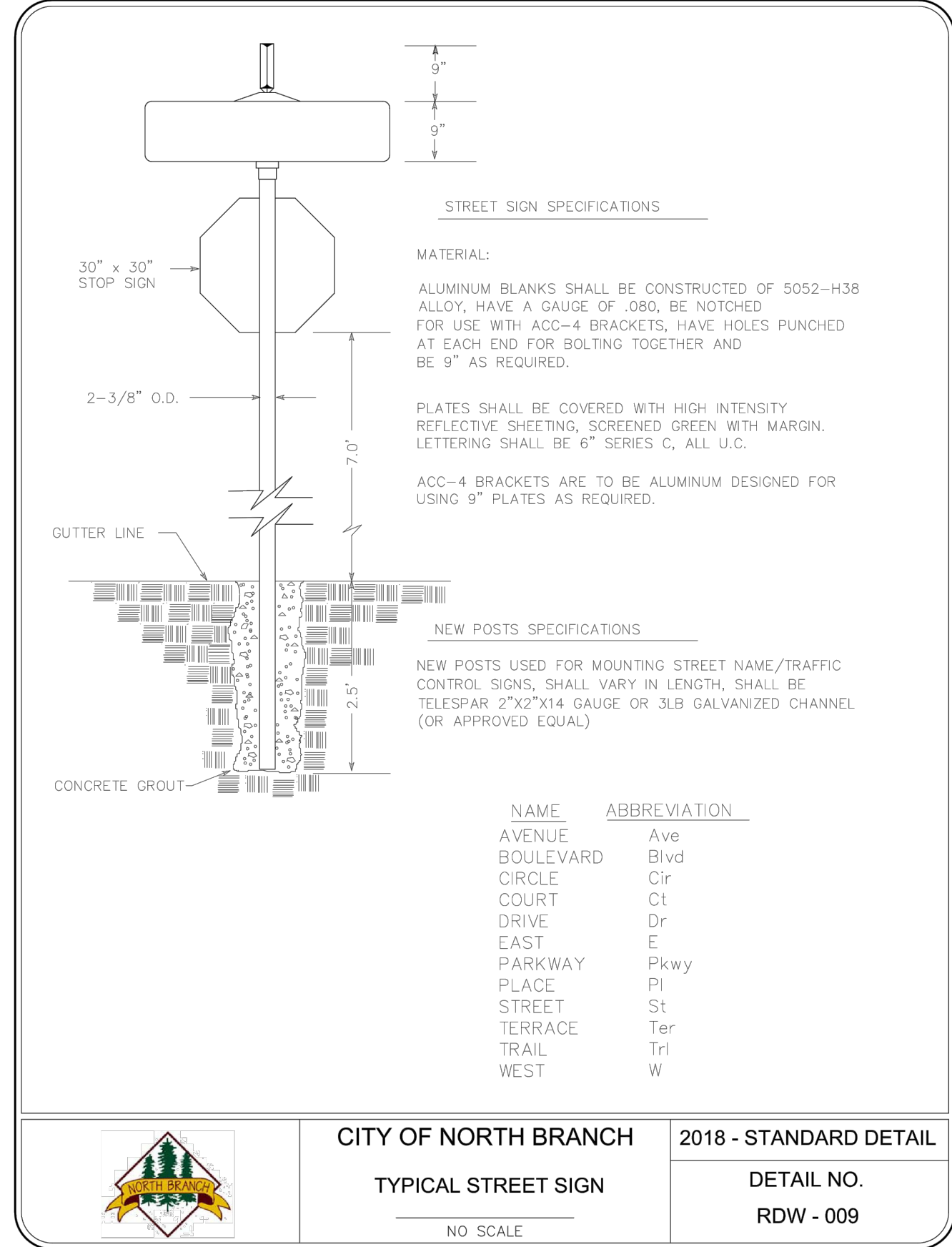
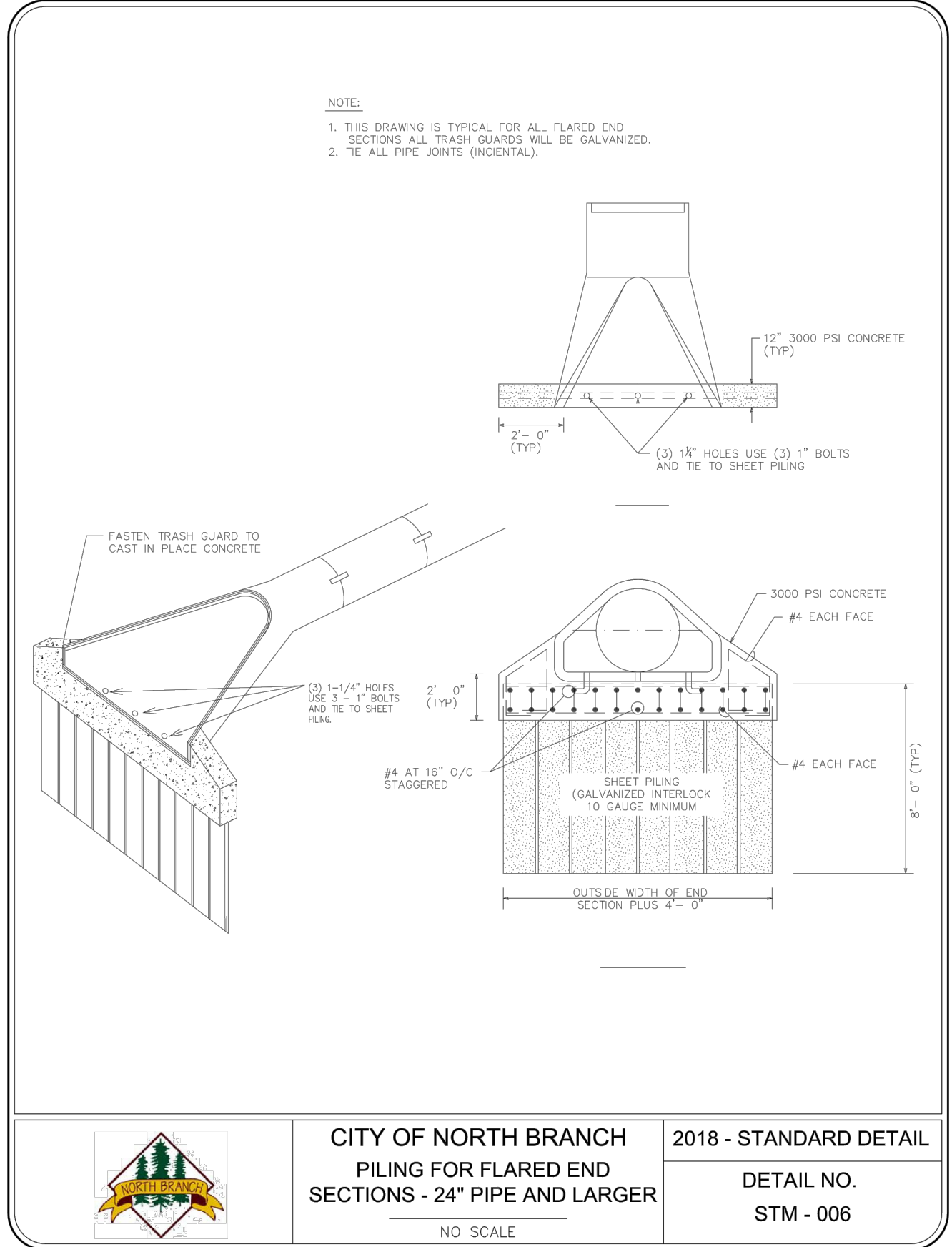
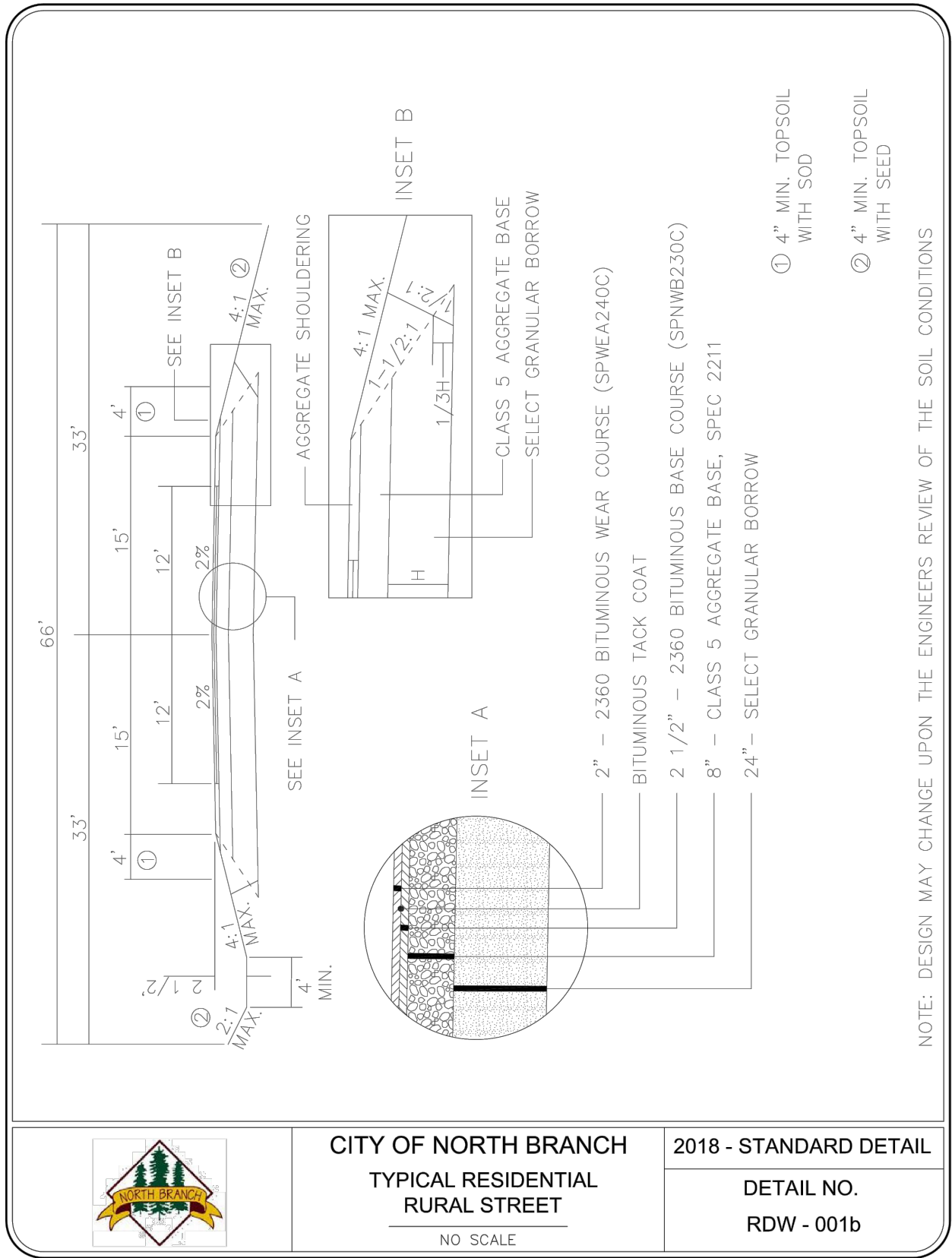
C412



PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



THE FOLLOWING STANDARD PLATES SHALL APPLY ON THIS PROJECT.

PLATE NO.		MnDOT STANDARD PLATES
3000	L	REINFORCED CONCRETE PIPE
3006	G	GASKET JOINT FOR R.C. PIPE
3007	E	SHEAR REINFORCEMENT FOR PRECAST DRAINAGE STRUCTURES
3040	F	CORREGATED METAL PIPE CULVERT
3100	G	CONCRETE APRON FOR R.C. PIPE
3123	J	METAL APRON FOR C.S. PIPE
3124	B	METAL APRON CONNECTION
3133	D	RIP RAP AT RCP OUTLETS
3145	G	CONCRETE PIPE TIES
3221	C	CORREGATED STEEL PIPE COUPLING BAND
4006	L	MANHOLE OR CATCH BASIN (DESIGN H)
4011	E	PRECAST CONCRETE BASE
4022	A	MANHOLE OR CATCH BASIN COVER (3' x 2' OPENING)
4026	A	ENCASED CONCRETE ADJUSTING RINGS
4101	D	RING CASTING FOR MANHOLE OR CATCH BASIN (NO. 700-7)
4108	F	ADJUSTING RINGS
4110	F	COVER CASTING FOR MANHOLE
4180	J	MANHOLE OR CATCH BASIN STEP
7100	H	CONCRETE CURB AND GUTTER (DESIGN B)
7102	K	CONCRETE CURB AND GUTTER (DESIGN D, DESIGN S)
7111	J	INSTALLATION OF CATCH BASIN CASTINGS
8000	J	STANDARD BARRICADE
8002	G	PERMANENT BARRICADE

CITY OF NORTH BRANCH
STANDARD MNDOT PLATES
NO SCALE

2018 - STANDARD DETAIL
DETAIL NO. MISC - 001

1:100000000 Drawings\Call 190509 C501 DETAIL S.dwg

5	10/01/2021	FINAL PLAT RESUBMITTAL
4	08/20/2021	FINAL PLAT RESUBMITTAL
3	08/06/2021	FINAL PLAT RESUBMITTAL
1	07/28/2020	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
WINWARD DEVELOPMENT, LLC.

10921 WILCOX ROAD
NORTH BRANCH, MN 55056



COPYRIGHT 2019 BY LHB, INC.
ALL RIGHTS RESERVED.

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: *Adam Besse*

TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 10/01/2021

CHECK BY: *BB*

DRAWN BY: *BB*

PROJECT #:
190509

CITY STANDARD PLATES
PRESERVE AT SPRING HILL 2ND ADDITION
DEVELOPMENT PLAN

NORTH BRANCH, MN

SHEET
C502

- STONE SIZE: USE 2" STONE OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- THICKNESS: NOT LESS THAN (8) INCHES.
- FILTER CLOTH: SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
- MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
- WASHING: WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT.



PERMIT REVIEW
NOT FOR CONSTRUCTION
10/01/2021



5	10/01/2021	FINAL PLAT RESUBMITTAL	CLIENT: WINWARD DEVELOPMENT, LLC. 10921 WILCOX ROAD NORTH BRANCH, MN 55056	 PERFORMANCE DRIVEN DESIGN. LHBcorp.com 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029	COPYRIGHT 2019 BY LHB, INC. ALL RIGHTS RESERVED. 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: 	CHECK BY: BBB DRAWN BY: BBB	PROJECT #: 190509	CITY STANDARD PLATES - PRESERVE AT SPRING HILL 2ND ADDITION DEVELOPMENT PLAN NORTH BRANCH, MN	SHEET C503
4	08/20/2021	FINAL PLAT RESUBMITTAL							
3	08/06/2021	FINAL PLAT RESUBMITTAL							
1	07/28/2020	FINAL PLAT SUBMITTAL							
NO	DATE	ISSUED FOR							



Prepared By: Colette Baumgardner, WSB Graduate Community Planner

Presenter: Colette Baumgardner, WSB Graduate Community Planner

Date: 10/03/2024

Board & Commission: City Council

Subject: Ordinance 389-24 Modifying Chapter 6 Regarding the Keeping of Domestic Fowl and Honeybees on Residential Properties

Recommended Action

Motion to approve Ordinance 389-24 Modifying Chapter 6 Regarding the Keeping of Domestic Fowl and Honeybees on Residential Properties and authorize the publication by title and summary.

Overview / Background

At the April 23, 2024 meeting, the City Council heard from a resident regarding the keeping of chickens on residential lots zoned R1 – Single Family residential. At the June 11, 2024 meeting the City Council discussed the issue further. Generally, the Council was in support of allowing the use on residential lots, but wanted some protections to have the chickens not become a nuisance to surrounding properties.

At the August 6, 2024 Planning Commission meeting, the Commissioners discussed the keeping of chickens on lots through the City. Generally, the Commissioners had consensus that chickens should be permitted as an accessory use in residential districts. Staff took the feedback provided by the Planning Commission and has proposed the changes found in the attachments.

There are two Chapters in the City Code that regulate the keeping of domestic fowl - Chapter 6 Animals and Chapter 66 Zoning. Chapter 6 Animals sets the standards for keeping of domestic fowl on residential properties. Chapter 66 Zoning describes the districts where the use is permitted, and the activity is allowed as principal or accessory use. Ordinance 388-24 amends Chapter 66 Zoning and describes the zoning districts where the Keeping of Domestic Fowl and

Honeybees is permitted as an accessory use. Ordinance 389-24 amends Chapter 6 Animals and sets the standards for people who would like to keep domestic fowl and honeybees on their property.

Issue(s) to Consider

1. Lot Size and Setbacks
2. Accessory Structure
3. Permit Requirements
4. Performance Standards

Analysis of Issue(s)

1. Lot Size and Setbacks

Based on Commissioner discussion, staff is not recommending a minimum lot size for the keeping of chickens. However, based on the setback requirements proposed, individuals with small lots may not be able to have chickens. These setback requirements are intended to help prevent chickens from becoming a nuisance to their neighbors. See the proposed setback requirements below.

Coops, pens and other structures for domestic fowl shall be located such that it meets all the following requirements:

- i) All structures shall meet the structure setback requirements of the zoning district and any overlay zoning districts where the parcel is located. ~~;~~ ~~and,~~ plus a
- ii) All structures shall maintain a minimum setback of twenty (20) feet from dwellings on adjacent properties.
- iii) All structures must be located at least ten feet from any other buildings on the same lot, including accessory buildings.
- iv) All structures shall be located outside of any form of easement or right-of-way.
- v) All structures shall be located in rear yards only.

The only setback that is unique to the keeping of fowl is for structures to be setback a minimum of 20 feet from dwellings on the adjacent properties. The other setback requirements are standard for accessory structures within the City Code.

2. Permit Requirements

During the August meeting, the Planning Commission and Staff discussed where it would be easier to require a permit for chickens or to handle any situations that may arise

through the code enforcement process. There are pros and cons to each, and ultimately Staff recommend that residents apply for a site/locate permit prior to installing a coop, run, hive, or any related structure. This permit provides the opportunity to review the location of future structures for setback requirements and overall size. It is important for structures to meet these setbacks, especially for being located out of easements. Many individuals are unaware of where drainage and utility easements are located on their property, and these locations need to be kept clear for proper maintenance and waterflow.

As noted in the August Planning Commission meeting, owners of chickens can grow to be very attached to the chickens, and this can make code enforcement action challenging. If a property does not have suitable location for a chicken coop or run, staff would rather address this issue during a permit review than during a code enforcement action requesting removal of the chickens from the property.

During the October Planning Commission meeting, the Commissioners discussed wanting to see a chicken license be implemented instead of a site/locate permit. The Commissioners would like to reduce the barrier to entry for owning chickens and expressed that the chicken license could be done at a reduced fee than the site/locate permit. The chicken license would allow the City to have contact information for chicken owners in case of a bird flu outbreak and give staff the opportunity to explain the rules for chickens when administering the license. No site inspections would be required with a license.

A new license type requires amending the fee schedule and creating a new “Fowl and Honeybees” license. The Council is asked to consider the pros/cons of the license versus the site/locate permit. The Council is also asked to consider what an appropriate fee would be for this license. The ordinance presented reflects the request of the Planning Commission to have a chicken license created.

3. Accessory Structure Requirements

The existing code states that a coop would count toward the number of accessory structures if it is larger than 120 sq ft. Staff agrees that would be a reasonable threshold. This threshold will help to reduce the visual clutter on a property, while allowing for a reasonable size for the keeping of fowl. All structures relating to the keeping of fowl and bees will be required submit a site/locate permit, and a structure greater than 200 sq ft would require a building permit as required by State Building Code.

4. Performance Standards

Generally, Staff are not proposing any changes to the performance standards related to the type of animal or conditions of the facility for the keeping of chickens. The existing standards require that the coop/run is kept in a way that does not attract pests and it is built to an appropriate size and standard for fowl in winter weather conditions.

Staff are proposing to clarify the allowed number of chickens by lot size. The existing code states "total number of domestic fowl may not exceed 5 fowl per acre." This code would not allow for domestic fowl on lots under one acre in size, which does not align with the Planning Commission direction in August 2024.

Staff reviewed surrounding communities allowances for the number of fowl on residential lots and have created the summary below.

	Zoning Districts	Number allowed
Rush City	R-1 and R-2	Max of 6 allowed
Cambridge	R-1 and R-1A	6 fowl max on < 3 acres 12 fowl max on > 3 acres
St. Francis	RR and R-1	5 chicken max on <2.5 acres 10 chicken max on >2.5 acres
Wyoming	R1, R2, R3, R4	4 fowl on < 2 acres 4 per acre on > 2 acres

Given the surrounding communities allowances and the general direction of a permissive approach in North Branch, staff created the table below for the number allowed per lot.

Lot Size (acres)	Maximum Number Allowed
0 – 0.99	5
1 – 2.99	10
3 +	15

Planning Commission Summary

The Planning Commission discussed the keeping of domestic fowl during their August and October meetings. The Commissioners are not required to review changes to Chapter 6 of the City Code, but the keeping of domestic fowl and honeybees have a strong connection to zoning and uses allowed in all districts. The Commissioners were in support of the use being permitted as accessory to a single family home, setbacks, density, and overall structure requirements. However, the Planning Commissioners expressed wanting to see the keeping of these animals done through a license, not a permit. Staff have amended the ordinance to reflect this request from the Commission. The Planning Commission unanimously recommended approval of the amendment.

Attachments

1. Ordinance 389-24
2. August 6, 2024 Planning Commission Staff Report

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 389-24

ORDINANCE 389-24 MODIFYING CHAPTER 6 REGARDING THE KEEPING OF DOMESTIC FOWL AND HONEYBEES ON RESIDENTIAL PROPERTIES

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

Section 1. Modifying Section 6-81 Regarding Livestock and Livestock Operations as it relates to the Keeping of Domestic Fowl and Honeybees

City Code Section §6-81 is hereby amended by adding the following underlined language and deleting the following ~~strike through~~ language.

1. Required Permits.

- a. In AG and RR districts ~~only~~, livestock may be raised or bred without a permit provided that the number of animals, density, and other characteristics of the use comply with the Performance Standards in this section.
- b. ~~The Keeping of Domestic Fowl and Honeybees as described in Section 6-82 requires a license prior to the keeping of fowl and honeybees and the construction of any required structures, such as a coop, run, or hive.~~
- c. Any person owning or seeking to conduct a livestock operation with a higher density (number of animals per grazable acre) than permitted by the Performance Standards in this section ~~or to conduct any livestock operation in any zoning district other than AG or RR~~ shall obtain a Conditional Use Permit. The CUP application shall include a manure management plan.
- d. Any person owning or seeking to operate a Feedlot in the City shall obtain a Conditional Use Permit. The CUP application shall include a manure management plan.

2. Other Requirements. Livestock and livestock operations must comply with all rules and regulations of Federal, State, County and local agencies.

~~43.~~ Performance Standards. Livestock and livestock operations must comply with all of the following standards regardless of the number of animal units on the property or whether a permit is required:

a) Minimum Lot Size. No livestock, with the exception of domestic fowl and honeybees, shall be placed on any site of less than five (5) acres. For purposes of this section, five (5) acres may include the road right-of-way.

b) Required Setbacks for Domestic Farm Animals.

1. Accessory structures used to shelter domestic farm animals on properties 5 (five) acres in size or larger and the boundaries of designated pasture areas shall meet the following setback requirements:

- a. Any property line - 100 feet
- b. Any existing well or residential structure on the same parcel - 50 feet
- c. Any lake, stream or wetland - 200 feet
- d. Animal equivalents. The following equivalents shall apply when determining animal units and animal densities per acre.

- 2. one mature dairy cow 1.4
- 3. one slaughter steer or heifer 1.0
- 4. one horse 1.0
- 5. one swine 0.4
- 6. one goose or turkey 0.2
- 7. one goat or sheep 0.1
- 8. one chicken, duck or pigeon 0.01

For animals not listed above, the number of animal units shall be defined as the average weight of the animal divided by one thousand (1,000) pounds.

ed) Animal density. A minimum of two (2) grazable acres shall be provided for each animal unit or its equivalent. Grazable acres shall be defined as acreage currently providing enough pasture or other agricultural crops capable of supporting summer grazing at the density stated above.

The keeping of livestock in greater density than allowed as stated above shall require a conditional use permit. To obtain such permit, the applicant must demonstrate that facilities are present and appropriate practices are being employed to preclude surface or ground water contamination, excessive manure accumulation, odor, noise and other nuisances.

fe) Feedlots

1. Required setbacks. The following shall be the minimum setback

requirements for feedlots.

- a) County Parks 300 feet
- b) DNR protected water course or lakes 300 feet
- c) Wetlands 75 feet
- d) Private Well..... 100 feet

2. The construction of an earthen waste storage basin is permitted.

- a) The structure shall not be used for the storage of animal manure for a period in excess of 12 months or the time period for which it was designed.
- b) The design of the structure shall be prepared and designed by a registered Professional Engineer or staff from Chisago County qualified in the design of earthen structures or prepared by other professionals specializing in the design of such structures and with the proper training for such design and signed by a registered Professional Engineer.

3. Earthen waste storage basins, feedlots, and manure storage areas shall not be placed on slopes which exceed 13%.

~~g~~f) Pastures. Livestock may graze within Shoreland and bluff impact zones provided permanent vegetation is maintained or a conservation plan has been submitted to the City and the County Zoning Administrator which is consistent with the technical guides of Chisago County.

~~h~~g) The minimum acreage, ~~and~~ animal density, ~~and setback~~ requirements in Sec. 6 – 81 are waived for keeping of honeybees and domestic fowl ~~meeting the standards set forth in Sec. 6-82. (chickens, turkeys, geese, ducks, turkeys, pheasants, Guinea hens, quail, and chuckers, except as specifically prohibited in Sec. 6—82 below) on lots smaller than 5 acres provided that the standards in Sec. 6—72 are met.~~

Section 2. Modifying Section 6-82 regarding the standards for the keeping of domestic fowl and honeybees.

City Code Section §6-82 is hereby amended by adding the following underlined language and

deleting the following ~~strike through~~ language.

Sec 6-82 Keeping of Domestic Fowl And Honeybees on Residential Properties On Lots Smaller Than Five (5) Acres

1. The keeping of honeybees and/or ~~up to five (5)~~ domestic fowl requires a license prior construction of any required structures, such as a coop, run, or hive, ~~on a lot that is smaller than five (5) acres does not require a City permit.~~
2. The total number of domestic fowl per lot may not exceed the amount shown in the following table. ~~5 fowl per acre on a parcel that is less than five (5) acres in size and the coop and other structures must meet applicable setbacks.~~

<u>Lot Size (acres)</u>	<u>Maximum Number Allowed</u>
<u>0 – 0.99</u>	<u>5</u>
<u>1 – 2.99</u>	<u>10</u>
<u>3 +</u>	<u>15</u>

3. ~~The Keeping of Domestic Fowl and Honeybees is permitted as an accessory use in the districts described in Section 66-6. The principal use of the property shall be single-family residential and contain a single-family residential structure. Honeybees and domestic fowl shall not be permitted on vacant properties, or those containing multi-family residential uses, or those with principal commercial use. Coop structures used to house domestic fowl that are greater than 120 square feet in size shall comply with the Accessory structure limitations on the number and size of residential accessory structures permitted by Chapter 66.~~
4. The keeping of honeybees and domestic fowl on single-family lots ~~smaller than five (5) acres~~ shall comply with the following standards:
 - a. Hen chickens are permitted. Roosters are prohibited.
 - b. All chickens shall be of the subspecies Gallus gallus domesticus, and shall be tolerant of local climate conditions. All fowl species kept on parcels smaller than five (5) acres shall be domesticated varieties.
 - c. Guinea fowl are prohibited (members of the Family Numididae, genus Agelastes,

Numida, Guttera, or Acryllium).

- d. All domestic fowl shall be contained within the owner's parcel at all times.
- e. Domestic fowl shall not be kept inside the principal structure.
- f. Fowl may be slaughtered on the property in locations that are not visible to the public or adjacent properties.
- g. Coops and attached exercise pens (**runs**) shall be provided for all domestic fowl. Coops and **runs pens** shall be fully-enclosed including overhead areas, and shall be constructed of durable materials. The coop shall have sufficient windows for natural light. The floor area of the coop must equal at least two (2) square feet per fowl and the combination of the floor area and **run pen** area must equal at least ten (10) square feet of area per domestic fowl.
- h. Coop **and run** structures used to house domestic fowl that are greater than 120 square feet in size shall comply with the Accessory structure limitations on the number, ~~and~~ size, **and location** of residential accessory structures permitted by Section 66-898Chapter 66. A coop and run structure less than 120 square feet in size is exempt from accessory structure requirements and would not count toward the maximum number of accessory structures permitted.
- i. If the coop is larger than 200 square feet, the owner shall obtain a building permit. If electricity is to be provided for heating or lighting, the owner shall obtain an electrical permit.
- j. Coops, pens, **runs**, and other structures for domestic fowl shall **be located such that it** meets all the **following requirements:**
 - i) **All structures shall meet the structure** setback requirements of the zoning district **and any overlay zoning districts** where the parcel is located. ~~;~~ **and, plus a**
 - ii) **All structures shall maintain a minimum setback of twenty (20) feet from dwellings on adjacent properties.**
 - iii) **All structures must be located at least ten feet from any other buildings on the same lot, including accessory buildings.**
 - iv) **All structures shall be located outside of any form of easement or right-of-way.**
 - v) **All structures** shall be located in rear yards only.
- k. **One coop and run structure is permitted per lot.**
- l. No person may allow domestic fowl to range freely without fencing or without a mobile pen.
- m. All food stored for domestic fowl shall be kept in rodent-proof containers stored inside coops or other buildings.
- n. Structures and areas in which domestic fowl are kept or maintained, including coops and pens, shall be kept reasonable clean from filth, garbage, and any substances which attract rodents. All feces shall be collected regularly and properly disposed of on a regular basis

as fertilizer, composted, or transported off the premises.

- o. Honeybees and domestic fowl shall not be kept in such a manner as to constitute a public nuisance as defined by the City.
- p. Honeybee hives shall meet the livestock setback requirements of this ordinance. The colony shall be maintained in good order and shall not be nuisance to any member of the public.
- q. The City may enter and inspect any property, including the coop and back yard, at any reasonable time for the purpose of investigating a reported violation or to ascertain compliance or noncompliance with the City Code and Certificate of Compliance.

Section 3. Summary Publication

The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Ordinance 389-24 Modifying Chapter 6 Regarding the Keeping of Domestic Fowl and Honeybees on Residential Properties. The ordinance sets standards for the keeping of these animals on lots with single family homes including setbacks, density, and licensing.

Section 4. Effective Date.

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

Passed by the City Council of the City of North Branch, Chisago County, Minnesota, this 8th day of October, 2024.



Prepared By:
Colette Baumgardner, WSB Graduate Community Planner
Presenter: Nathan Sondrol, GIS Specialist/Parks Director
Date: 08/02/2024

Board & Commission: Planning Commission

Subject: Keeping of Chickens - Ordinance

Overview / Background

At the April 23, 2024, meeting, the City Council heard from a resident regarding the keeping of chickens on residential lots zoned R1 – Single Family residential. At the June 11, 2024, meeting, the City Council discussed the issue further. Generally, the Council was in support of allowing the use on residential lots, but wanted some protection to have the chickens not become a nuisance to surrounding properties.

While the keeping of chickens is not in the zoning code requiring Planning Commission review, it is a zoning-related issue that Staff thought the Planning Commission should provide input on.

Current Code Analysis

Currently, chickens are not permitted in the R1 zoning district. Per the Zoning Use Table in [Section 66-6](#), chickens are only permitted on land zoned RR – Rural Residential and AG – Agriculture. Chickens, Turkeys and Ducks were permitted in the R1 zoning district prior to 2020. See attached ordinance 239-16

Chickens are currently considered as “livestock” as defined in Section 6-2 of the City Code. Therefore, they have been restricted to the RR and AG zoning districts.

Livestock shall be defined as any animals (excluding rabbits, dogs, and cats) including farm animals, wild animals, and exotic or unusual animals, or any animal used for breeding purposes.

However, the code does have standards for “Domestic Fowl And Honeybees On Lots Smaller Than Five (5) Acres” in Section 6-82 of the City Code. These standards have only been applied to lots smaller than five acres in the RR and AG zoning districts. The full text of Section 6-82 is

included as an attachment. In summary, Section 6-82 contains standards on the number of fowl, compatible principal uses, the types of fowl allowed, and the location and size of the structure where they are housed. The current code requires that coops/runs meet the structure setback requirements of the district and maintain a minimum setback of twenty (20) feet from dwellings on adjacent properties.

The code could be adjusted to exclude domestic fowl and honeybees as livestock and add the "keeping of domestic fowl and honeybees" as a permitted use in all districts. However, Staff would like to know if Commissioners would like additional standards to be added, specifically related to lot size, setbacks, and structure types.

Key Discussion Items

- **Lot size** - Does there need to be a minimum lot size for the keeping of domestic fowl?
- **Setbacks** - For lots less than 5 acres, the code currently requires coops, pens, and other structures for domestic fowl to meet standard setback requirements, be 20' from dwellings on adjacent properties, and located in rear yards only.
- **Permit requirements** - Section 6-82 currently states that no permit is required. Staff recommends a permit be required similar to that of a Site/Locate permit. The permit review would be to make sure the structure meets setbacks and the standards set forth in the ordinance. The permit also helps to enforce the use if a problem were to arise.
- **Accessory structure** - In the Zoning Code, Section 66-898 limits the size and number of accessory structures permitted on a lot by lot size. Would a chicken coop count toward the number of accessory structures permitted on a lot?
If it does not count as an accessory structure, staff would recommend having a maximum allowable size put in place and a restriction on the use as only being for the keeping of fowl. Therefore, if the coop were to be used as storage and become a nuisance, code enforcement action could be taken.
- **Districts** - What zoning districts would this be allowed in? All single family residential? Select multifamily uses? Central Business District?

Other Communities Requirements

City	Zoning Districts	Lot Size	Setbacks	Permit Needed?	Count as accessory structure?	Other standards
Rush City	R-1 and R-2	None, max of 6 allowed	20' property line Closer to principal dwelling on proposed property than any adjacent principal dwellings	Yes	Not stated	Require 60% of neighbors to consent Require floor space per chicken

Cambridge	R-1 and R-1A	6 fowl max on < 3 acres 12 fowl on > 3 acres and zoned residential	Accessory Structure setback + 30' from dwelling on adjacent properties	Yes	Not stated	
St. Francis	RR and R-1	No minimum	15' property line Closer to principal dwelling on proposed property than any adjacent principal dwellings	Yes	No	Require a certain amount of run/coop area per chicken

Previous North Branch Code

Staff Recommendations

Staff is primarily looking for input at this time. When looking at the neighboring communities, staff would provide the following summary for North Branch below.

- **Lot size** - No lot size minimum. Consider the minimum number per lot.
- **Setbacks** - The current standards are comparable to surrounding communities' requirements.
- **Permit requirements** - All other communities require a permit. Staff recommends requiring a permit.
- **Accessory structure** - This varies by community. From an administrative standpoint, it would be simpler if the coop/run did not count towards the number of accessory structures.
- **Districts** - Other communities allow on residential properties, not commercial or mixed-use areas.

Attachments

1. City Code Section 6-82
2. Rush City Code
3. Cambridge Code
4. St. Francis Code

Voting Requirements:

Voting Options **Simple Majority**

Sec 6-2 Definitions

Livestock shall be defined as any animals (excluding rabbits, dogs, and cats) including farm animals, wild animals, and exotic or unusual animals, or any animal used for breeding purposes.

Sec 6-80 Keeping Livestock

Except as provided in the zoning regulations in chapter 66, it shall be unlawful for any person to possess or harbor any livestock within the corporate limits of the city. This section shall not apply to traveling zoos, circuses, or other traveling commercial animal exhibitions or small native wildlife species where possession has been specifically permitted by the state.

Sec 6-81 Livestock And Livestock Operations

1. Required Permits.

a) In AG and RR districts only, livestock may be raised or bred without a permit provided that the number of animals, density, and other characteristics of the use comply with the Performance Standards in this section. b) Any person owning or seeking to conduct a livestock operation with a higher density (number of animals per grazable acre) than permitted by the Performance Standards in this section or to conduct any livestock operation in any zoning district other than AG or RR shall obtain a Conditional Use Permit. The CUP application shall include a manure management plan. c) Any person owning or seeking to operate a Feedlot in the City shall obtain a Conditional Use Permit. The CUP application shall include a manure management plan.

2. Other Requirements. Livestock and livestock operations must comply with all rules and regulations of Federal, State, County and local agencies.

3. Performance Standards. Livestock and livestock operations must comply with all of the following standards regardless of the number of animal units on the property or whether a permit is required:

a) Minimum Lot Size. No livestock, with the exception of domestic fowl and honeybees, shall be placed on any site of less than five (5) acres. For purposes of this section, five (5) acres may include the road right-of-way. b) Required Setbacks for Domestic Farm Animals.

1) Accessory structures used to shelter domestic farm animals on properties 5 (five) acres in size or larger and the boundaries of designated pasture areas shall meet the following setback requirements:

a) Any property line - 100 feet b) Any existing well or residential structure on the same parcel - 50 feet c) Any lake, stream or wetland - 200 feet

c) Animal equivalents. The following equivalents shall apply when determining animal units and animal densities per acre:

1. one mature dairy cow	1.4	2. one slaughter steer or heifer	1.0
3. one horse	1.0	4. one swine	0.4
5. one goose or turkey	0.2	6. one goat or sheep	0.1
7. one chicken, duck or pigeon	0.01		

For animals not listed above, the number of animal units shall be defined as the average weight of the animal divided by one thousand (1,000) pounds.

d) Animal density. A minimum of two (2) grazable acres shall be provided for each animal unit or its equivalent. Grazable acres shall be defined as acreage currently providing enough pasture or other agricultural crops capable of supporting summer grazing at the density stated above.

The keeping of livestock in greater density than allowed as stated above shall require a conditional use permit. To obtain such permit, the applicant must demonstrate that facilities are present and appropriate practices are being employed to preclude surface or ground water contamination, excessive manure accumulation, odor, noise and other nuisances.

e) Feedlots

1. Required setbacks. The following shall be the minimum setback requirements for feedlots.

a) County Parks 300 feet b) DNR protected water course or lakes 300 feet c) Wetlands 75 feet d) Private Well..... 100 feet

2. The construction of an earthen waste storage basin is permitted.

a) The structure shall not be used for the storage of animal manure for a period in excess of 12 months or the time period for which it was designed.

b) The design of the structure shall be prepared and designed by a registered Professional Engineer or staff from Chisago County qualified in the design of earthen structures or prepared by other professionals specializing in the design of such structures and with the proper training for such design and signed by a registered Professional Engineer.

3. Earthen waste storage basins, feedlots, and manure storage areas shall not be placed on slopes which exceed 13%.

f) Pastures. Livestock may graze within Shoreland and bluff impact zones provided permanent vegetation is maintained or a conservation plan has been submitted to the City and the County Zoning Administrator which is consistent with the technical guides of Chisago County.

g) The minimum acreage and animal density requirements in Sec. 6 – 81 are waived for keeping of honeybees and domestic fowl (chickens, turkeys, geese, ducks, turkeys, pheasants, Guinea hens, quail, and chuckers, except as specifically prohibited in Sec. 6 – 82 below) on lots smaller than 5 acres provided that the standards in Sec. 6 - 72 are met.

Sec 6-82 Domestic Fowl And Honeybees On Lots Smaller Than Five (5) Acres

1. The keeping of honeybees and/or up to five (5) domestic fowl on a lot that is smaller than five (5) acres does not require a City permit.

2. The total number of domestic fowl may not exceed 5 fowl per acre on a parcel that is less than five (5) acres in size and the coop and other structures must meet applicable setbacks.

3. The principal use of the property shall be single-family residential and contain a singlefamily residential structure. Honeybees and domestic fowl shall not be permitted on vacant properties or those containing multi-family residential uses. Coop structures used to house domestic fowl that are greater than 120 square feet in size shall comply with the Accessory structure limitations on the number and size of residential accessory structures permitted by Chapter 66.

4. The keeping of honeybees and domestic fowl on lots smaller than five (5) acres shall comply with the following standards:

a) Hen chickens are permitted. Roosters are prohibited. b) All chickens shall be of the subspecies *Gallus gallus domesticus*, and shall be tolerant of local climate conditions. All fowl species kept on parcels smaller than five (5) acres shall be domesticated varieties. c) Guinea fowl are prohibited (members of the Family Numididae, genus *Agelastes*, *Numida*, *Guttera*, or *Acryllium*). d) All domestic fowl shall be contained within the owner's parcel at all times. e) Domestic fowl shall not be kept inside the principal structure. f) Fowl may be slaughtered on the property in locations that are not visible to the public or adjacent properties. g) Coops and attached exercise pens shall be provided for all domestic fowl. Coops and pens shall be fully-enclosed including overhead areas, and shall be constructed of durable materials. The coop shall have sufficient windows for natural light. The floor area of the coop must equal at least two (2) square feet per fowl and the combination of the floor area and pen area must equal at least ten (10) square feet of area per domestic fowl. h) If the coop is larger than 200 square feet, the owner shall obtain a building permit. If electricity is to be provided for heating or lighting, the owner shall obtain an electrical permit. i) Coops, pens and other structures for domestic fowl shall meet the structure setback requirements of the zoning district where the parcel is located, plus all structures shall maintain a minimum setback of twenty (20) feet from dwellings on adjacent properties, and shall be located in rear yards only. j) No person may allow domestic fowl to range freely without fencing or without a mobile pen. k) All food stored for domestic fowl shall be kept in rodent-proof containers stored inside coops or other buildings. l) Structures and areas in which domestic fowl are kept or maintained, including coops and pens, shall be kept reasonable clean from filth, garbage, and any substances which attract rodents. All feces shall be collected regularly and properly disposed of on a regular basis as fertilizer, composted, or transported off the premises. m) Honeybees and domestic fowl shall not be kept in such a manner as to constitute a public nuisance as defined by the City. n) Honeybee hives shall meet the livestock setback requirements of this ordinance. The colony shall be maintained in good order and shall not be nuisance to any member of the public. o) The City may enter and inspect any property, including the coop and back yard, at any reasonable time for the purpose of investigating a reported violation or to ascertain compliance or noncompliance with the City Code and Certificate of Compliance.

CITY OF NORTH BRANCH

STATE OF MINNESOTA

COUNTY OF CHISAGO

ORDINANCE NO. 239-16

**AN ORDINANCE AMENDING THE NORTH BRANCH ZONING CODE, BY
MODIFYING ADDING LANGUAGE TO THE ORDINANCE REGULATING CHICKENS,
TURKEYS AND DUCKS**

THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA ORDAINS:

SECTION 1 AMENDMENT

Sec. 66-949. - Chickens, ducks, turkeys and chicken, turkey and duck keeping.

The city allows the keeping of chickens, turkeys and ducks on residential properties, subject to the following requirements:

- (a) Coops or enclosures are required and shall:
 - (1) Meet all setback requirements for the zoning district of the property.
 - (2) Coops be located consistent with Code section 66-898(b).
 - (3) Be at least ten feet from a side or rear property line.
 - (4) Not be located in a drainage or utility easement or in a shoreland protection area or in a wetland setback area.
 - (5) Shall be at least 30 feet from any residential dwelling on any adjacent property.
- (b) On properties that are less than five acres in size, outdoor pens attached to the coop must be fully enclosed to contain chickens within the pen area.
- (c) The owner must keep the chickens, turkey and ducks in a coop or fenced area. The city does not allow the keeping of free range of chickens and turkeys on properties less than five acres in size. Free range is allowed if the animals are supervised and fenced.
- (d) Animal fighting is prohibited.
- (e) There shall be no roosters on properties that are less than five acres of size.
- (f) The property owner shall maintain the coops and/or enclosures such that they are in good shape, not unsightly and free from major defects.
- (g) The property owner shall properly store all animal feed such to ensure that it does not Attract insect or rodents.
- (h) The property owner shall dispose of all animal waste in an appropriate manner.

Ordinance No. 239-16

Page 2

- (i) Are prohibited in multifamily structures and or homes.
- (j) Sale of eggs is prohibited in residentially zoned properties zoned R1, R2, R3 and R4.
- (k) The slaughtering of chickens, turkeys and ducks in view of the public is prohibited.
- (l) All coops, regardless if they have heat-lamps or not, shall be located 10 feet or further from any primary structure.
- (m) The maximum total number of chickens, turkeys and ducks allowed on properties is as follows:

Lot size (acres)	Maximum Number Allowed
Less than 1 acre	6
1.0—2.5	12
2.5—5.0	25
5.01—10.0	50

SECTION 2 EFFECTIVE DATE

This Ordinance shall take full effect and be in full force after its passage and publication according to law.

Passed and adopted this 12th day of April 2016.

CITY OF NORTH BRANCH

BY: 
Kirsten Hagen-Kennedy, Mayor

ATTEST: _____
Bridgitte Konrad, City Administrator

1004.12: ANIMALS.

Subd. 1: Keeping of Chickens.

A. Administrative Permit Required:

- 1. The keeping of chickens may be allowed upon a property developed with a single-family detached dwelling unit within the R-1 Single-Family Residential District and R-2 Two-Family Residential District subject to approval of an administrative permit in accordance with Section 1006.08: Administrative Permits of this chapter and the provisions of this section.*
- 2. The application for an administrative permit shall include the information required by Section 1006.08: Administrative Permits of this chapter and the following additional information:*
 - a. The breed and number of chickens to be kept.*
 - b. A detailed sketch plan of the property drawn to scale including, but not limited to, the location and dimensions of the coop and run including setbacks to the property line and buildings located on the property.*
 - c. Specifications for the coop and run including, but not limited to, dimensions, exterior finish materials, height and construction methods.*
 - d. A written statement that the applicant will at all times keep the chickens in accordance with all of the conditions prescribed by the City, or modifications thereof, and that failure to obey such conditions will constitute a violation of the provisions of this chapter and will be grounds for cancellation of the permit.*
 - e. A written statement from at least 60% of abutting property owners (must share property lines) that they give consent for the applicant to keep chickens on the applicant's property.*
 - f. Any other information the City deems necessary to evaluate the application for compliance with the requirements of this chapter and the Rush City municipal code.*
- 3. An administrative permit approved in accordance with this section shall not be transferred to another owner upon the sale or change in occupancy of the property to which it is issued and shall not be transferred to another property.*

B. Performance Standards:

- 1. Premises Occupied by Owner. The owner of the chickens must occupy the premises for which the administrative permit is issued.*
- 2. Chickens.*
 - a. The maximum number of chickens allowed to be kept on a property shall be six (6) chickens.*
 - b. The keeping of roosters is prohibited.*
- 3. Coop and Outdoor Exercise Area Specifications: A structure for housing the chickens herein defined as a coop and outdoor exercise area herein defined as a run shall be provided for the keeping of chickens in accordance with requirements for accessory buildings and fences in this and the following requirements:*
 - a. Area.*

- (i) *The interior floor space of the coop shall provide a minimum of two (2) square feet for each chicken authorized by the administrative permit.*
 - (ii) *The coop shall not exceed thirty-two (32) square feet in area.*
- b. *Coop Exterior. The exterior finish of the coop shall be wood provided that the surfaces are painted or stained for exterior use or the wood is of proven durability for exterior use, such as cedar, redwood, or cypress.*
- c. *Coop Winterized. The coop shall be winterized so as to provide protection for the chickens during winter.*
- d. *Enclosed Run. A run with sides and overhead fully enclosed by fencing or wire mesh or netting with a minimum area of five (5) square feet and maximum area of twenty (20) square feet per chicken authorized by the administrative permit shall be provided and attached to the coop so as to provide controlled access between the coop and run.*
- e. *Predators and Vermin Prevented Access. The construction of and materials used for the coop and run must be adequate to prevent access by predators and vermin.*
- f. *Location.*
 - (i) *The coop and run shall be located only within a rear yard as defined by this chapter.*
 - (ii) *The coop and run shall be set back a minimum of twenty feet (20') from any lot line.*
 - (iii) *The coop and run shall not be located within a drainage and utility easement.*
 - (iv) *The coop and run shall be located closer to the principal dwelling upon the property to which the administrative permit is issued than any other residential dwelling on an abutting property.*
- 4. *Confinement. Chickens shall be confined inside of a coop from sunset to sunrise each day to prevent attracting predators and minimize nuisance noise.*
- 5. *Keeping of Feed: All feed for chickens shall be stored inside of an enclosed structure or within a watertight and vermin proof container.*
- 6. *Waste.*
 - a. *The chicken coop and run shall be kept in a sanitary and odor free condition, including the regular and frequent removal, storage in a leak proof container, and proper disposal of any accumulated feces or waste that may create a hazard to public health, safety, and welfare.*
 - b. *Feces, discarded feed, and chicken carcasses shall not be composted or buried upon the property.*
- 7. *Prohibited Activities.*
 - a. *No chicken shall be permitted to roam freely in any area not on the premises to which an administrative permit has been issued in accordance with this section.*
 - b. *Chickens shall not be kept or allowed at any time within a residential dwelling or accessory structure other than a coop allowed by this section.*

- c. *Eggs from chickens kept upon the property to which the administrative permit is issued are for personal use and consumption by the occupants and shall not be offered for sale or sold.*
- d. *The slaughtering of chickens upon a residential property is prohibited.*
- e. *Chickens shall not be kept for breeding purposes.*

C. Administration and Enforcement.

- 1. *The administrative permit shall be administered in accordance with Section 1006.08 Administrative Permits of this chapter.*
- 2. *The premises, including the chicken coop and run, for which a permit is issued in accordance with this section shall at all reasonable times be open to inspection by the City to determine compliance with the requirements of the administrative permit, this section, or other provisions of this chapter relating to public health, safety, and welfare.*
- 3. *The City, upon written notice, may revoke a permit for failure to comply with provisions of this Section or any of the permit's conditions. (Amended 01-9-23, Ord. 2023-01)*

(K) *Abandonment.* Any solar energy system which is inoperable for twelve (12) successive months shall be deemed to be abandoned and shall be deemed a public nuisance. The owner shall remove the abandoned system at their expense after obtaining a demolition permit.

§ 156.067 KEEPING OF FOWL

(A) Purpose. It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. Therefore, it is the purpose and intent of this ordinance to permit the keeping and maintenance of fowl for eggs and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.

(B) Interim Use Permit Required. No person shall own, keep, harbor, or have custody of any live fowl without first obtaining an Interim Use Permit and paying a fee not to exceed \$150.00 for this permit.

(1) The keeping of any poultry besides fowl is prohibited.

(2) Roosters are prohibited

(3) Sale of eggs in a residential district is prohibited.

(4) Live slaughter is prohibited.

(5) Fowl fighting shall not be allowed within city limits.

(6) Leg banding of all fowl is required with serial numbers to identify the owner. An owner will have a set range of serial numbers associated for his/her chickens as noted on the Interim Use Permit application for the keeping of fowl.

(7) The maximum total number of fowl allowed on properties are as follows:

a. Less than three (3) acres – 6 fowl total

b. More than three (3) acres – 12 fowl total

(8) fowl shall not be kept in a residential house or an attached or detached garage.

(9) A separate coop is required to house the fowl. Coops must be constructed and maintained to meet the following minimum standards:

a. A site plan illustrating the location of the coop and run must be reviewed and approved by the Zoning Administrator.

b. Coops must be located in the interior side or rear yard

- c. Coops must meet all accessory structure setback requirements for the zoning district of the property and must be at a minimum of ten (10) feet from a side or rear property line and thirty (30) feet from any residential dwelling on adjacent properties or any road right-of-way.
 - d. Coops shall not be located in a drainage or utility easement or in a shoreland protection area or in a wetland setback area.
 - e. Construction shall be adequate to prevent access by rodents and predators.
 - f. Coops shall be maintained so they are not unsightly and free from major defects.
 - g. Coops must be constructed of materials which are durable and compatible with your house and neighboring residential properties.
- (10) On properties that are less than five acres in size, outdoor pens (also known as runs) are required and must be attached to the coop to fully enclose and contain fowl within the pen area.
- (11) Free range fowl on properties less than five (5) acres in size are prohibited. Free range fowl are allowed on properties five (5) acres or greater as long as the animals are supervised and fenced.
- (12) All premises on which fowl are kept or maintained shall be kept clean free from filth, garbage, and any substances which attracts rodents. The coop and its surroundings must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.
- (13) All food shall be stored in an enclosed, insect and rodent proof container.
- (14) Dead fowl shall be disposed of according to the applicable Minnesota Department of Health rules which require carcasses to be disposed of as soon as possible after death, usually within 48 to 72 hours. Legal forms of carcass disposal include offsite burial, offsite incineration or rendering, or offsite composting.

§ 156.068 TRAFFIC VISIBILITY AND CONTROL

- (A)** (1) A minimum sight triangle shall be established on each corner lot at every street intersection through which motorists shall have reasonable and unobstructed views. The minimum sight triangle is a triangle located at the corner of intersecting streets. The adjacent sides shall be located along the curb line or along the gutter line of streets without curb and gutter, and shall be 30 feet in length, except at controlled intersections the length shall be 15 feet. The third side shall be a straight line joining the end points of the adjacent sides.

10-68-14. Keeping of chickens.

- A. Definitions listed in Section 8-3-2 pertaining to the keeping of chickens shall apply to the following standards.
- B. On parcels of five (5) acres or more, the use standards for the Keeping of Animal and Fowl within Section 10-68-10 shall apply.
- C. On parcels of less than five (5) acres, the following standards for raising, harboring, maintaining, and keeping of chickens shall apply:
 - 1. The keeping of roosters is prohibited.
 - 2. The butchering of chickens on-site is prohibited.
 - 3. On properties of less than 2.5 acres, no more than five (5) chickens shall be kept on the permitted premises.
 - 4. On properties of 2.5 acres or more, no more than 10 chickens shall be kept on the permitted premises.
 - 5. Chickens must be confined on the permitted premises at all times in a chicken coop or chicken run, and may not be kept in any part of the principal dwelling, garage, front yard, or side yard.
 - 6. All chicken grains and feed must be stored in a rodent proof container.
 - 7. The use of chickens for cockfighting is prohibited.
 - 8. Fowl manure and other waste shall not be allowed to accumulate to create offensive odors. Accumulations of manure and other waste shall be removed at such periods as will insure that no objectionable aroma exists and the premises shall not be allowed to become unsightly or harbor rodents, flies, or insects.
 - 9. It is unlawful for any person to treat a chicken in a cruel or inhumane manner.
 - 10. It is unlawful for any person to keep a chicken in a coop or run infested by rodents, vermin, flies, or insects.
- D. Coop and Run
 - 1. All chickens shall be provided access to both a coop and run.
 - 2. A coop and run is exempt from accessory structure maximums as may be established in Chapter 10 of City Code.
 - 3. All fencing and electrical work associated with a chicken coop or run shall be consistent with applicable building and zoning codes, and all appropriate permits and/or licenses shall be obtained prior to construction.
 - 4. Any chicken coop or run shall be set back at least 15 feet from the property line, and shall be located closer to the principal dwelling on the permitted property than to any principal dwelling on adjacent properties.
 - 5. Any coop or run shall be set back at least 25 feet from the following features:
 - a. A delineated wetland edge;
 - b. The top of a bank of a pond, filtration basin, or infiltration basin.
 - 6. Chicken coops shall have a maximum footprint area of 10 square feet per chicken, and a minimum footprint area of five (5) square feet per chicken.

-
7. Chicken runs shall have a maximum footprint area of 20 square feet per chicken, and a minimum footprint area of 10 square feet per chicken.
 8. The coop shall be elevated a minimum of 12 inches off the ground, and may not exceed a height of six (6) feet as measured from the ground.
 9. No coop or run shall be located in any form of easement or right-of-way.
 10. Both the coop and run shall be completely enclosed and rodent proof.
 11. The coop shall provide adequate protection from the elements and shall be winterized if chickens are being kept between November 1st and April 30th of any given year.
 12. Once an owner is finished raising chickens or if a permit is revoked, the coop and run shall be removed from the property.
- E. No person shall own, harbor, or keep within the City a hen chicken unless a valid permit for such chicken has been obtained pursuant to the provisions in Section 8-3-2 of the City Code.

(Ord. 291, SS, 1-18-2022; Ord. 306, SS, § 3, 2-21-2023)



Prepared By: Carla Golden, Liquor Operations Director

Presenter:

Date: 10/04/2024

Board & Commission: City Council

Subject: Update and discussion Regarding Liquor Store Operations

Attached is the September Monthly Operations Report. Our gross margin for September was 27% between both stores. We had a profit of \$99,073.70. Overhead expenses come out of the overall profit. Expenses are down at Store 1, but are up at Store 2. During the budgeting process the last two years, I worked with Sharon and Nick on applying true expenses to both stores. There were operating expenses that were coming out of store 1, for store 2. We have adjusted those expenses to show the true probability of operating a second store in a city that has a private liquor store as well. Currently, our revenues are inline with expenses this year. Last year, we had higher expenses by replacing our cooler system at store 1, replacing the lights at store 2, and retirement PTO payouts. Building repair costs were \$41,299.20. Retirement PTO payouts were approximately \$30,000. All of these items are reflected in the overall profit last year.

With regard to more discussion on expenses, I would like to request a meeting with the executive committee to brainstorm more strategic planning in regard to staffing and expenses at both stores. Overhead expenses are high, operating two stores. One large store would be more beneficial to the community, and to show the community why shopping at your local municipal liquor store impacts the community.

The community should be aware of where the transfers from the liquor store are going. Whether it is to upgrade equipment in the parks, or to help fund the building of a splash pad for the community. There is value in shopping at your local municipal liquor store. The council is encouraged to set up a time and tour the stores to see what we are working with in regards to space issues.

Sharon and I talked with the attorney about reviewing the language in our lease agreement. We are looking into options to cut down on expenses at store 2. More information should be available at the October 22nd meeting.

Still working with Ragini, on getting the online store up and running as well.

Voting Requirements:

Voting Options **Simple Majority**



SEPTEMBER 2024 LIQUOR OPERATIONS REPORT

SALES

- Total sales for the month totaled **\$367,485.61** Cost of goods sold was **\$268,411.91**. Total profit was \$99,073.70. Our gross margin for the month was **27%**. Overhead expenses come out of our overall profit. We sold **26,187** items. Sales were stable compared to September 2023 with \$364,981.87. Our September sales in 2023 included Labor Day Weekend sales, 2024 Labor Day weekend sales were included with August 2024 sales as September 1st, fell on the Sunday of Labor Day weekend.
- Store 1 sales for September 2024- **\$262,597.09** vs September 2023-**\$259,654.14**
Store 2 sales for September 2024-**\$104,888.52** vs September 2024-**\$105,327.73**
- Positive Impact to sales- Hay Days at store 1. Store 1- Wednesday thru Sunday Sales 2024-**\$63,251.49** vs Hay Days 2023 **\$56,439.24**. Store 2 sales were a smidge down, but the number of customers were up at store 2. Sales Store 2 2024-**\$22,455.88** vs 2023-**\$23,099**
- Customer tickets were up for Hay Days. Store 1 2024 tickets- 2,020 tickets, vs 2023 tickets-1,811 tickets. Store 2 2024 tickets- 783 tickets vs 2023 tickets of 769.
- Over all customer tickets for September 2024-13,078 vs 2023 tickets of 12,903.
- THC Sales for September 2024 -Store 1 - Total Revenue \$2,841.71 with a profit of \$1,222.40. Margin for THC 43%. Store 2-Total Revenue \$1,525.87 with a profit of \$652.94. Margin for THC 42.8%

DISCOUNTS

- Senior Discount
We had 364 purchases from customers using the senior discount with a total discount of \$984.68. Broke down: Store 1- 225 purchases, discount \$659.06. Store 2 139 purchases, discount \$325.62
- Military Discount
We had 614 purchases from customers using the Military discount with a total discount of \$1,810.19 Broke down: Store 1- 330 purchases, discount \$1,075.82. Store 2, 284 purchases, discount \$734.37.
- Beer Volume Discount
We had 19 purchases from customers using the Beer Volume discount with a total discount of \$112.46. (Beer Volume Discount is 10 cases of 24 pack cans or bottles not on sale. This is one transaction.)
- Liquor Volume Discount
We had 9 purchases from customers using the Liquor Volume discount with a total discount of \$130.69. (Buying a case of a solid size and type) Example:Karkov Vodka 1.75 (6 Bottles)
- Wine Volume Discount
We had 8 purchases from customers using the Wine Volume discount with a total discount of \$44.28. (Buying a case of a solid size and type) Example- Barefoot Moscato 1.5 (6 Bottles)
- Wine Club
We had 524 purchases from customers using their wine club discount with a total discount of \$1,481.58. Broke down: Store 1- 313 purchases, discount \$844.99. Store 2, 211 purchases, discount \$410.28.
- Pub Club
We had 584 purchases from customers using their pub club discount with a total discount of \$1481.58. Broke down:Store 1- 433 purchases with discount of \$1,348.05. Store 2, 151 purchases with discount of \$410.28.

CATEGORY PERFORMANCE

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

Category	Number of Items Sold	Gross Sales
Beer- Domestic	3,885	\$76,603.65
Beer-Craft	1,428	\$24,035.73
Liquor-Vodka	1,754	\$22,021.46
Beer-Flavored	1,428	\$18,527.57
Beer-Seltzer	954	\$15,400.96

CATEGORY PERFORMANCE

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

Category	Number of Items Sold	Gross Sales
Beer- Domestic	1,441	\$23,468.39
Beer-Craft	856	\$11,552.83
Liquor-Vodka	805	\$11,282.19
Wine -Domestic	581	\$7,803.93
Beer-Flavored	534	\$6,534.81



Prepared By: Nathan Sondrol, GIS Specialist/Parks Director

Presenter: Nathan Sondrol, GIS Specialist/Parks Director

Date: 10/04/2024

Board & Commission: City Council

Subject: Planning Commission Update

City staff will provide an update at the meeting

Voting Requirements:

Voting Options Simple Majority



Prepared By: Nathan Sondrol, GIS Specialist/Parks Director

Presenter: Nathan Sondrol, GIS Specialist/Parks Director

Date: 10/04/2024

Board & Commission: City Council

Subject: PTOS Commission Update

City Staff will provide an update at the meeting

Voting Requirements:

Voting Options Simple Majority



Prepared By: Ragini Varma, City Clerk / IT Director

Presenter: Ragini Varma, City Clerk / IT Director

Date: 10/07/2024

Board & Commission: City Council

Subject: Monthly Attorney Legal Report

Monthly Attorney Legal Report provided as informational only.

Voting Requirements:

Voting Options Simple Majority

MEMORANDUM

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

VIA EMAIL ONLY

cc: Ragini Varma, City Clerk

From: Christopher M. Hood

Date: October 3, 2024

Re: Legal Staff Report for October 8, 2024 City Council Meeting

- - - - -

We are submitting this memorandum to update the City of North Branch City Council on the work we performed as City Attorney during September 2024. The matters listed below are discussed in a general manner only for sake of brevity and to maintain any attorney-client privileged and/or confidential information/data.

Summary of City Matters

1. **Personnel and Labor Matters**
Attorneys researched, reviewed, and drafted personnel related correspondence and an advice memorandum; reviewed and prepared documents for union negotiations and attended negotiations meetings; and responded to various other questions and prepared correspondence regarding labor and employment matters.
2. **Land Use and Real Estate Matters**
Attorneys researched, reviewed and drafted documents for securing a vacant building. Attorneys researched, reviewed and advised on a real estate matter involving a life estate. Attorneys drafted and revised an amendment to a purchase agreement.
3. **Staff Communications**
Attorneys also make occasional day-to-day communications with the City Administrator, City Engineer and City staff regarding the above-referenced matters, among others.

CMH/sc