



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Jeff Goulet
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, FEBRUARY 25, 2025 @ 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

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 City Council Meeting Minutes - February 11, 2025, 7:00 PM

ACTION

c. Approval of minutes from Finance, Public Safety, Public Works, Liquor and Personnel Advisory Committees

ACTION

d. Apporval of Planning Commissioner Appointment - Nate Ehalt

ACTION

e. Approval of Resolution R-154-2025 Adopting the Chisago County 2024 All-Hazard Mitigation Plan

ACTION

- f. Approval of Transient Merchant License - Plant Place, Inc. ACTION
- g. Approval of Therapeutic Massage Business License - New Comfort Massage ACTION
- h. Approval of Therapist Massage Licenses for - Shauna Lopez, and Lau Tsz Kwan ACTION
- i. Apporval of Resolution R-153-2025 approving the Preliminary Plat for Sherwood Pines ACTION
- j. Approval of an Amendment to the Meadows North Townhomes 1st and 2nd Addition Planned Unit Development and Subdivision Agreement ACTION
- k. Approval of an amendment to the Fox Run Master Plan Planned Unit Development and Subdivision Agreement ACTION
- l. Resolution -R-155-2025 Approval of Fox Run 2nd Addition Final Plat ACTION
- m. Adopt Resolution R-156-2025 Approving Labor Agreement and Certain Appendices between City of North Branch and IUOE 49, 2025-2027 ACTION
- n. Adopt Resolution R-157-2025 Approving Memorandum of Agreement between the City of North Branch and IUOE 49, 2025-2027 ACTION
- o. Adopt Resolution R-158-2025 Approving Memorandum of Agreement between City of North Branch and IUOE 49, 2025-2027 ACTION

8. PUBLIC HEARINGS

9. STAFF REPORTS

- a. Establishment of an Unmanned Aerial Vehicle (Drone) Program ACTION
- b. December 2024 Unaudited Finance Update VERBAL UPDATE

10. MAYOR/CITY COUNCIL

- a. Initial Evaluation of an individual's performance subject to City Council Authority under Minn. Stat. Sec. 13D.05, subd. 3(a). VERBAL UPDATE

11. ADJOURNMENT

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



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 01/07/2025

Board & Commission: City Council

Subject: Claims

Voting Requirements:

City of North Branch

ACH Checks

5688 & 5703 TO 5722 - \$138,955.23

Checks

90973 to 91037 - \$410,328.80

Credit Card Transactions

12/06/2024 TO 1/05/2025 - \$56,399.45

Payroll

FEB 14, 2025 - \$107,985.35

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 02/14/2025 - 1:41PM
Batch: 00002.02.2025 - 02142025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1646 0214 AMER	Ameritas OTHER RETIREMENT	90.00	02/14/2025	Check Sequence: 1 101-00000-21705	ACH Enabled: False
	Check Total:	90.00			
Vendor: 1036 287294265529X02	AT & T Mobility WIRELESS	1,374.24	02/14/2025	Check Sequence: 2 101-41420-50321	ACH Enabled: False
	Check Total:	1,374.24			
Vendor: 1166 508722-020625	Enterprise FM Trust Lease Charge FEB 2025 2020 DURANGO	455.36	02/14/2025	Check Sequence: 3 101-42110-50229	ACH Enabled: False
	Check Total:	455.36			
Vendor: 2205 21295 21319 21369	FES, Inc. MASK CLEANER FIRE ARMOR GLOVES 13 FIRE COATS AND PANTS	85.00 191.04 48,268.64	02/14/2025 02/14/2025 02/14/2025	Check Sequence: 4 101-42280-50201 101-42280-50201 101-42280-50201	ACH Enabled: False
	Check Total:	48,544.68			
Vendor: 1222 2500805	Granite Electronics PAGER REPAIR	311.00	02/14/2025	Check Sequence: 5 101-42280-50320	ACH Enabled: False
	Check Total:	311.00			
Vendor: 1268 FOR MAR 2025	IUOE Local #49 UNION DUESFOR MAR 2025	420.00	02/14/2025	Check Sequence: 6 101-00000-21708	ACH Enabled: False
	Check Total:	420.00			
Vendor: 1304	League Of Minnesota Cities			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
419960	MCMA/APMP CONFERENCE	425.00	02/14/2025	101-41310-50332	
	Check Total:	425.00			
Vendor: 1176	M Health Fairview			Check Sequence: 8	ACH Enabled: False
15008111866	TF VISIT 1/20/2025 15008111866	116.00	02/14/2025	851-42110-50430	
	Check Total:	116.00			
Vendor: 1474	Phillips Wine & Spirits, Inc.			Check Sequence: 9	ACH Enabled: False
6900140	NA SALES	93.46	02/14/2025	609-48000-50250	
	Check Total:	93.46			
Vendor: 2019	Quadient, Inc			Check Sequence: 10	ACH Enabled: False
JAN 2025	JANUARY 2025 POSTAGE	1,000.00	02/14/2025	101-41940-50322	
	Check Total:	1,000.00			
	Total for Check Run:	52,829.74			
	Total of Number of Checks:	10			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 02/20/2025 - 3:12PM
Batch: 00003.02.2025 - 02202025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1010 51654	Alex Air Apparatus 2 LLC 2 COLD WATER SUITS	1,830.00	02/20/2025	Check Sequence: 1 101-42280-50201	ACH Enabled: False
	Check Total:	1,830.00			
Vendor: 1662 1PNR-1JL3-K9GP	Amazon Capital Services OPERATING SUPPLIES	45.06	02/20/2025	Check Sequence: 2 101-42110-50210	ACH Enabled: False
	Check Total:	45.06			
Vendor: 1029 3745038 3746571 3746572	Artisan Beer Company BEER BEER BEER	50.75 83.00 80.00	02/20/2025 02/20/2025 02/20/2025	Check Sequence: 3 609-49750-50252 609-49750-50252 609-48000-50252	ACH Enabled: False
	Check Total:	213.75			
Vendor: 1031 347328 348643	Aspen Mills UNIFORM ITEMS FD UNIFORM ITEMS PD	274.00 13.98	02/20/2025 02/20/2025	Check Sequence: 4 101-42280-50237 101-42110-50237	ACH Enabled: False
	Check Total:	287.98			
Vendor: 2144 831-001-3908169	AT&T OFFICE AT HAND ACCOUNT	31.04	02/20/2025	Check Sequence: 5 101-41420-50321	ACH Enabled: False
	Check Total:	31.04			
Vendor: 1038 42836 42883	Automatic Systems Co. WASTE WATER SCADA UPGRADE WATER PLANT SCADA UPGRADE	40,292.00 40,292.00	02/20/2025 02/20/2025	Check Sequence: 6 602-49450-50300 615-49550-50300	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		80,584.00			
Vendor: 1049	Bellboy Corporation			Check Sequence: 7	ACH Enabled: False
0109441600	N/A SALES CREDIT	-30.02	02/20/2025	609-49750-50250	
0109454900	OPERATING SUPPLIES	152.37	02/20/2025	609-49750-50210	
0109454900	N/A SALES	367.00	02/20/2025	609-49750-50250	
0206658100	N/A SALES	73.65	02/20/2025	609-49750-50250	
0206658100	LIQUOR	2,751.70	02/20/2025	609-49750-50251	
0206711000	LIQUOR	102.65	02/20/2025	609-48000-50251	
0206711000	THC	429.90	02/20/2025	609-48000-50254	
0206712200	LIQUOR	945.37	02/20/2025	609-49750-50251	
0206789400	LIQUOR	749.75	02/20/2025	609-48000-50251	
0206798600	WINE	211.30	02/20/2025	609-48000-50253	
Check Total:		5,753.67			
Vendor: 1052	Bernicks			Check Sequence: 8	ACH Enabled: False
10319391	N/A SALES	69.40	02/20/2025	609-49750-50250	
10319391	BEER	2,074.50	02/20/2025	609-49750-50252	
10319391	LIQUOR	60.00	02/20/2025	609-49750-50251	
10319393	N/A SALES	51.36	02/20/2025	609-49750-50250	
10319394	BEER CREDIT	-37.60	02/20/2025	609-49750-50252	
10319405	BEER	1,223.90	02/20/2025	609-48000-50252	
10319405	N/A SALES	23.00	02/20/2025	609-48000-50250	
10319406	BEER CREDIT	-20.00	02/20/2025	609-48000-50252	
10321907	THC	96.00	02/20/2025	609-49750-50254	
10321908	BEER	4,885.90	02/20/2025	609-49750-50252	
10321908	N/A SALES	139.20	02/20/2025	609-49750-50250	
10321909	N/A SALES	25.68	02/20/2025	609-49750-50250	
10321910	BEER CREDIT	-81.08	02/20/2025	609-49750-50252	
10321913	N/A SALES	29.00	02/20/2025	609-48000-50250	
10321913	BEER	1,730.90	02/20/2025	609-48000-50252	
10321914	N/A SALES	24.90	02/20/2025	609-48000-50250	
Check Total:		10,295.06			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1066	Breakthru Beverage MN			Check Sequence: 9	ACH Enabled: False
119929007	BEER	142.50	02/20/2025	609-48000-50252	
119929025	BEER	555.00	02/20/2025	609-49750-50252	
119931990	LIQUOR	1,066.90	02/20/2025	609-48000-50251	
119931991	WINE	284.95	02/20/2025	609-48000-50253	
119932304	LIQUOR	523.45	02/20/2025	609-49750-50251	
120031907	LIQUOR	863.07	02/20/2025	609-48000-50251	
120032120	LIQUOR	1,485.60	02/20/2025	609-49750-50251	
120032121	WINE	320.25	02/20/2025	609-49750-50253	
413155760	LIQUOR CREDIT	-64.65	02/20/2025	609-49750-50251	
413223248	N/A SALES CREDIT	-156.54	02/20/2025	609-49750-50250	
413223249	N/A SALES CREDIT	-96.36	02/20/2025	609-49750-50250	
413233916	LIQUOR CREDIT	-593.25	02/20/2025	609-49750-50251	
	Check Total:	4,330.92			
Vendor: 1076	Business Essentials			Check Sequence: 10	ACH Enabled: False
648270-2	WINDOW CLEANER	78.12	02/20/2025	101-41940-50401	
648270-2	WINDOW CLEANER	78.12	02/20/2025	101-42280-50401	
648270-2	WINDOW CLEANER	78.12	02/20/2025	101-45000-50401	
648270-2	WINDOW CLEANER	78.12	02/20/2025	101-45500-50401	
650279-1	FLOOR WAX AND STRIPPER	104.74	02/20/2025	615-49550-50210	
650279-1	FLOOR WAX AND STRIPPER	104.74	02/20/2025	101-42280-50210	
650279-1	FLOOR WAX AND STRIPPER	104.74	02/20/2025	101-45500-50210	
650279-1	FLOOR WAX AND STRIPPER	104.74	02/20/2025	101-41940-50210	
650279-1	FLOOR WAX AND STRIPPER	104.74	02/20/2025	602-49450-50210	
	Check Total:	836.18			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 11	ACH Enabled: False
3092035	N/A	178.68	02/20/2025	609-49750-50250	
3092035	BEER	1,071.90	02/20/2025	609-49750-50252	
3092035	THC	686.50	02/20/2025	609-49750-50254	
	Check Total:	1,937.08			
Vendor: 2231	Christopher Clasen			Check Sequence: 12	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6001	SKATING RINK EMPLOYEES	1,194.75	02/20/2025	101-45000-50103	
6017	SKATING RINK EMPLOYEES	1,053.00	02/20/2025	101-45000-50103	
6026	SKATING RINK EMPLOYEES	1,073.25	02/20/2025	101-45000-50103	
	Check Total:	3,321.00			
Vendor: 1129	Dahlheimer Distributing			Check Sequence: 13	ACH Enabled: False
2393582	THC	276.00	02/20/2025	609-49750-50254	
2393583	LIQUOR	224.14	02/20/2025	609-49750-50251	
2393587	N/A SALES	111.40	02/20/2025	609-49750-50250	
2393589	BEER	8,589.39	02/20/2025	609-49750-50252	
2393904	THC	69.00	02/20/2025	609-48000-50254	
2393906	LIQUOR	2,397.00	02/20/2025	609-48000-50251	
2398577	LIQUOR	464.10	02/20/2025	609-49750-50251	
2398578	THC	775.50	02/20/2025	609-49750-50254	
2398579	N/A SALES	310.65	02/20/2025	609-49750-50250	
2398580	BEER	7,111.35	02/20/2025	609-49750-50252	
2398617	N/A SALES	64.85	02/20/2025	609-48000-50250	
2398654	LIQUOR	207.00	02/20/2025	609-48000-50251	
2398655	BEER	2,020.95	02/20/2025	609-48000-50252	
	Check Total:	22,621.33			
Vendor: 1139	Display Sales			Check Sequence: 14	ACH Enabled: False
5948	4 POLE MOUNT SNOWFLAKES	2,481.00	02/20/2025	101-45000-50210	
	Check Total:	2,481.00			
Vendor: 1160	Emergency Equip. Connections			Check Sequence: 15	ACH Enabled: False
2346	ANTENNA/LIGHTBAR REMOVAL	89.32	02/20/2025	101-42280-50404	
	Check Total:	89.32			
Vendor: 1180	Ferguson US Holdings, Inc			Check Sequence: 16	ACH Enabled: False
542208	NEPTUNE360 ANNUAL SUBSCRIPTION	19,365.50	02/20/2025	101-41420-50242	
	Check Total:	19,365.50			
Vendor: 1706	Flaherty & Hood, P.A.			Check Sequence: 17	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
22557- JAN 2025	LABOR & EMP CONSULTATION	9,860.10	02/20/2025	101-41610-50304	
	Check Total:	9,860.10			
Vendor: 1202	Galls			Check Sequence: 18	ACH Enabled: False
29993420	DRESS COAT STRIPING USING \$77 CREDIT	131.62	02/20/2025	101-42280-50237	
	Check Total:	131.62			
Vendor: 1224	Tammy Gimpl			Check Sequence: 19	ACH Enabled: False
FOR JAN 2025	MONTHLY RATE FOR SERVICES	350.00	02/20/2025	101-42700-50310	
	Check Total:	350.00			
Vendor: 1749	GRJ PRO/MOTE Inc.			Check Sequence: 20	ACH Enabled: False
852675	ADVERTISING	75.00	02/20/2025	609-49750-50340	
852675	ADVERTISING	75.00	02/20/2025	609-48000-50340	
	Check Total:	150.00			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 21	ACH Enabled: False
6976653	WATER PLANT CHEMICALS	6,027.48	02/20/2025	615-49550-50210	
6985129	CHLORINE	70.00	02/20/2025	615-49550-50210	
	Check Total:	6,097.48			
Vendor: 1998	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY			Check Sequence: 22	ACH Enabled: False
100000839185	NETWORK SWITCHES/FIREWALL	1,849.78	02/20/2025	101-41420-50244	
	Check Total:	1,849.78			
Vendor: 1249	Mitchell Holmes			Check Sequence: 23	ACH Enabled: False
1078	HOSES/FITTINGS/ADAPTERS/LABOR	1,445.72	02/20/2025	101-42280-50401	
	Check Total:	1,445.72			
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 24	ACH Enabled: False
1871863	CITY PLANNER CLASSIFIED	105.00	02/20/2025	101-41910-50340	
1872233	HR GENERALIST CLASSIFIED	194.40	02/20/2025	101-41430-50340	
1872233	CITY PLANNER CLASSIFIED	105.00	02/20/2025	101-41910-50340	
1872267	ORDINANCE 392-25	42.90	02/20/2025	101-41910-50351	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1872576	CITY PLANNER CLASSIFIED	105.00	02/20/2025	101-41910-50340	
960566	ADVERTISING	70.00	02/20/2025	609-49750-50340	
	Check Total:	622.30			
Vendor: 1279	Johnson Brothers Liquor Co.			Check Sequence: 25	ACH Enabled: False
2723654	LIQUOR	513.20	02/20/2025	609-49750-50251	
2723655	LIQUOR	2,152.17	02/20/2025	609-49750-50251	
2723656	LIQUOR	948.97	02/20/2025	609-49750-50251	
2723657	WINE	1,349.78	02/20/2025	609-49750-50253	
2723658	LIQUOR	4,404.25	02/20/2025	609-49750-50251	
2723659	WINE	323.28	02/20/2025	609-49750-50253	
2723660	LIQUOR	256.60	02/20/2025	609-48000-50251	
2723661	LIQUOR	1,436.75	02/20/2025	609-48000-50251	
2723662	LIQUOR	131.82	02/20/2025	609-48000-50251	
2723663	LIQUOR	127.82	02/20/2025	609-48000-50251	
2723664	WINE	89.82	02/20/2025	609-48000-50253	
2724658	LIQUOR	582.65	02/20/2025	609-49750-50251	
2728043	LIQUOR	1,747.25	02/20/2025	609-49750-50251	
2728044	WINE	140.61	02/20/2025	609-49750-50253	
2728046	LIQUOR	356.46	02/20/2025	609-49750-50251	
2728047	WINE	167.28	02/20/2025	609-49750-50253	
2728048	N/A SALES	67.64	02/20/2025	609-49750-50250	
2728049	WINE	58.82	02/20/2025	609-48000-50253	
2728050	LIQUOR	511.83	02/20/2025	609-48000-50251	
2728052	WINE	404.38	02/20/2025	609-48000-50253	
	Check Total:	15,771.38			
Vendor: 1292	Knife River			Check Sequence: 26	ACH Enabled: False
1098503	WATER MAIN REPAIRS/6500 BLOCK ELM S	450.26	02/20/2025	615-49550-50407	
	Check Total:	450.26			
Vendor: 1176	M Health Fairview			Check Sequence: 27	ACH Enabled: False
15008112525	VISIT 15008112525 PM 1/16/2025	35.00	02/20/2025	101-43000-50406	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	35.00			
Vendor: 1643	McDonald Distributing			Check Sequence: 28	ACH Enabled: False
5760605	BEER CREDIT	-55.80	02/20/2025	609-49750-50252	
790703	LIQUOR	138.90	02/20/2025	609-49750-50251	
790704	BEER	7,217.60	02/20/2025	609-49750-50252	
790704	THC	95.00	02/20/2025	609-49750-50254	
791743	LIQUOR	519.65	02/20/2025	609-48000-50252	
791743	THC	240.00	02/20/2025	609-48000-50254	
791743	N/A SALES	31.90	02/20/2025	609-48000-50250	
791743	LIQUOR	180.90	02/20/2025	609-48000-50251	
791765	LIQUOR	405.10	02/20/2025	609-49750-50251	
791766	THC	71.76	02/20/2025	609-49750-50254	
791766	LIQUOR	33.60	02/20/2025	609-49750-50251	
791766	BEER	3,179.85	02/20/2025	609-49750-50252	
791766	N/A SALES	44.70	02/20/2025	609-49750-50250	
792827	THC	80.00	02/20/2025	609-48000-50254	
792827	BEER	309.35	02/20/2025	609-48000-50252	
792827	LIQUOR	60.30	02/20/2025	609-48000-50251	
	Check Total:	12,552.81			
Vendor: 1869	Mike Armstrong Contracting			Check Sequence: 29	ACH Enabled: False
465	WATER MAIN-6500 BLOCK ON ELM ST	2,640.00	02/20/2025	615-49550-50407	
466	WATER MAIN-BIRCH AND RFR	4,630.00	02/20/2025	615-49550-50407	
	Check Total:	7,270.00			
Vendor: 1384	MN Dept Of Health			Check Sequence: 30	ACH Enabled: False
BS CLASS C14783	B.S. CLASS C WATER LIC RENEW	23.00	02/20/2025	615-49550-50236	
	Check Total:	23.00			
Vendor: 1341	Mobile Health Services			Check Sequence: 31	ACH Enabled: False
46955	COMPREHENSIVE PHYSICALS FIRE DEPT	6,100.00	02/20/2025	101-42280-50314	
46956	MEDICAL EXAMS POLICE DEPT	950.00	02/20/2025	101-42110-50314	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	7,050.00			
Vendor: 1691	Motorola Solutions, Inc.			Check Sequence: 32	ACH Enabled: False
8282071072	RADIOS	69,967.36	02/20/2025	208-42280-50201	
	Check Total:	69,967.36			
Vendor: 1423	N.B. Area Public Schools-Fuel			Check Sequence: 33	ACH Enabled: False
2025-072	MOTOR FUELS PW JAN 2025	601.00	02/20/2025	101-43000-50212	
2025-072	MOTOR FUELS PD JAN 2025	2,337.37	02/20/2025	101-42110-50212	
2025-072	MOTOR FUELS PARKS JAN 2025	88.40	02/20/2025	101-45000-50212	
2025-072	MOTOR FUELS WTR JAN 2025	210.38	02/20/2025	615-49550-50212	
2025-072	MOTOR FUELS FD JAN 2025	518.49	02/20/2025	101-42280-50212	
2025-072	MOTOR FUELS GEN JAN 2025	84.42	02/20/2025	620-49600-50212	
2025-072	MOTOR FUELS WW JAN 2025	188.40	02/20/2025	602-49450-50212	
2025-072	MOTOR FUELS BLDG JAN 2025	132.16	02/20/2025	101-42400-50212	
	Check Total:	4,160.62			
Vendor: 1432	NCPERS Group Life Ins.			Check Sequence: 34	ACH Enabled: False
661602032025	VOL LIFE FOR MAR 2024	64.00	02/20/2025	101-00000-21714	
	Check Total:	64.00			
Vendor: 1465	Paustis Wine Company			Check Sequence: 35	ACH Enabled: False
258162	WINE	783.50	02/20/2025	609-49750-50253	
258171	WINE	566.75	02/20/2025	609-48000-50253	
258375	WINE	129.50	02/20/2025	609-48000-50253	
	Check Total:	1,479.75			
Vendor: 1474	Phillips Wine & Spirits, Inc.			Check Sequence: 36	ACH Enabled: False
6925208	LIQUOR	530.58	02/20/2025	609-49750-50251	
6925209	WINE	1,097.16	02/20/2025	609-49750-50253	
6925210	LIQUOR	141.02	02/20/2025	609-48000-50251	
6925211	WINE	91.64	02/20/2025	609-48000-50253	
6928722	WINE	584.38	02/20/2025	609-48000-50253	
6928723	LIQUOR	94.07	02/20/2025	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6928724	WINE	289.85	02/20/2025	609-49750-50253	
6928725	WINE	520.23	02/20/2025	609-48000-50253	
6928726	N/A SALES	179.64	02/20/2025	609-48000-50250	
	Check Total:	3,528.57			
Vendor: 1884	SUSO 4 North Branch, LP Pine Tree Commercial Realty			Check Sequence: 37	ACH Enabled: False
	STORE 2 RENT	7,142.42	02/20/2025	609-48000-50412	
	Check Total:	7,142.42			
Vendor: 1482	Post Haste Business Solutions			Check Sequence: 38	ACH Enabled: False
137812	FOR SALE SIGN	385.00	02/20/2025	101-49990-50300	
	Check Total:	385.00			
Vendor: 1494	Red Bull Distribution Company			Check Sequence: 39	ACH Enabled: False
2023722102	N/A SALES	42.00	02/20/2025	609-49750-50250	
	Check Total:	42.00			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 40	ACH Enabled: False
B016189	WASTEWATER WEEKLY TESTING	124.60	02/20/2025	602-49450-50315	
B016243	WATER LAB TEST FEES	105.00	02/20/2025	615-49550-50315	
	Check Total:	229.60			
Vendor: 1513	Safe-Fast, Inc.			Check Sequence: 41	ACH Enabled: False
303498	UNIFORM ITEMS -DFS	48.20	02/20/2025	101-43000-50237	
303498	CREDIT FROM INV301772 - CK 90743	-4.50	02/20/2025	602-49450-50237	
	Check Total:	43.70			
Vendor: 2070	Short-Elliott-Hendrickson, Inc.			Check Sequence: 42	ACH Enabled: False
483040	Annual Generator Emission Reporting	3,750.00	02/20/2025	620-49600-50300	
	Check Total:	3,750.00			
Vendor: 1534	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 43	ACH Enabled: False
2585805	WINE	428.44	02/20/2025	609-48000-50253	
2585805	LIQUOR	503.77	02/20/2025	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2586308	LIQUOR	5,056.46	02/20/2025	609-49750-50251	
2586309	WINE	411.09	02/20/2025	609-49750-50253	
2588439	WINE	286.93	02/20/2025	609-48000-50253	
2588439	LIQUOR	2,431.14	02/20/2025	609-48000-50251	
2588923	LIQUOR	2,480.85	02/20/2025	609-49750-50251	
9626434	LIQUOR CREDIT	-4.87	02/20/2025	609-49750-50251	
9626709	LIQUOR CREDIT	-0.06	02/20/2025	609-49750-50251	
	Check Total:	11,593.75			
Vendor: 1677	Springbrook Holding Company, LLC			Check Sequence: 44	ACH Enabled: False
8684	UTILITY BILLING IMPLEMENTATION	300.00	02/20/2025	101-41420-50242	
8689	UTILITY BILLING CHARGES	115.00	02/20/2025	101-41420-50242	
	Check Total:	415.00			
Vendor: 2237	Standard Insurance Company - RC			Check Sequence: 45	ACH Enabled: False
FEB 2024 VOL	LTD FOR CITY EMP FEB 2024	1,056.76	02/20/2025	101-00000-21715	
FEB 2024 VOL	VOL LIFE FOR CITY EMP FEB 2024	493.74	02/20/2025	101-00000-21714	
FOR FEB 2024	STD FOR CITY EMP FEB 2024	757.60	02/20/2025	101-00000-21715	
FOR FEB 2024	BASIC LIFE FOR CITY EMP FEB 2024	118.08	02/20/2025	101-00000-21714	
FOR JAN 2024	BASIC LIFE FOR CITY EMP JAN 2024	118.08	02/20/2025	101-00000-21714	
FOR JAN 2024	STD FOR CITY EMP JAN 2024	757.60	02/20/2025	101-00000-21715	
JAN 2024 VOL	LTD FOR CITY EMP FEB 2024	1,056.76	02/20/2025	101-00000-21715	
JAN 2024 VOL	VOL LIFE FOR CITY EMP FEB 2024	493.74	02/20/2025	101-00000-21714	
	Check Total:	4,852.36			
Vendor: 1542	Staples			Check Sequence: 46	ACH Enabled: False
7003998847	OFFICE SUPPLIES	87.26	02/20/2025	101-41940-50210	
	Check Total:	87.26			
Vendor: 1584	U.S. Bank Equipment Finance			Check Sequence: 47	ACH Enabled: False
548842517	COPIER LEASE	185.00	02/20/2025	101-41420-50219	
	Check Total:	185.00			
Vendor: 1583	U.S. Bank-CM9690			Check Sequence: 48	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7619057	GO IMP REFUNDING BONDS 2013A	550.00	02/20/2025	316-47000-50620	
7623845	NB EDA MN TXBLE REF LEASE REV BOND	2,500.00	02/20/2025	387-47000-50620	
	Check Total:	3,050.00			
Vendor: 2238	URBAN LAND INSTITUTE			Check Sequence: 49	ACH Enabled: False
5939331	REGISTRATION - MN SITE SELECTION	75.00	02/20/2025	201-46500-50332	
	Check Total:	75.00			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 50	ACH Enabled: False
3613042	N/A SALES	195.40	02/20/2025	609-49750-50250	
	Check Total:	195.40			
Vendor: 1611	Watson Company			Check Sequence: 51	ACH Enabled: False
147820	OPERATIONS SUPPLIES	64.64	02/20/2025	609-49750-50210	
147820	N/A SALES	1,035.54	02/20/2025	609-49750-50250	
	Check Total:	1,100.18			
Vendor: 1622	Wine Merchants			Check Sequence: 52	ACH Enabled: False
7508096	WINE	1,496.06	02/20/2025	609-49750-50253	
7508097	WINE	944.30	02/20/2025	609-49750-50253	
	Check Total:	2,440.36			
Vendor: 1623	Winebow, Inc.			Check Sequence: 53	ACH Enabled: False
MN00161780	WINE	342.00	02/20/2025	609-49750-50253	
	Check Total:	342.00			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 54	ACH Enabled: False
FOR DEC 2024	R-021646-000-13 FOREST AVE SRTS TRL	35.00	02/20/2025	486-46500-50303	
FOR DEC 2024	R-019771-000-24 MS4 SERVICES	783.00	02/20/2025	612-49700-50303	
FOR DEC 2024	R-025057-000-9 2024 LOCAL ST OVERLAY	354.00	02/20/2025	101-00000-33418	
FOR DEC 2024	R-021286-000-22 FOX RUN DEV	140.00	02/20/2025	101-00000-21140	
FOR DEC 2024	R-027636-000-1 FOX RUN PHASE 2	2,919.00	02/20/2025	101-00000-21179	
FOR DEC 2024	R-020200-000-15 SCHOOLSIDE VILLAGE 4T	354.00	02/20/2025	101-00000-21144	
FOR DEC 2024	R-027091-000-3 WASTEWATER FACILITY	8,779.00	02/20/2025	602-49450-50303	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
FOR DEC 2024	R-027113-000-3 COMP SANITARY SEWER	2,054.00	02/20/2025	602-49450-50303	
FOR DEC 2024	R-026028-000-6 2024 PLANNING SERVICE	1,012.50	02/20/2025	101-00000-21167	
FOR DEC 2024	R-023681-000-12 2024 CITY ENGINEERING	3,383.50	02/20/2025	101-41700-50303	
FOR DEC 2024	R-026799-000-4 PLAN REVIEW	110.00	02/20/2025	101-00000-21120	
FOR DEC 2024	R-026028-000-6 2024 PLANNING SERVICE	1,912.50	02/20/2025	101-41910-50300	
FOR DEC 2024	R-027753-000-1 PLAN REVIEW SNEEP	275.00	02/20/2025	101-00000-21176	
FOR DEC 2024	R-027752-000-1 VALVOLUME PLAN REVIEW	555.00	02/20/2025	101-41910-50300	
FOR DEC 2024	R-025975-000-6 PLAN REVIEW	871.75	02/20/2025	101-00000-21167	
FOR DEC 2024	R-025057-000-9 2024 LOCAL ST OVERLAY	354.00	02/20/2025	458-43000-50303	
FOR DEC 2024	R-024317-000-11 PLAN REVIEW	220.00	02/20/2025	101-00000-21165	
FOR DEC 2024	R-026028-000-6 2024 PLANNING SERVICE	150.00	02/20/2025	101-00000-21165	
	Check Total:	24,262.25			
Vendor: 1637	Ziegler Cat			Check Sequence: 55	ACH Enabled: False
1797501	SWEeper BATTERIES	425.14	02/20/2025	612-49700-50404	
	Check Total:	425.14			
	Total for Check Run:	357,499.06			
	Total of Number of Checks:	55			

Accounts Payable

Checks by Date - Summary by Check Date

User: TiffaniFolstad
Printed: 2/20/2025 4:28 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5688	2236	Delta Dental	02/05/2025	4,448.46
Total for 2/5/2025:				4,448.46
Report Total (1 checks):				4,448.46

Accounts Payable

Checks by Date - Summary by Check Date

User: TiffaniFolstad
Printed: 2/20/2025 4:25 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5715	1630	XCEL Energy	12/16/2024	916.22
Total for 12/16/2024:				916.22
5703	2170	Pathpoint Merchant Services LLC	01/02/2025	1,489.23
Total for 1/2/2025:				1,489.23
5710	2096	Xpress Solutions Inc	01/07/2025	1,488.42
Total for 1/7/2025:				1,488.42
5704	1044	Bank Charges, Miscellaneous	01/08/2025	11.81
Total for 1/8/2025:				11.81
5707	1362	Minnesota Dept of Revenue	01/10/2025	41,623.00
5708	1362	Minnesota Dept of Revenue	01/10/2025	960.00
Total for 1/10/2025:				42,583.00
5714	1630	XCEL Energy	01/13/2025	451.13
Total for 1/13/2025:				451.13
5709	1033	Associated Bank	01/15/2025	84.40
Total for 1/15/2025:				84.40
5716	1630	XCEL Energy	01/17/2025	2,664.36
5717	1372	Minnesota State Retirement	01/17/2025	1,536.54
Total for 1/17/2025:				4,200.90
5712	1424	N.B. Fire Relief Association	01/21/2025	972.75
Total for 1/21/2025:				972.75
5711	2146	Bremer Bank	01/22/2025	2.69
Total for 1/22/2025:				2.69
5705	1941	WEX, Inc.	01/24/2025	105.75
Total for 1/24/2025:				105.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5706	1592	US Postal Service	01/27/2025	1,139.70
Total for 1/27/2025:				1,139.70
5713	1424	N.B. Fire Relief Association	01/30/2025	285.00
Total for 1/30/2025:				285.00
5722	1941	WEX, Inc.	01/31/2025	6,050.68
Total for 1/31/2025:				6,050.68
5718	1585	United States Treasury	02/14/2025	35,586.53
5719	1468	PERA (Payroll W/H)	02/14/2025	31,089.71
5720	1431	Nationwide Retirement Solution	02/14/2025	5.00
5721	1118	Commissioner Of Revenue (W/H)	02/14/2025	8,043.85
Total for 2/14/2025:				74,725.09
Report Total (20 checks):				134,506.77

Fund	Department	Description	Amount	Vendor	Purchaser	Date
101	41940	50207	\$756.00	GOOGLE*GSUITE CI.NORTH	SHARON WRIGHT	20250102
602	49450	50207	\$36.00	GOOGLE*GSUITE CI.NORTH	SHARON WRIGHT	20250102
609	49750	50207	\$54.00	GOOGLE*GSUITE CI.NORTH	SHARON WRIGHT	20250102
609	48000	50207	\$18.00	GOOGLE*GSUITE CI.NORTH	SHARON WRIGHT	20250102
615	49550	50207	\$108.00	GOOGLE*GSUITE CI.NORTH	SHARON WRIGHT	20250102
101	42280	50207	\$216.00	GOOGLE*GSUITE CI.NORTH	SHARON WRIGHT	20250102
609	48000	50300	\$20.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20250102
609	49750	50300	\$40.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20250102
609	48000	50300	\$40.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20250102
609	49750	50300	\$20.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20250102
101	43000	50404	\$467.49	BOYER FORD TRUCKS	RICHARD FAIRBANKS	20241211
101	43000	50404	\$31.11	FISK TIRE AND AUTO REPAI	RICHARD FAIRBANKS	20241213
101	43000	50404	\$524.68	NUSS TRUCK & EQUIPMENT	RICHARD FAIRBANKS	20241219
101	43000	50210	\$0.99	APPLE.COM/BILL	RICHARD FAIRBANKS	20241226
101	43000	50237	\$324.97	PETERSON'S NORTH BRANCH	RICHARD FAIRBANKS	20250102
101	42110	50404	\$81.73	ANDERSON AND KOCH FORD IN	RICHARD FAIRBANKS	20250106
101	45000	50410	\$73.10	RUDDYS PARTY TOWN INC	BRADY STERBENTZ	20241209
101	45000	50410	\$136.24	WHITE BEAR RENTAL	BRADY STERBENTZ	20241210
101	45500	50401	\$104.43	MENARDS FOREST LAKE MN	BRADY STERBENTZ	20241211
602	49450	50210	\$170.70	MENARDS FOREST LAKE MN	BRADY STERBENTZ	20241211
101	43000	50237	\$274.31	SP US-KEENFOOTWEAR	BRADY STERBENTZ	20250103
208	42280	50201	\$32.14	TIDE DRY CLEANERS MAPLE G	PATRICK HEINEN	20241209
101	42280	50404	\$73.67	O'REILLY 3261	PATRICK HEINEN	20241216
208	42280	50201	\$29.06	MENARDS CAMBRIDGE MN	PATRICK HEINEN	20250103
101	42110	50210	\$12.29	NORTH BRANCH COUNTY	CARLEY BLOMBERG	20241223
101	42110	50210	\$29.74	NORTH BRANCH COUNTY	CARLEY BLOMBERG	20241223
101	45000	50210	\$17.88	WALMART.COM	ANGELA TVEIT	20241209
101	41940	50210	\$10.74	FAMILY DOLLAR	ANGELA TVEIT	20241219
208	42280	50201	\$158.15	NORTH BRANCH COUNTY	CHAD VANDYKE	20241220
208	42280	50201	\$236.65	AMAZON MARK* Z91PV59K2	CHAD VANDYKE	20241223
208	42280	50201	\$227.33	NORTH BRANCH COUNTY	CHAD VANDYKE	20241223
208	42280	50201	\$141.10	NORTH BRANCH COUNTY	CHAD VANDYKE	20241224
208	42280	50201	\$8.99	NAPA AUTO 0023892	CHAD VANDYKE	20250102
			\$27.91	AMAZON MARK* ZP7DH4NB1	CHAD VANDYKE	20250106
208	42280	50201	\$371.42	MENARDS CAMBRIDGE MN	ROBERT MORELLI	20241209
208	42280	50201	\$73.79	MENARDS CAMBRIDGE MN	ROBERT MORELLI	20241209
101	42280	50404	\$111.84	SP LASFIT	ROBERT MORELLI	20241227
208	42280	50201	\$68.96	MENARDS CAMBRIDGE MN	ROBERT MORELLI	20250102
208	42280	50201	\$183.03	AMAZON MKTPL*ZP0N08LV1	ROBERT MORELLI	20250106
208	42280	50201	\$30.11	MAIN STREET HARDWARE	THOMAS GUSTAFSON	20241209
101	42280	50404	\$32.18	NAPA AUTO 0023892	THOMAS GUSTAFSON	20241216
615	49550	50210	\$116.66	USPS PO 2668905056	JILLIAN FAIRBANKS	20241230
602	49450	50210	\$116.66	USPS PO 2668905056	JILLIAN FAIRBANKS	20241230

612	49700	50210	\$116.68	USPS PO 2668905056	JILLIAN FAIRBANKS	20241230
101	42110	50237	\$158.18	SCHEELS ST CLOUD	JESSE ZAJAC	20241210
851	42110	50430	\$107.87	NORTH BRANCH COUNTY	JESSE ZAJAC	20241223
101	43000	50415	\$491.25	OLSON POWER & EQUIPMENT	SHANE WILLIAMS	20241209
101	43000	50237	\$220.95	ARIAT INTERNATIONAL INC.	SHANE WILLIAMS	20250102
602	49450	50210	\$17.18	MAIN STREET HARDWARE	RICKY BREITKREUTZ	20241209
602	49450	50210	\$4.59	MAIN STREET HARDWARE	RICKY BREITKREUTZ	20241211
101	42500	50404	\$90.72	O'REILLY 1540	RICKY BREITKREUTZ	20241217
101	42500	50404	\$90.72	O'REILLY 1540	RICKY BREITKREUTZ	20241217
101	41940	50401	\$23.65	BATTERIES+BULBS #0784	RICKY BREITKREUTZ	20241224
101	43000	50210	\$155.91	MENARDS FOREST LAKE MN	RICKY BREITKREUTZ	20241226
101	43000	50210	\$182.47	ZIEGLER INC COLUMBUS	RICKY BREITKREUTZ	20241226
602	49450	50404	\$68.35	WINNICK SUPPLY	PAXTON LIND	20241211
101	43000	50210	\$86.63	WINNICK SUPPLY	PAXTON LIND	20241211
615	49550	50210	\$119.96	MENARDS FOREST LAKE MN	PAXTON LIND	20241212
602	49450	50210	\$220.85	MENARDS FOREST LAKE MN	PAXTON LIND	20241212
602	49450	50404	\$307.58	ENPRO INC	PAXTON LIND	20241223
602	49450	50210	\$11.98	MAIN STREET HARDWARE	PAXTON LIND	20241224
602	49450	50404	\$36.36	MAIN STREET HARDWARE	PAXTON LIND	20241230
101	43000	50210	\$30.58	O'REILLY 1540	LANE HISCHER	20241218
615	49550	50401	\$6.59	MAIN STREET HARDWARE	KYLE GOSHEY	20241210
615	49550	50237	\$199.00	NAPA AUTO 0023892	KYLE GOSHEY	20241230
615	49550	50240	\$29.99	MAIN STREET HARDWARE	JOHN MCFARLING	20241213
101	43000	50210	\$24.68	MAIN STREET HARDWARE	JAMIE MONETTE	20241230
101	43000	50261	\$548.00	PETERSON'S NORTH BRANCH	DOUGLAS GOODWIND	20241213
101	43000	50404	\$90.21	NAPA AUTO 0023892	DOUGLAS GOODWIND	20241220
602	49450	50404	\$11.67	NAPA AUTO 0023892	DOUGLAS GOODWIND	20250106
101	42110	50237	\$119.37	SP B3CK COMPANY	MICHAEL NELSON	20250102
101	42110	50332	\$27.90	MAIN STREET HARDWARE	DAVID JANSSEN	20241211
101	42110	50332	\$194.16	MENARDS CAMBRIDGE MN	DAVID JANSSEN	20241213
101	42110	50404	\$12.49	NAPA AUTO 0023892	DAVID JANSSEN	20241223
101	42110	50404	\$4.04	NAPA AUTO 0023892	DAVID JANSSEN	20241226
101	42110	50404	\$19.75	NAPA AUTO 0023892	DAVID JANSSEN	20241226
101	42400	50332	\$700.00	U OF M CONTLEARNING OL	THOMAS DEBILZAN	20250103
101	41940	50380	\$774.10	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	42110	50380	\$102.63	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	42280	50380	\$382.63	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	42500	50380	\$350.07	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	42800	50233	\$766.28	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	42800	50262	\$4,833.96	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	43000	50380	\$496.29	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	45000	50380	\$449.98	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
101	45500	50380	\$1,207.94	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210

602	49450	50380	\$9,231.54	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
609	48000	50380	\$641.96	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
609	49750	50380	\$843.25	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
615	49550	50380	\$5,392.60	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
620	49600	50380	\$1,990.22	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20241210
609	48000	50321	\$93.52	ZULTY S INC	ACCOUNTS PAYABLE	20241231
609	49750	50321	\$164.10	ZULTY S INC	ACCOUNTS PAYABLE	20241231
101	41940	50321	\$927.43	ZULTY S INC	ACCOUNTS PAYABLE	20241231
609	48000	50321	\$93.53	ZULTY S INC	ACCOUNTS PAYABLE	20250103
609	49750	50321	\$164.13	ZULTY S INC	ACCOUNTS PAYABLE	20250103
101	41940	50321	\$922.61	ZULTY S INC	ACCOUNTS PAYABLE	20250103
101	43000	50404	\$118.74	NAPA AUTO 0023892	SHAWN WILLIAMS	20241209
101	43000	50237	\$325.98	RED WING SHOE STORE268	SHAWN WILLIAMS	20241209
620	49600	50210	\$88.88	KARLS TV AND APPLIANCE 7	SHAWN WILLIAMS	20241210
101	45500	50300	\$26.60	CINTAS CORP	SHAWN WILLIAMS	20241211
602	49450	50237	\$47.23	CINTAS CORP	SHAWN WILLIAMS	20241211
101	45000	50237	\$12.56	CINTAS CORP	SHAWN WILLIAMS	20241211
101	42280	50300	\$9.73	CINTAS CORP	SHAWN WILLIAMS	20241211
609	49750	50300	\$47.92	CINTAS CORP	SHAWN WILLIAMS	20241211
101	43000	50237	\$97.81	CINTAS CORP	SHAWN WILLIAMS	20241211
615	49550	50210	-\$289.95	AMAZON MKTPLACE PMTS	SHAWN WILLIAMS	20241212
101	45000	50210	\$14.99	AMAZON PRIME*Z120I4OK2	SHAWN WILLIAMS	20241213
101	45000	50410	\$390.00	LAKESHORE RECYCLING SYST	SHAWN WILLIAMS	20241216
101	43000	50404	\$14.18	NAPA AUTO 0023892	SHAWN WILLIAMS	20241216
101	43000	50404	\$14.27	NAPA AUTO 0023892	SHAWN WILLIAMS	20241216
101	43000	50404	\$9.89	NAPA AUTO 0023892	SHAWN WILLIAMS	20241216
101	43000	50404	\$38.22	NAPA AUTO 0023892	SHAWN WILLIAMS	20241216
101	43000	50404	\$23.81	NAPA AUTO 0023892	SHAWN WILLIAMS	20241216
101	43000	50210	\$75.00	KWIK TRIP #930	SHAWN WILLIAMS	20241216
101	42400	50404	\$20.94	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20241217
101	43000	50210	\$110.60	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20241217
101	45000	50210	\$1,256.60	1000BULBS.COM	SHAWN WILLIAMS	20241218
101	43000	50404	\$32.38	NAPA AUTO 0023892	SHAWN WILLIAMS	20241218
609	49750	50300	\$43.70	CINTAS CORP	SHAWN WILLIAMS	20241218
602	49450	50237	\$49.45	CINTAS CORP	SHAWN WILLIAMS	20241218
101	45000	50237	\$12.56	CINTAS CORP	SHAWN WILLIAMS	20241218
101	43000	50237	\$112.02	CINTAS CORP	SHAWN WILLIAMS	20241218
101	42280	50404	\$68.06	NAPA AUTO 0023892	SHAWN WILLIAMS	20241219
101	43000	50210	\$155.00	AMZN MKTP US*Z95YH91T2	SHAWN WILLIAMS	20241219
101	42110	50404	\$29.95	NAPA AUTO 0023892	SHAWN WILLIAMS	20241220
101	42280	50404	\$107.69	NAPA AUTO 0023892	SHAWN WILLIAMS	20241220
101	41940	50201	\$149.97	AMAZON MKTPL*Z967M7O90	SHAWN WILLIAMS	20241220
101	43000	50210	\$189.99	AMAZON MKTPL*Z99US28R2	SHAWN WILLIAMS	20241220

615	49550	50401	\$294.42	QC SUPPLY	SHAWN WILLIAMS	20241220
602	49450	50415	\$4,000.00	OLSON POWER & EQUIPMENT	SHAWN WILLIAMS	20241223
612	49700	50415	\$4,000.00	OLSON POWER & EQUIPMENT	SHAWN WILLIAMS	20241223
101	43000	50210	\$15.15	CULLIGAN PINE CITY	SHAWN WILLIAMS	20241223
101	45000	50404	\$8.99	NAPA AUTO 0023892	SHAWN WILLIAMS	20241226
602	49450	50237	\$49.22	CINTAS CORP	SHAWN WILLIAMS	20241226
101	45000	50237	\$12.56	CINTAS CORP	SHAWN WILLIAMS	20241226
609	49750	50300	\$47.92	CINTAS CORP	SHAWN WILLIAMS	20241226
101	41940	50300	\$53.92	CINTAS CORP	SHAWN WILLIAMS	20241226
101	43000	50237	\$98.49	CINTAS CORP	SHAWN WILLIAMS	20241226
602	49450	50210	\$25.00	TACTACAM	SHAWN WILLIAMS	20241230
101	42280	50404	\$53.51	NAPA AUTO 0023892	SHAWN WILLIAMS	20241230
620	49600	50300	\$261.69	PER MAR SECURITY	SHAWN WILLIAMS	20241231
620	49600	50300	\$120.00	PER MAR SECURITY	SHAWN WILLIAMS	20241231
101	43000	50210	\$2.99	APPLE.COM/BILL	SHAWN WILLIAMS	20250102
609	49750	50210	\$190.25	AMAZON.COM*ZE1Q44KW1	SHAWN WILLIAMS	20250102
101	43000	50321	\$57.64	VERIZON*CONNECT	SHAWN WILLIAMS	20250102
101	45000	50237	\$12.56	CINTAS CORP	SHAWN WILLIAMS	20250102
602	49450	50237	\$49.45	CINTAS CORP	SHAWN WILLIAMS	20250102
609	49750	50300	\$43.70	CINTAS CORP	SHAWN WILLIAMS	20250102
101	43000	50237	\$117.93	CINTAS CORP	SHAWN WILLIAMS	20250102
620	49600	50210	\$49.99	AMZN MKTP US*ZE8TQ5RR1	SHAWN WILLIAMS	20250103
101	42110	50404	\$121.59	NAPA AUTO 0023892	SHAWN WILLIAMS	20250106
101	43000	50210	\$91.45	AMAZON MKTPL*ZP60B4ND1	SHAWN WILLIAMS	20250106
101	43000	50210	\$72.41	AMAZON MKTPL*ZD02G6QM2	SHAWN WILLIAMS	20250106
615	49550	50210	\$36.21	AMAZON MKTPL*ZD02G6QM2	SHAWN WILLIAMS	20250106
620	49600	50210	\$36.20	AMAZON MKTPL*ZD02G6QM2	SHAWN WILLIAMS	20250106
101	42110	50300	\$2,160.00	DUO*COM	DANIEL T MEYER	20241209
101	42110	50404	\$11.80	MAIN STREET HARDWARE	DANIEL T MEYER	20241219
101	42110	50404	\$98.32	NAPA AUTO 0023892	DANIEL T MEYER	20241220
101	42110	50404	\$282.37	O'REILLY 1540	DANIEL T MEYER	20241220
101	42110	50332	\$75.00	BCA TRAINING EDUCATION	DANIEL T MEYER	20241223
101	42110	50212	\$52.43	KWIK TRIP #930	DANIEL T MEYER	20241223
101	42110	50433	\$236.39	THOMSON WEST*TCD	DANIEL T MEYER	20241226
101	42110	50404	\$149.50	CK HOLIDAY # 06403	DANIEL T MEYER	20250103
101	42110	50433	\$38.50	GETSLING.COM	DANIEL T MEYER	20250106

Total \$56,399.45

North Branch City Council Minutes

TUESDAY, FEBRUARY 11, 2025, 7:00 PM

City Hall, 6408 Elm St., North Branch, MN 55056

Members present:

Robert Canada, Jeff Goulet, Mayor Kevin Schieber, Travis Miles, Peter Schaps and various staff

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL – All Council Members in attendance.

4. AGENDA APPROVAL

Canada moved to approve the agenda, seconded by Miles. The motion was carried unanimously.

5. PRESENTATION & PROCLAMATION

- a. None

6. PUBLIC COMMENT – NONE

7. CONSENT AGENDA Member Canada made a motion to approve the consent agenda as presented. Seconded by Member Miles. Motion carried unanimously.

- a. Claims
- b. Approval of City Council Meeting Minutes of January 28, 2025
- c. Approval of Resolution R-145-2025 accepting the dedication of outlot A, Wildridge Plat 12
- d. Approval of Resolution R-146-2025 accepting donations received by the City of North Branch in 2024
- e. Approval of the Financing Agreement with KS State Bank for the purchase and upfitting of 3 squad cars

- f. Approval of application to conduct excluded bingo for St Gregory Knights of Columbus Council 10016
- g. Approval of Resolution R-148-2025 approving a reduction to the letter of credit for Fox Run 1st Addition
- h. Receive Monthly Legal Staff Report
- i. Approval of Resolution R-147-2025 SRTS CSAH 30 Improvement project – permanent ROW Easement and Temporary Construction Easement
- j. Approval of Resolution R-149-2025 SRTS CSAH 30 Improvement project – Cost Share Agreement
- k. Approval of Bulk Water Meter Purchase
- l. Adoption of the 2025 General Specifications and Detail Plates for Street and Utility Construction.

8. PUBLIC HEARINGS

- a. None

9. STAFF REPORTS

- a. Staff requests tabling of action relating to Voluntary Resignation of Assignment of Deputy City Clerk until City Council meeting on February 25, 2025 at 7:00pm. Mayor Schieber makes a motion to table, seconded by Member Miles, Motion passes unanimously.

10. MAYOR/CITY COUNCIL

- a. PTOS update – Nate give update, oath of office of members and elected officers. Sherwood Pines preliminary plat approved and will be forwarded to the Planning Commission and Council. They also looked at the Strategic Plan, including a variety of improvements to the parks and trails system. Bring meetings to various parks in hopes of having more public input. Mayor brings up the splash pad, welcomes public input on this topic. Mayor discussed a webpage and trying to create ideas to promote the parks and trails in our

community. Jeff asked if all the seats of the commission are filled? Nate says yes, they are.

- b. Planning commission update – Nate discussed the joint meeting with EDA to discuss the design standards of the industrial park. Member Schaps included information on the original design being a ‘Cadillac’ when all we might need is a Ford, Chevy. Member Canada asked if there was any discussion on the 400th overpass? Nate – it would entice people to come to the park, but it was not brought up at this meeting. Member Goulet asked about the timeline to making this happen. Nate laid out the proposed timeline incorporating public input and commission meetings.
- c. Mayor requested meeting on the 18th to initiate updates to the Comprehensive Plan. It will be held at 6:00pm
- d. Mayor requested a closed session for performance evaluation purposes at the February 25th council meeting. It will be at the end of the Regular Council Meeting.

11. ADJOURNMENT

- a. Being no further business before the City Council, Schieber moved, seconded by Canada, to adjourn the meeting at 7:22p.m. Motion passes unanimously.

Kevin Schieber, Mayor

ATTEST:

Mathew Hill, City Administrator



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 02/20/2025

Board & Commission: City Council

Subject: Approval of minutes from Finance, Public Safety, Public Works, Liquor and Personnel Advisory Committees

The first Advisory Committee meetings were held in the month of February to a high level of success. Minutes of the committees are included in the packet for consent agenda approval.

Voting Requirements:

Voting Options Simple Majority

MEETING NOTES

Finance Committee Meeting

Date | time 02/07/2025 | 3:30-5:00 PM | Meeting called by Sharon Wright

Attendees:

Peter Schaps, Councilmember | Jeff Goulet, Councilmember |

Matthew Hill, City Administrator | Sharon Wright, Finance Director | Nick Solberg, Accountant |

Welcome and Thank you

Finance Update

- A preliminary December 31, 2024 Finance Update was given for the General Fund and all Enterprise Funds (Sewer, Stormwater, Liquor Stores, Water, and Generation). Some discussion concerning the change in revenue for the General Fund was discussed. This is partially due to the Public Safety money that was received from the State. This was one time money.
- Sharon asked if the formatting needed to be changed. Jeff, Peter, and Matthew all agreed the current format is easy to read and understand and no changes are required.

Budget Overview

- Sharon discussed how the general budget timeline must follow the order of staffing, capital projects, and then operating as each of these is built off the prior step.
- Jeff mentioned that he would like to see what the Finance Department expectations are on the budget timeline. Also that more details would be helpful to make the dates mean something.
- We will start by discussing the staffing plan from 2025 and determine what changes need to be made.

Bonds discussion

- The City recently received a Moody's rating increase from A1 to Aa3. The upgrade can lead to better interest rates and better use of the City money as we look towards potential bond needs.
- The Public Works and Fire Department needs include three plow trucks, a Front-end loader, a leaf vacuum unit, a water tanker, and a ladder truck. The discussion of going out for bonds and if we should be looking at a longer range. What can we do reduce the need for going back out for bonds again in the near future. This will be further discussed during the capital project meetings.

Investments

- Interest earnings and how the allocation to the funds is done by taking the cash balance of each fund divided by the total cash to get

a percentage and then the interest is allocated based off of these amounts. A monthly entry is done for the interest earned that period.

- With the current interest rates, the City earned over \$690k in interest on investments for 2024. This is attributable to the higher interest rates being paid, as well as pursuing investment options that pay better rates without jeopardizing our safety.

Goals/Personnel for Finance Department

- Sharon talked about succession planning and strategies for the finance department. This includes a possible promotion for Nick and potentially moving Jill from Public Works to finance. This would allow for better internal controls and segregation of duties.

Next Meeting/Goals/Feedback

- The next meeting is set for March 7th at noon.

Adjournment

Public Safety Advisory Committee

2.4.2025

5:00pm

City Hall Conference Room

Attendees: Members Canada and Miles, PD Chief Meyer, FD Chief Heinen, Administrator Hill

Agenda:

PD – *See Pages 3-4*
Equipment

Vehicles

Computers/communications

Safety equipment

School

Personnel/Staffing

Current/upcoming needs

Training opportunities

FD –

Equipment

Vehicles in need of a tanker \$500,000 used ladder truck under \$1,000,000

Computers/communications currently using 3 personal laptops, have 2 laptops, 3 desktop computers 5 I pads city owned

Safety equipment

We have a mix of specialty equipment that we will be designing our current utility trailer to house properly for quick deployment. We also have a growing list of expiring equipment (wet suits, ropes, Extrication equipment etc...)

School

We do fire prevention with them. We really need to get into what they have for ERP's ,Active shooter, fire, severe weather etc.. and what they would expect from us.

Personnel/Staffing

Current/upcoming needs

Have 23 FF approved for 28. Holding off on hiring until a few more things are under control

Training opportunities

We are working on doing a second training a month, the plan is to do it on the second Wed of the month so we can do multi aid training with our neighbor departments.

Community/Joint safety

Radios

As everyone knows we are in need of these. We ordered all of the portables needed (should be here soon) we are only getting 5 mobiles due to a miscommunication at ordering. We need 6 more to the cost of approx. \$32,000. There is enough left in safety money to pay for this with approval from everyone involved. at this point PW did not get knew radio's but we will give them 4 of our best ones with newer batt.. We will also pay to have them reprogramed for PW's. It is still on clear who will pay for the service on those four radio's

Community Events

As of now we participate in what we are asked. We are working on getting a more formal list of events and how we can improve. This is still in the starting stages

Charter School Safety

General Public Safety needs with Parks, PW etc.

We are starting to work on our By-laws. This is a very big project. The approach we are taking is we are saving the original, making our changes. Once the officers are happy, we will send it to Matthew, once he is happy send to the attorney. Then to the department for their approval. The original copy will accompany the revised one for anyone to compare. Unless I am directed to do it differently.



Equipment

Vehicles - We currently have 16 squads in service:

- Squad #116 - 2016 Ford Police Interceptor Utility - Assigned to the Reserve Unit
- Squad #216 - 2016 Ford Explorer fleet (unmarked) - Assigned to Inv.
- Squad #316 - 2016 Ford F150 fleet (unmarked) - Chief's Vehicle
- Squad #117 - 2017 Ford Police Interceptor Utility - Assigned to Reserve Unit
- Squad #118 - 2018 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #218 - 2018 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #119 - 2019 Dodge Durango Pursuit AWD - Assigned to Patrol/SRO
- Squad #219 - 2019 Dodge Durango Pursuit AWD - Assigned to Patrol
- Squad #120 - 2020 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #220 - 2020 Dodge Durango fleet (unmarked *lease - exp. 3/21/25*) - Assigned to Inv.
- Squad #121 - 2021 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #122 - 2022 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #123 - 2023 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #223 - 2023 Ford Police Interceptor Utility - Assigned to Patrol
- Squad #124 - 2024 Ford F150 Police Responder - Assigned to Patrol
- Squad #125 - 2025 Ford Police Interceptor Utility - Assigned to Patrol

***We currently have a 2014 and 2015 Ford Police Interceptor on Public Surplus Auction Site

Speed Trailers

- 2017 Dekatur OS 300M Speed Trailer
- 2024 MPH Industries Matrix-3L-BAS Speed and Message Trailer

Training Trailer

- 2005 Carr 6X12 Enclosed Trailer

Computers

- All of our staff are assigned a tablet or laptop to be used in their squad or remotely out of the office. We are currently in the process of upgrading 10 Getac squad tablets we purchased in 2019 to Dell Laptops we purchased in 2024 with public safety money

Radios - ARMER System

- We currently have 30 "subscriber units" - pay Chisago County (\$618.18/unit) - (14 portables and 16 mobiles) and we own 4 older "user units" - pay Chisago County (\$303.18/unit)- (3 portables and 1 mobile)

Safety Equipment

- City currently has 25 ZOLL AED's
 - 16 in squad cars
 - 1 City Hall
 - 1 library
 - 3 FD
 - 2 PW
 - 2 Liquor Store
- All officers are certified as an Emergency Medical Responder and is assigned a medical bag and safety equipment (gloves, gowns, masks, face shields, etc)

Personnel/Staffing

Current/Upcoming Needs

- Currently have 14 sworn officer positions (includes 2 vacant police officer positions), 2 civilian positions (office manager and administrative assistant), and 6 volunteer reserve officers.
 - Currently in the background phase for 1 sworn officer position and taking applications for the second vacant position
 - Always accepting applications for our reserve unit
- We anticipate having one retirement (Sgt) in 2026 and two in 2028 (Inv. and Sgt)

Training and Staff Development

- Currently, eight of our sworn staff is a departmental trainer/ instructor in some capacity.
- Several of our officers are currently working towards a supervisor and/or investigator certificate through the BCA
- Three staff also took an extensive peer support training course last August and are certified as a public safety peer-to-peer support counselor
- We will be sending Officer Southworth to Basic SRO school in March

MINUTES
Public Works Advisory Committee
Friday, February 7, 2025
1:00pm at 6388 Maple Street

Attendees: Council Member Peter Schaps, Council Member Jeff Goulet, Director of Public Works and Utilities Shawn Williams, Admin Specialist Angela Tveit, City Administrator Matthew Hill

Hill welcomes everyone and explains these meetings are intended for discussion. All decisions will need to go to council meetings.

Williams leads discussion giving an overview of pw operations.

1. Project update

- a. GIS Implementation - contracted with WSB. Creating an app. About \$30k to get up and running. Will be a great resource.
- b. SCADA - monitor plants - demo at next meeting
- c. Water
 - i. Well Head Protection Plan - evaluate wells and aquifers to ensure protection from contamination.
 - ii. Rehab well 4 - 2025
 - iii. Clean tower 2 by outlet mall & 3 by Sunrise School in 2025. Preparing for tower reconditioning of tower 3 in 2026.
- d. Sanitary & Storm Sewer
 - i. Sanitary Sewer Comp Plan Update started will be completed by end of year.
 - 1. Started October 2024 completion June 2025
 - ii. Wastewater Facility Study
 - 1. Started Nov. 2024 completion 2027
 - 2. WSB is working in conjunction with Nero Engineering (specializing in wastewater)
- e. Roads
 - i. Pavement Management Plan
 - 1. WSB started Nov. 2024 completion June 2025
 - ii. Flink Ave. trail from 392 St. south to the connection point will start this spring and be completed by the end year.
 - iii. 2025 Overlay is in progress, currently in design, then will go out for bid, open bids April 3, 2025.
 - iv. County Road 30 Project & Trail Extension starting this spring, roundabout at 377th.

- v. Northwest Old Town Phase 1-this would be the next large utility reconstruction project-replacing water main, streets, adding storm, lining the sanitary.
 - vi. Northwest Old Town Phase 2-should be combined with phase 1-save on mob.
 - f. Generation-scada continues
- 2. Fleet/Equipment
 - a. List current assets and future needs here
 - i. Bonding for future purchase either late 2025 or early 2026 for approximately \$3,000,000
 - ii. 3 Plow Trucks
 - iii. Front End Loader
 - iv. Leaf Vac
 - v. Cargo Van
 - vi. Vac truck
- 3. Personnel
 - a. Status of hiring of 2 additional Maintenance I positions
 - i. 26 applicants
 - ii. Interviews next week
 - b. Hill updated everyone on the status of the 2025 49ers contract.
 - i. Language changes
 - ii. New positions
 - 1. Foreman to Public Works Manager
 - 2. Mechanic 1
 - 3. Mechanic 2
- 4. New Building when old firehall sells
- 5. Facilities Study refresh-Matthew to come address funding needs and procedure for moving forward-the public work building replacement ranked #1 in the study.
- 6. Angela will email out minutes, fleet list with lifespan, facility study, date of next generator run
- 7. Next meeting March 7th 10am. Tour Generation Plant, SCADA demo and information. Goulet discussed revenue sources like a municipal trash service, more discussion to come.

February 12, 2025
5:00PM

Liquor Advisory Committee Meeting Minutes

Attendees: Carla Golden, Matthew Hill, Sharon Wright, Council Member Jeff Goulet, and Council Member Travis Miles

Agenda

1. Cannabis discussion- Teams Meeting with David Assaf from Flaherty & Hood (City Attorney's Office)
2. Financial Report- EOY 2024
3. January 2025 Sales
4. Store 2 Lease
5. Personnel/Staffing Update
6. Operational Update
 - a. Marketing
 - b. Inventory
 - c. Displays/Vendors
7. Goals

Meeting Notes

1. Reviewed the option of opening a municipal cannabis dispensary. At the present time, it was agreed upon to not venture down this path at the current time.
2. Update on end of year numbers.
3. January 2025 sales were up 16% over January 2024.
4. Reviewed the notes from the attorney about the lease. We will continue to work on ways to pull a profit out of our second location until the lease is up.
5. Reviewed the current staff numbers at both locations. Store 1: Assistant manager, 8 part-time staff members and myself. Store 2: Store Manager and 5 part-time staff members.
6. Operational Update- Reviewed some sales strategies to try. Updating our current website tasting calendar. Looking into more advertising ideas. We will be Boosting ads on Facebook beginning in March to expand our reach. Checking into options with our billboard on 35W.
7. Goals- Get the online store up and running. Create more options for impulse buys. Create special sales days-increase foot traffic on slower business days. Cooler reset-reorganize.

Minutes
Personnel Advisory Committee

February 7, 2025

Attendees: Mayor Kevin Schieber, Council Member Bob Canada, Administrator Hill

1. Matthew discussed the possibility of bringing in a consultant to do a Compensation and Classification Study
 - a. Get DDA or MGT to do a full compensation and classification study for the Staff prior to the next contract negotiations.
 - i. This will also include
 1. Job descriptions for each position
 2. Annual Employment Review templates for each position

Members thought that the classification study can occur sooner, as the compensation study won't be needed until the next contract negotiations. Consideration should also be given to non-government jobs that we are competing against. These items should include the full compensation package, not just the wage.
2. Personnel Policy update
 - a. HR Generalist will lead this
 - b. City Attorney Representative might have some data on items that don't match employee law.
3. Current hiring
 - a. PW Maintenance I – Deadline for applications is Feb 7, with interviews expected the following Friday.
 - b. HR Generalist – Deadline for applications is Feb 14, with interviews expected the following Friday.
 - c. City Planner – Deadline for applications is Feb 21, with interviews expected the Following week
 - d. Police Officer – currently backfilling openings (2)
4. Matthew will be presenting his 120 day review of data/personnel needs of City of North Branch to the Advisory Committee at the March 7 meeting to get feedback, and then present to Council at March 18 Council worksession.



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 02/10/2025

Board & Commission: Planning Commission

Subject: Apporval of Planning Commissioner Appointment - Nate Ehalt

Background

Nate Ehalt has submitted an application to serve on the Planning Commission.

Planning Commission Recommendation

The Planning Commission conducted an interview at their February 4, 2025 meeting and recommend approval to appoint Nate Ehalt to the Planning Commission.

Requested Action

To recommend approval of Nate Ehalt to the Planning Commission.

Voting Requirements:

Voting Options Simple Majority



City of North Branch Application for Advisory Boards/Commissions

Board/Commission Applying For (please note that some boards/commissions may have special requirements for membership): ☐ Parks, Trails and Open Spaces Commission ☒ Planning Commission
☐ Economic Development Authority

Name: Nathan Ehalt email: nate.ehalt@gmail.com

Address: 5442 395th Street

Phone: 612.889.4630 How long have you lived in North Branch? Just moved

Occupation and Employer (name and address): County of Burnett, Administration
7410 County Road K, Siren WI 54872

Education and Professional Experience: Master of Public Administration. Almost two decades of public service.

Civic, Volunteer and Community Activities: _____

Previous Public Experience (Elected or Appointed): Community Development Director for the City of North St. Paul,
Long Term Recovery Coordinator at the City of Hugo.

Please briefly describe the aspects of your experience that you believe qualify you for the board or commission selected and explain why you would like to serve on that board or commission (if additional space is needed, you can attach a one page supplement):

I am interested in serving on the Planning Commission to ensure smart and focused growth for the Community I now call home.

I have the background and public sector knowledge to assist the North Branch Community in an effective way, as I have worked as a Community Development Director. In addition, I have secured and managed grants for housing development, public infrastructure, and managed TIF proposals and negotiated development agreements with the interest of tax payers at the forefront.

What issues do you believe the board or commission should consider: I do not know all the previous or current issues and so in order to answer this I will first need to better understand through staff, previous City Council actions, and planning documents what is the long term goal for the Community.

Date: 01/29/2025

Applicant Signature 

Please return to: City of North Branch, Attn: Interim City Administrator, 6408 Elm Street, PO Box 910, North Branch, MN 55056 or via email to: jasonz@ci.north-branch.mn.us

651-674-8113

www.ci.northbranch.mn.us

Under Minnesota law, some of the information requested above is public information, which must be provided to anyone who requests it. Some of it is classified as private information, which is not generally available to the public. All of the information will be used by the City Council in determining whether you should be appointed to a board or commission. Therefore the information will be reviewed at a city council meeting open to the public and will be part of the official record for that meeting and available to anyone. Only the information provided will be considered and failure to provide the requested information may result in your not being considered for appointment.



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 02/13/2025

Board & Commission: City Council

Subject: Approval of Resolution R-154-2025 Adopting the Chisago County 2024 All-Hazard Mitigation Plan

Background Information

In 2000 the federal government passed *The Disaster Mitigation Act of 2000 (DMA 2000)*, which reinforces the importance of mitigation planning in pre- and post-disaster situations. DMA 2000 requires that states and communities have a mitigation plan in place to be eligible to receive Hazard Mitigation Grant Program funds (HMGP) to aid in disaster relief. In 2004 and 2005, the City of North Branch along with other local governments within Chisago County participated in the planning and drafting of the Chisago County All-Hazard Mitigation Plan. This plan is intended to help all Chisago County communities coordinate their hazard mitigation plan and it covers all of the hazards addressed in the State of Minnesota's Hazard Mitigation Plan including wildfires, floods, violent storms (winter, summer, and tornados), extreme temperatures, drought, and infectious diseases. This original plan was approved by the Chisago County Board of Commissioners in 2009 and adopted by the North Branch City Council in 2013. Every five years, this plan needs to be revised and updated by the Chisago County Emergency Management and Homeland Security Office and re-adopted by local governments. The City of North Branch adopted Chisago County's updated plan in 2017. In 2024, city staff worked with Chisago County Emergency Management and assisted with the development of Chisago County's 2024 updated plan.

Attached is the revised and updated Chisago County 2024 All Hazard Mitigation Plan that has been approved by FEMA. In order for the City of North Branch to continue to be eligible for HMGP funds in the event of a declared disaster, the City Council must pass a resolution officially adopting this revised and updated plan.

Requested Action & Staff Recommendation

To pass a resolution adopting the Chisago County 2024 All-Hazard Mitigation Plan.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-154-2025

**A RESOLUTION ADOPTING THE CHISAGO COUNTY 2024 ALL-HAZARD
MITIGATION PLAN**

WHEREAS, the City of North Branch recognizes the threat that natural hazards pose to people and property within the City of North Branch; and

WHEREAS, Chisago County has prepared a multi-hazard mitigation plan, hereby known as Chisago County 2024 Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the Chisago County 2024 Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Chisago County from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of North Branch demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Chisago County 2024 Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of North Branch adopts the Chisago County 2024 Mitigation Plan. While content related to Chisago County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of North Branch to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Passed by the City Council of North Branch, Minnesota this 25th day of February, 2025.

Kevin Schieber, Mayor

ATTEST:

Matthew Hill, City Administrator

Chisago County 2024 Hazard Mitigation Plan



Chisago County Minnesota

2024 Hazard Mitigation Plan

Chisago County Sheriff's Office

Scott Sellman

Director of Emergency Management & Homeland Security

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Contents

Section 1 – Introduction	1
1.1 Hazard Mitigation Planning in Minnesota	1
1.1.1 Scope	2
1.1.2 Hazard Mitigation Definition	2
1.2 State Administration of Mitigation Grants.....	3
Section 2 – Public Planning Process	4
2.1 Planning Team Information.....	4
2.2 Review of Existing Plans, Capabilities & Vulnerabilities.....	5
2.3 Planning Process Timeline and Steps	6
2.3.1 Chisago County Stakeholder Coordination.....	6
2.3.2 Overview of Jurisdictional Participation.....	7
Section 3 – Risk Assessment and Vulnerability Analysis	9
3.1 Natural Hazard Identification.....	9
3.1.1 Hazard Prioritization	9
3.1.2 FEMA- and Minnesota-Declared Disasters and Assistance	10
3.2 Community Vulnerability	11
3.3 Climate Change	11
3.3.1 Climate Change Impacts and Resilience Planning	13
3.3.2 Health Impacts of Climate Change in Minnesota	14
3.3.3 Climate Change Adaptation.....	17
3.3.4 Climate Change Data and Tools in Minnesota.....	18
3.4 Jurisdictional Change in Risk or Vulnerability Assessment.....	18
3.4.1 Jurisdictional Responses.....	18
3.4.2 Future Development	23
Section 4 – Hazards.....	26
4.1 Flooding.....	26
4.1.1 Probability of Occurrence	26
4.1.2 Vulnerability.....	27
4.1.3 Flooding and Climate Change	28
4.1.4 Program Gaps and Deficiencies.....	29
4.2 Wildfire	30
4.2.1 Probability of Occurrence	30
4.2.2 Vulnerability.....	30
4.2.3 Wildfire and Climate Change.....	31
4.2.4 Program Gaps and Deficiencies.....	32
4.3 Windstorms	32
4.3.1 Probability of Occurrence	33

4.3.2	Vulnerability.....	33
4.3.3	Windstorms and Climate Change	34
4.3.4	Program Gaps and Deficiencies.....	34
4.4	Tornadoes	34
4.4.1	Probability of Occurrence	35
4.4.2	Vulnerability.....	36
4.4.3	Tornadoes and Climate Change.....	36
4.4.4	Program Gaps and Deficiencies.....	37
4.5	Hail.....	37
4.5.1	Probability of Occurrence	38
4.5.2	Vulnerability.....	38
4.5.3	Hail and Climate Change	39
4.5.4	Program Gaps and Deficiencies.....	39
4.6	Winter Storms	39
4.6.1	Probability of Occurrence	40
4.6.2	Vulnerability.....	40
4.6.3	Winter Storms and Climate Change	41
4.6.4	Program Gaps and Deficiencies.....	41
4.7	Extreme Cold	41
4.7.1	Probability of Occurrence	42
4.7.2	Vulnerability.....	42
4.7.3	Extreme Cold and Climate Change	43
4.7.4	Program Gaps and Deficiencies.....	43
4.8	Extreme Heat	43
4.8.1	Probability of Occurrence	44
4.8.2	Vulnerability.....	45
4.8.3	Extreme Heat and Climate Change.....	46
4.8.4	Program Gaps and Deficiencies.....	46
4.9	Drought.....	46
4.9.1	Probability of Occurrence	47
4.9.2	Vulnerability.....	47
4.9.3	Drought and Climate Change	48
4.9.4	Program Gaps and Deficiencies.....	48
4.10	Dam Failure.....	49
4.10.1	Probability of Occurrence	49
4.10.2	Vulnerability.....	49
4.10.3	Dam Failure and Climate Change	51
4.10.4	Program Gaps and Deficiencies.....	51
Section 5 – Mitigation Strategy		52

5.1	Community Capability Assessments	52
5.1.1	National Flood Insurance Program (NFIP).....	52
5.1.2	Plans and Ordinances.....	60
5.1.3	Plans and Programs in Place to Address Natural Hazards	60
5.2	Mitigation Goals.....	65
5.3	Mitigation Action and Project Strategies.....	66
5.3.1	Chisago County Mitigation Action Chart	70
Section 6 – Plan Maintenance		81
6.1	Monitoring, Evaluation, and Updating the Plan	81
6.2	Implementation	82
6.3	Continued Public Involvement	83
Appendices		
Appendix A – References		
Appendix B – Adopting Resolutions		
Appendix C – Local Mitigation Survey Report		
Appendix D – Plans & Programs in Place		
Appendix E – Past Mitigation Action Review Status Report		
Appendix F – Planning Team Meetings		
Appendix G – Public Outreach & Engagement Documentation		
Appendix H – Mitigation Actions by Jurisdiction		

Section 1 – Introduction

1.1 Hazard Mitigation Planning in Minnesota

Hazard mitigation planning refers to any sustained action to reduce or eliminate long-term risk to human life and property from natural disasters. The Federal Emergency Management Agency (FEMA) has made reducing hazards one of its primary goals, and a primary mechanism in achieving this goal is both the hazard mitigation planning process and the subsequent implementation of resulting projects, measures, and policies (FEMA, 2023b).

Since 1980, damages from natural disasters in the U.S. exceeded \$2.72 trillion. 2023 saw a record 28 separate billion-dollar weather and climate disaster events in the United States, breaking the previous record of 22 events set in 2020. Minnesota alone has experienced 59 separate billion-dollar disasters since 1980 (NCEI, 2024). Hazard mitigation planning is an effective process to prepare communities and lessen the impact of loss of life and property from future disasters. Although mitigation efforts will not eliminate all disasters, government at all levels should strive to be as prepared as possible for a disaster for the well-being of its residents.

The Hazard Mitigation Plan (HMP) is a requirement of the Federal Disaster Mitigation Act of 2000. The development of a local government plan is required to maintain eligibility for federal hazard mitigation grant funding programs. To be eligible for future mitigation funds, communities must adopt an HMP.

Researchers at the National Institute of Building Sciences looked at the results of 23 years of federally funded mitigation grants provided by FEMA, the U.S. Economic Development Administration (EDA), and the U.S. Department of Housing and Urban Development (HUD). Their findings revealed that for every \$1 spent on hazard mitigation funding in the nation, \$6 is saved in future disaster costs (Multi-Hazard Mitigation Council, 2019).

Chisago County is vulnerable to a variety of natural hazards that threaten the loss of life and property. Hazards such as tornadoes, flooding, wildfires, blizzards, straight-line winds, and droughts can potentially inflict vast economic loss and personal hardship.

This planning document is accompanied by a website that allows for easy stakeholder and community engagement, as well as interactive maps, dashboards, and infographics.

A broad overview of this companion website's features is as follows:

- About HMP Planning
- County Profile
- Natural Hazard Profiles
- Climate Change
- Mitigation Actions

[Chisago County HMP Website](#)

1.1.1 Scope

U-Spatial, University of Minnesota, was contracted by Minnesota Homeland Security and Emergency Management using FEMA Pre-Disaster Mitigation (PDM) grant funds to work with Chisago County Emergency Management to facilitate an update to the 2017 Chisago County HMP. U-Spatial brings extensive geographic data analysis skills and hazard risk assessment expertise to the process. U-Spatial also employed the services of Hundrieser Consulting LLC for county and stakeholder outreach as well as mitigation action development related to this plan.

This HMP evaluates and prioritizes the major natural hazards affecting Chisago County as determined by frequency of event, economic impact, deaths, and injuries. Mitigation recommendations are based on input from state and local agencies, the public, and national best practices.

This is a multi-jurisdictional plan that covers Chisago County, including the cities of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, Taylors Falls, and Wyoming. The Chisago County mitigation activities identified in this plan also incorporate the concerns and needs of townships, school districts, and other participating entities.

Members from each of these jurisdictions actively participated in the planning process by assisting with public outreach, attending planning team meetings, providing local information, identifying mitigation actions, and reviewing the plan document (see Appendix C). The information in these forms was used to help identify mitigation actions for local implementation (see also Section 2.2). Each jurisdiction will adopt the plan by resolution after the plan is approved by FEMA. County and local city resolutions will be added by Chisago County after final approval by FEMA (see Appendix B).

Chisago County has specified the following goals for this plan update:

- Include more recent data documenting the critical infrastructure and hazards faced by Chisago County.
- Reformat and reorganize the plan to reflect definitions of hazards as expressed in the 2024 Minnesota State Hazard Mitigation Plan.
- Reflect current hazard mitigation priorities in Chisago County.
- Encourage recipients and sub-recipients of hazard mitigation grants to consider climate change adaptation, resiliency, and equity in their planning efforts.

1.1.2 Hazard Mitigation Definition

Hazard mitigation may be defined as any action taken to eliminate or reduce the long-term risk to human life and property from natural hazards. The benefits of hazard mitigation planning include the following:

- saving lives, protecting the health of the public, and reducing injuries
- preventing or reducing property damage
- reducing economic losses
- minimizing social dislocation and stress
- reducing agricultural losses
- maintaining critical facilities in functioning order

- protecting infrastructure from damage
- protecting mental health
- reducing legal liability of government and public officials

1.2 State Administration of Mitigation Grants

FEMA currently has three mitigation grant programs that are administered by the State of Minnesota: the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) program. The HMGP, BRIC, and FMA programs are administered through the state of Minnesota Department of Public Safety Homeland Security Emergency Management (HSEM) Division. All applicants must have or be covered under an approved Hazard Mitigation Plan. Eligible applicants include state and local governments, certain private non-profit organizations or institutions, and tribal communities.

Section 2 – Public Planning Process

2.1 Planning Team Information

The Chisago County HMP planning team is headed by the Chisago County emergency manager, who is the primary point of contact. Planning team members include representatives from public and governmental sectors. Table 1 identifies the planning team individuals and the organizations they represent

[Find the planning team members on the Chisago County HMP website](#)

Table 1. Hazard Mitigation Planning (HMP) Team

Name	Agency/Organization	Participant Title
Scott Sellman	Chisago County Emergency Management	Emergency Management Director
Brandon Thyen	Chisago County Sheriff's Office	Sheriff
Chase Burnham	Chisago County Administration	County Administrator
Dan Dahlberg	Chisago County Board of Commissioners	Commissioner, District 5
Marlys Dunne	Chisago County Board of Commissioners	County Board Chair, District #3
Joe Triplett	Chisago County Public Works	Public Works Director
Kurt Schneider	Chisago County Environmental Services	Environmental Services Director
Lisa Thibodeau	Chisago County Environmental Services	Solid Waste Administrator
Paul Dennison	Chisago County Waste Disposal & Recycling	Household Hazardous Waste Facility Coordinator
Jon Eckel	Chisago County Enterprise Services	DES Director / CIO
Dennis Wilton	Chisago County Enterprise Services	Asst. Enterprise Services Director
Jon Eckel	Chisago County Enterprise Services	DES Director / CIO
Nancy Hoffman	Chisago County HRA-EDA	Executive Director
Courtney Wehrenberg	Chisago County Public Health	CHS Administrator, Public Health
Jodi Budde	Chisago County Public Health	Public Health Emergency Preparedness Coordinator
Madelyn Willaert	Chisago County Public Health	Community Health Supervisor
Victoria Deitschman	Chisago County Public Health	Environmental Community Health Specialist
Annalise Wiger	Chisago County Public Health	Disease Prevention and Control Coordinator
Robert Benson	Chisago County Health & Human Services	HHS Director
Benjamin Elfelt	Chisago Lakes Lake Improvement District	Administrator
Susanna Wilson Witkowski	Chisago County Environmental Services	Water Resource Manager
Jill Behnke	City of Center City	Mayor
Travis Greene	City of Center City	Fire Chief
Shawn Gallagher	City of Center City	Public Works Supervisor
Zach Reed	City of Chisago City Fire Department	Fire Chief
John Pechman	City of Chisago City	City Admin

Name	Agency/Organization	Participant Title
Jason Lind	City of Chisago City	Superintendent
Randy Carlson	City of Harris	Mayor
Bill Schlumbohm	Lakes Area Police Department (Chisago City & Lindstrom)	Chief of Police
Matt Fraley	City of Lindstrom	Public Works Director
Dan Meyer	City of North Branch	Chief of Police
Patrick Heinen	City of North Branch Fire Department	Chief
Shawn Williams	City of North Branch	Public Works Director
Angela Tveit	City of North Branch	Public Works Administrative Assistant
Nate Sondrol	City of North Branch	GIS/Parks Director
Linda Woulfe	City of North Branch	City Administrator
Amy Mell	City of Rush City	City Administrator
Bob Carlson	City of Rush City Fire Department	Fire Chief
TJ Potrament	City of Stacy-Lent Fire Dept.	Fire Chief
Jake Vodenka-Reed	City of Taylors Falls Fire	Fire Chief
Sherrie Thomasen	City of Taylors Falls	City Clerk
Robb Linwood	City of Wyoming	City Administrator
Neil Bauer	City of Wyoming Public Safety	Director of Public Safety/Police Chief
Michelle Meis	Nessel Township	Supervisor
Denise Stewart	Lakes and Pines Community Action Council	Executive Director
William Schwartz	ISD 831 Forest Lake Area Schools	Supervisor of Buildings and Grounds
Brian Dietz	Chisago Lakes School District	Superintendent
Sara Paul	North Branch Area Public Schools	Superintendent
Zach Berg	North Branch Public Schools	Director of Building and Grounds
James Larter	Forest Lake Schools	Building and Grounds Assistant Supervisor
Chad Chelgren	Forest Lake School District	Assistant Buildings and Grounds Supervisor
Kayla Hagfors	East Central Energy	Finance & Assets Manager
Emily Heinz	Comfort Lake-Forest Lake Watershed District	Planning Coordinator
Jon Dotterer	MN HSEM	Regional Program Coordinator
Chad Meyer	Isanti County Sheriff's Office	Captain/EM
Clinton Maxson	Isanti County Sheriff's Office	Emergency Manager
Lisa McMahon	Polk County, Wisconsin Emergency Management	Emergency Manager
Allison Strohl	Washington County Sheriff's Office - Emergency Management	Emergency Management Senior Planner

2.2 Review of Existing Plans, Capabilities & Vulnerabilities

Chisago County and its local communities utilized a variety of planning documents to direct plan development. These documents included a Comprehensive/Master Plan, Emergency Operations Plan,

Transportation Plan, etc. (see Section 5.1.3 and Appendix D). The planning process also incorporated the existing natural hazard mitigation elements from previous planning efforts. In addition, the 2024 Minnesota All-Hazard Mitigation Plan was consulted.

In the development of the Chisago County HMP, U-Spatial consultants reviewed and incorporated a variety of planning documents that direct community development and influence land use decisions for the county and its jurisdictions. In addition, U-Spatial consultants worked closely with the Chisago County emergency management director and other key county staff and local city officials to collect feedback on local mitigation capabilities and vulnerabilities that either support or hinder the ability to mitigate against natural hazards countywide and at the local level. Following is a summary of the assessment tools used to gather information on local capabilities and vulnerabilities during the planning process:

Capabilities Assessment (hazard-specific): In this assessment, detailed information was collected from Chisago County on current plans and programs in place (i.e., existing programs, plans, or policies) as well as program gaps or deficiencies that currently exist to mitigate against damages caused by each natural hazard addressed in the plan. Section 4 identifies current gaps and deficiencies for mitigation and Section 5.3 describes the mitigation capabilities that are in place by Chisago County to support mitigation.

Local Mitigation Surveys: As part of Chisago County's 2024 HMP update, participating jurisdictions and key county personnel were asked to fill out a Local Mitigation Survey (LMS) form. Questions in the LMS form addressed the following:

- Part A: Hazard Identification, Risk Assessment & Vulnerability Analysis
- Part B: Local Mitigation Capabilities Assessment
- Part C: Local Mitigation Projects
- Part D: Survey Participants

The purpose of the survey was to gather jurisdictionally specific information needed to support the update of the plan and to help inform development of local-level mitigation actions for the next five-year planning cycle (for the full Chisago County LMS report, see Appendix C).

2.3 Planning Process Timeline and Steps

In order to update the 2017 Chisago County HMP, U-Spatial consultants worked in coordination with Chisago County Emergency Management and members of the planning team. The updated plan includes new data documenting the types of hazards faced by Chisago County residents and emergency planning officials as well as new thinking on how to address these hazards.

2.3.1 Chisago County Stakeholder Coordination

Two planning team meetings took place via Zoom video conference hosted by U-Spatial. Meeting participants included representatives from Chisago County, city and township governments, neighboring jurisdictions, and other key stakeholders. Appendix F provides documentation of stakeholder outreach and participation in the plan update

Survey forms to acquire mitigation ideas and feedback remain available on the HMP website

To provide the opportunity for public input, Chisago County issued two news releases announcing the plan update and inviting public review and feedback on the draft plan. The news release provided information on where to view the plan and submit comments. The County HMP website, hosted by U-Spatial, and the feedback and mitigation action ideas survey will remain available through the five-year planning period to foster public engagement. Table 2 documents dates of Hazard Mitigation update meetings and public outreach. The public feedback period for the draft plan was open from 11/14/24 to 11/28/24, for a period of 15 days. Appendix G provides documentation of the public outreach for feedback on the draft plan by Chisago County and jurisdictions.

Table 2. Chisago County hazard mitigation update meetings and public outreach

Event	Date	Appendix
Kickoff Webinar	4/28/23	Appendix F, Planning Team Meetings
News Release #1	6/5/23	Appendix G, Public Outreach & Engagement Documentation
Planning Team Meeting #1	2/14/24	Appendix F, Planning Team Meetings
Planning Team Meeting #2	10/29/24	Appendix F, Planning Team Meetings
News Release #2	11/14/24	Appendix G, Public Outreach & Engagement Documentation

At the close of the public outreach period, the U-Spatial consultants worked with the Chisago County Emergency Manager and planning team to incorporate public feedback into the HMP.

For more information on the planning process, see Sections 5 and 6.

2.3.2 Overview of Jurisdictional Participation

Throughout the planning process, Chisago County and the U-Spatial team worked to engage representatives from the county and each city in the update of the plan. Key activities for jurisdictions included assisting with public outreach, participating in planning team meetings, providing local-level information, reviewing and providing feedback to the plan update.

U-Spatial and Chisago County actively used the following methods to engage jurisdictions in the HMP plan update process:

- **Zoom Video Conferencing:** Planning team meetings were conducted via Zoom video conferencing hosted by U-Spatial. Virtual meetings proved to be a beneficial addition to the planning process, resulting in a high turnout from jurisdictional representatives and other stakeholders, as well as providing the ability for presenters to collect, respond to, and document feedback from participants through Zoom functions such as surveys, chat, and Q&A.
- **Email Correspondence:** Email was a primary tool used to communicate with representatives from Chisago County, municipal governments, and other stakeholders. Emails were used to distribute news releases for public outreach, to invite participation in meetings and to share meeting summaries, as well as to request local information and final review of the draft plan.

Email proved to be an effective tool that resulted in increased jurisdictional participation and collection of locally specific information. Email was also used by the public to submit feedback to Chisago County following news releases on the HMP.

- **Phone Calls:** Phone calls were frequently used to conduct direct outreach or follow-up to jurisdictions to ensure participation or to collect information via one-on-one interviews. Phone calls proved to be an effective tool that resulted in increased jurisdictional participation and collection of quality information. Phone calls were especially useful in engaging very small communities that had limited staff or technological capabilities.

Cities participating in Chisago County HMP update varied by population and associated government resources to participate in the planning process (e.g., personnel, time, and technology). Rural communities with smaller populations (under 500) typically had part-time elected officials, limited-to-no city staff, and reduced city hall hours in which to conduct business. Chisago County and U-Spatial were sensitive to these local challenges and worked to help these local governments to participate using the methods that worked best to accommodate them, such as phone interviews to complete local mitigation survey forms (see Appendix C).

Table 3 provides an overview of each city's participation in the Chisago County HMP update planning process and a reference to supporting documentation.

Table 3. Jurisdictional participation in the planning process

Jurisdiction (2022 Est. Population, Esri)	News Release #1	Planning Team Mtg. #1	Local Mitigation Survey	Mitigation Action Charts	Planning Team Mtg. #2	News Release #2 & Plan Review
Supporting Documentation	App. G	App. F	App. C	Sec. 5.3 App. H	App. F	App. G
Chisago County (57,171)	X	X	X	X	X	X
City of Center City (621)	X	X	X	X	X	X
City of Chisago City (5,732)	X	X	X	X	X	X
City of Harris (1,106)	X	X	X	X		X
City of Lindstrom (4,890)	X	X	X	X	X	X
City of North Branch (11,152)	X	X	X	X	X	
City of Rush City (3,253)	X	X	X	X	X	
City of Shafer (1,159)	X		X	X		X
City of Stacy (1,169)	X		X	X	X	X
City of Taylors Falls (1,058)	X	X	X	X	X	
City of Wyoming (8,008)	X	X	X	X	X	X
Neighboring Jurisdictions:						
Pine County						
Kanabec County						
Isanti County		X			X	
Anoka County						
Washington County		X			X	
Burnett County, WI						
Polk County, WI		X			X	X

Section 3 – Risk Assessment and Vulnerability Analysis

The goal of mitigation is to reduce or eliminate the future impacts of a hazard, including loss of life, property damage, disruption to local and regional economies, and the expenditure of public and private funds for recovery. Sound mitigation practices must be based on sound risk assessment. A risk assessment involves quantifying the potential loss resulting from a disaster by assessing the vulnerability of buildings, infrastructure, and people.

The risk assessments in this plan are based on widely accepted tools and databases as well as consultation with hazard mitigation planning expertise at FEMA and HSEM as well as technical guidance from the MN DNR State Climatology Office. Geographic Information System (GIS) tools are used throughout to demonstrate geographically based risk and vulnerabilities.

3.1 Natural Hazard Identification

This assessment identifies the characteristics of natural hazard events, the severity of the risk, the likelihood of these events occurring, and the vulnerability of each jurisdiction’s population and assets.

[See a list of all natural hazards covered in the 2024 HMP](#)

The cornerstone of risk assessment is identifying the hazards that affect jurisdictions. Listed below are the natural hazards addressed in the 2024 Minnesota State Hazard Mitigation Plan:

Flooding	Lightning	Drought
Dam/Levee Failure	Winter Storms	Extreme Heat
Wildfires	Landslides (Erosion and	Extreme Cold
Windstorms	Mudslides)	Earthquakes
Tornadoes	Land Subsidence (Sinkholes	Coastal Erosion & Flooding
Hail	and Karst)	

3.1.1 Hazard Prioritization

As part of the plan update process, the planning team reviewed, updated, and prioritized the hazards faced by residents of Chisago County, updated the existing mitigation actions published in the 2017 HMP, and proposed new mitigation actions.

The team examined the hazards identified in the 2017 HMP and adjusted them to reflect the definitions of natural hazards used in the 2024 Minnesota State Hazard Mitigation Plan.

While this HMP focuses on natural hazards, planning took place with the understanding that many non-natural hazards could occur due to natural disasters (e.g., disruption in electrical service due to downed powerlines from heavy snow, ice storms, or high wind events).

The prioritization of hazards for the Chisago County HMP Update (Table 4) was based upon group review and discussion of the natural hazards that pose risk to the county during the HMP Planning Team Meeting #1. In the review of each hazard, the group was asked to consider if the risk to severe natural hazards had increased or decreased since the last plan, and if this affected their priority level to mitigate against that hazard. Appendix F provides the discussion notes from the meeting.

Table 4. Prioritization of hazards for 2024 Chisago County HMP Update

Natural Hazards	Current Priority
Flooding	High
Winter Storms	Moderate
Windstorms	Moderate
Hailstorms	Moderate
Tornadoes	Moderate
Wildfire	Moderate
Extreme Cold	Moderate
Extreme Heat	Moderate
Drought	Moderate
Lightning	Low
Landslides	Low
Dam Failure	Low

3.1.2 FEMA- and Minnesota-Declared Disasters and Assistance

Another historical perspective is derived from FEMA-declared disasters. Between 1957 and July 2024, 12 declarations were made in Chisago County: eight disaster declarations, three federal emergency declarations, and one fire declaration. See details of these disasters on the [Chisago County HMP website](#).

Minnesota Statutes Chapter 12A established a framework for state agencies to help communities recover from disaster. In 2014, Governor Mark Dayton signed legislation establishing the state's Disaster Assistance Contingency Account to assist local communities after a natural disaster when federal aid is not available. Damage required to declare a disaster is half the threshold of the federal/FEMA public assistance (only) program threshold (MN HSEM, 2019). Chisago County has not been included in any State Disaster Declarations.

The Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA) Program are FEMA-administered hazard mitigation assistance programs which provide funding for eligible mitigation planning and projects that reduce disaster losses and protect life and property from future disaster damages (FEMA, 2021). Table 5 lists the projects in the county funded by a hazard mitigation assistance program.

Table 5. Historical hazard mitigation funding awarded in Chisago County

Project Identifier	Sub-Grantee	Project Type	Project Total	Federal Share
DR-1116-0005-R	Taylor Falls	403.2: Stormwater Management - Diversions	\$231,390.00	\$173,542.00
DR-4131-0002-P	Chisago City	91.1: Local Multihazard Mitigation Plan	\$29,948.00	\$21,206.00

SOURCE: (FEMA, 2023c)

3.2 Community Vulnerability

The degree to which a person is vulnerable to the impacts of a hazard depends on how well they can react before, during, and after a hazardous event. The Centers for Disease Control and Prevention (CDC) Agency for Toxic Substances & Disease Registry (ATSDR) defines social vulnerability as “...the resilience of communities when confronted by external stresses on human health, stresses such as natural or human-caused disasters, or disease outbreaks” (ATSDR, 2020). Exacerbating these stressors are the increasing number of extreme weather events attributed to Minnesota’s changing climate (MPCA, 2018).

The ATSDR created the CDC Social Vulnerability Index (SVI) to help identify vulnerable communities that need support in preparing for hazards or recovering from disaster. The CDC SVI is created at the census tract level using American Community Survey (ACS) five-year data.

The SVI is included in the FEMA National Risk Index (NRI) and presented on the webpage for each hazard. Additionally, at-risk populations are summarized for each jurisdiction in the county profile page. Vulnerable attributes of a population are addressed with each natural hazard.

[Explore population vulnerability on the Chisago County HMP Website](#)

3.3 Climate Change

Minnesota’s climate change summary is informed primarily by the Midwest Chapter of the Fifth National Climate Assessment (NCA5) dated November 2023 and with interpretations from the MN DNR State Climatology Office (Wilson et al., 2023).

Rising global temperatures and the resulting increases in atmospheric moisture from evaporation of ocean waters have allowed Minnesota to become warmer, wetter, and more humid during the past several decades. The ten combined warmest and wettest years between 1895 and 2022 all occurred since 1998. Nights have warmed faster than days since 1970, and winter has warmed several times faster than summer. Even with the drought conditions of the early 2020s in Minnesota, heavy precipitation continues to show long-term increases, with damaging rain and snowfall events reported somewhere in the state each year of the decade through 2023. Despite no increase in the highest temperatures of summer, maximum annual heat index values (one measure of how hot it feels) have been rising across the state because of increased humidity during heat waves.

Even though periods of intense growing-season drought have defined the climate of the early 2020s in much of Minnesota, long-term increases in annual precipitation have continued because of heavy and even record-setting precipitation during the cold season. For instance, record-dry conditions during May through mid-August of 2021 led to parts of northwestern and northern Minnesota reaching “Exceptional Drought”—the worst category on the US Drought Monitor. A shift to a stormy pattern during the following winter and spring, however, produced unprecedented precipitation between December in May in the exact same areas, with historic flooding along the Rainy River.

The observed changes in our climate have altered growing seasons, damaged forests, challenged natural resource management, limited recreational opportunities, destroyed infrastructure, and affected the conditions of lakes, rivers, wetlands, and groundwater aquifers that provide water for drinking and agriculture. Climate models project that temperature and precipitation increases will continue in Minnesota through the 21st century, with hotter summers and increased drought severity during dry periods as well.

To help the public understand how the changing climate has affected and is expected to affect the behavior of common weather hazards in the Minnesota, the MN DNR State Climatology Office developed graphical summaries of the scientific confidence associated with each hazard's relationship to climate change (Table 6 and Table 7). Climate change in Minnesota has by far the strongest associations with (1) sharp declines in the frequency and severity of extreme cold outbreaks, tied to a persistent warming of winters, and (2) sharp increases in the frequency and intensity of extreme precipitation events. For instance, from 1970 through 2023, Minnesota's winters warmed at a rate of almost one degree F per decade, and approximately three-four times faster than summer. During that same period, the coldest night of the year has warmed almost twice as fast as winter as a whole—up to two degrees F per decade (or 20 degrees F per century).

Despite major losses to cold extremes, the warming climate and increased abundance of atmospheric moisture has led to an uptick in many heavy snowfall metrics across Minnesota, leading to moderately high confidence that the changing climate is increasing heavy snowfall events—even as other winter characteristics decline. The intensity and frequency of tornadoes and severe convective storms are weakly connected at best to recent climate changes, and since the 1950s, despite superior detection and verification capabilities, the number of damaging tornadoes rated at least F-2 or EF-2 in Minnesota has shown no increases. Dramatic changes in the seasonal and geographical ranges of severe convective weather have, on the other hand, already affected Minnesota. In 2021, a damaging tornado crossed the Boundary Waters into Canada, becoming the latest on record so far north in the state. Then, on December 15th, an outbreak of destructive thunderstorm winds and over 20 tornadoes struck the southeastern parts of the state, producing the latest tornadoes on record by 29 days.

The climatic picture is expected to change further beyond the 2020s and especially as Minnesota approaches the middle of the 21st century (Table 7). Dramatic losses in extreme cold and additional increases in heavy and extreme precipitation are expected to remain the state's leading climate change symptoms. Although Minnesota has not yet observed increases in the frequency, severity, or duration of summertime high temperatures or drought (through 2023), climate model projections summarized in NCA5 indicate that heat waves are all but certain to increase by mid-century. A 2018 study conducted by NOAA scientists indicates that by the 2050s, heat waves in Minnesota will be more attributable to climate change than to natural variability (Lopez et al., 2018).

Table 6. Confidence that climate change has already impacted common Minnesota weather/climate hazards

Confidence	Hazard	Recent & Current Observations
Highest	Extreme cold	Rapid decline in severity & frequency
	Extreme rainfall and heavy snowfall	Becoming larger and more frequent

Confidence	Hazard	Recent & Current Observations
Moderately High	Humid heat waves	Some increase in maximum dew point and Heat Index values since 1980
Moderately Low	Tornadoes, hail, thunderstorm winds	Intensity and frequency unchanged, but seasons expanding aggressively
Low	Drought and dry spells	Intense & major episodes in early 2020s but no long-term trend
Lowest	Summer high temperature extremes	Highest temperatures still well within historical ranges, and number of hot days increasing only slightly in isolated locations

SOURCE: (BLUMENFELD, K. MINNESOTA STATE CLIMATOLOGY OFFICE, PERSONAL COMMUNICATION, DECEMBER 21, 2023)

Table 7. Confidence that climate change will impact common Minnesota weather/climate hazards through 2070

Confidence	Hazard	Expectations through 2070
Highest	Extreme cold	Continued rapid decrease in severity and frequency
	Extreme rainfall	Unprecedented events more common
High	Heat waves	Summer high temperatures, maximum dew point and heat index values all projected to increase
Moderately High	Drought	Increased severity likely as summer heat increases; frequency and duration projections unclear
	Heavy snowfall	Greater extremes, but events less frequent as winter rain increases
Moderately Low	Tornadoes, hail, thunderstorm winds	Intensity and frequency unclear but continued seasonal expansion and larger “outbreaks” possible

SOURCE: (BLUMENFELD, K. MINNESOTA STATE CLIMATOLOGY OFFICE, PERSONAL COMMUNICATION, DECEMBER 21, 2023)

3.3.1 Climate Change Impacts and Resilience Planning

The NCA5 states that even if the world decarbonizes rapidly, the Nation will continue to face climate impacts and risks. Adequately and equitably addressing these risks involves longer-term inclusive planning, investments in transformative adaptation, and mitigation approaches that consider equity and justice. In the Midwest, rising temperatures, extreme precipitation, drought, and other climate-related events are impacting agriculture, ecosystems, cultural practices, health, infrastructure, and waterways. Communities, Indigenous Peoples, governments, and businesses are embracing adaptation approaches that include climate-smart agriculture, improved landscape management, innovative green infrastructure financing, and collaborative decision-making.

NCA5 includes these key messages for the Midwest region ([Chapter 24: Midwest](#)):

- Changes in precipitation extremes, timing of snowmelt, and early-spring rainfall are expected to pose greater challenges for crop and animal agriculture, including increased pest and

disease transmission, muddier pastures, and further degradation of water quality. Climate-smart agriculture and other adaptation techniques provide a potential path toward environmental and economic sustainability.

- Increasing incidence of flooding and drought is expected to further alter aquatic ecosystems, while terrestrial ecosystems are being reshaped by rising temperatures and decreasing snow and ice cover. In response, communities are adapting their cultural practices and the ways they manage the landscape, preserving and protecting ecosystems and the services they provide.
- Climate change has wide-ranging effects on lives and livelihoods. Mitigation and adaptation strategies, such as expanded use of green infrastructure, heat-health early warning systems, and improved stormwater management systems, when developed in collaboration with affected communities, have the potential to improve individual and community health.
- Increases in temperatures and extreme precipitation events are already challenging aging infrastructure and are expected to impair surface transportation, water navigation, and the electrical grid. Shifts in the timing and intensity of rainfall are expected to disrupt transportation along major rivers and increase chronic flooding. Green infrastructure and public and private investments may mitigate losses, provide relief from heat, and offer other ways to adapt the built environment to a changing climate.
- Climate-related changes to water quantity and quality are increasing the risks to ecosystem health, adequate food production, surface water and groundwater uses, and recreation (high confidence). Projected increases in droughts, floods, and runoff events across the Mississippi River basin and the Great Lakes will adversely impact ecosystems through increased erosion, harmful algal blooms, and expansion of invasive species.

Key messages from the NCA5 are indicated in green throughout this document.

3.3.2 Health Impacts of Climate Change in Minnesota

Climate change already impacts our health, and these impacts are expected to worsen in the years ahead. The risks are especially high for Minnesotans who are less able to cope due to their age, income, housing insecurity, preexisting health conditions, and more.

Heat, air pollution (including wildfire smoke and allergens like pollen), extreme precipitation, floods, droughts, and ecosystem changes are all “climate hazards” that impact our health. Some of these climate hazards have a direct effect, like a heat-related illness from a heatwave, while some have an indirect impact, like exacerbation of asthma from mold growth in a flooded basement.

Heat

Minnesotans will experience a wide range of impacts from the increased frequency and severity of extreme heat events. Higher heat, increased humidity, and longer and more frequent extreme heat events can lead to direct health impacts of dehydration and heatstroke. Untreated heat stroke can lead to death. Heat-related illness directly accounted for 75 deaths in Minnesota from 2000–2022.

Heat can also worsen existing health conditions, such as respiratory and cardiovascular diseases. The people most at risk include those who are more exposed and those who may be more susceptible due to physiological reasons. People more likely to be exposed to heat include outdoor workers in

agriculture and construction, student athletes, people who live in cities (due to the heat island effect), people without air conditioning, and unhoused persons.

People at higher risk because of physiological reasons include those with underlying medical conditions, pregnant people, older adults, infants, and young children.

Just as one example of the devastating effects of heat, in the summer of 2011, Minnesota had six days when the heat index was 105 degrees F or higher—and that same summer there were 1,302 emergency department visits and 3 deaths due to heat. What makes these numbers tragic is that heat-related illnesses are preventable.

Indirect impacts of extreme heat include infrastructure failures like roads buckling and power outages; strain on essential services, such as emergency medical services and law enforcement response time due to increases in crime; and disruptions to important social and economic networks, such as school and event cancellations, which reduces access to education, physical activity, and community support.

Air Pollution

In general, we breathe clean air in Minnesota, according to federal standards. But on some days and in some locations, air is unhealthy due to ozone or fine particulate matter. Greenhouse gas emissions can increase air pollution, and rising temperatures can also affect the formation and release of pollutants. Unhealthy air days are expected to become more frequent, and more intense due to climate change.

Climate change is likely to increase three main air contaminants in Minnesota: ozone, particulate matter (including wildfire smoke), and allergens. These air pollutants can cause or exacerbate cardiovascular and respiratory diseases, chronic obstructive pulmonary disease (COPD), allergies, and asthma.

Pollen is intensifying with climate change, and can trigger allergies, asthma attacks, and affect other respiratory conditions. In Minnesota, asthma affects one in 16 children (6.4%) and one in 13 adults (7.4%). People with asthma need to be especially aware of pollen sources and seasons to prevent an allergy-related asthma attack.

There are three pollen seasons in Minnesota: trees, grasses, and weeds. Trees are the first to release pollen, typically starting in early April, grasses usually ramp up pollen release in early June, and weeds typically begin releasing pollen in mid-June and continue until the first hard frost. Research shows that the growing season for ragweed pollen, which is highly allergenic, has increased by 15 to 25 days in and around Minnesota. The lengthening pollen season is strongly related to climate change characteristics, such as lengthening of the frost-free season and later timing of the first fall frost.

Indirect health effects from air pollution can include reduced visibility on a high smog day, reduced productivity at work or school due to allergies or asthma, and reduced productivity and degradation of crops and water sources, which can lead to economic burdens.

Those most at risk include:

- Children, because they have developing lungs, are outside more, and they play vigorously and inhale more air per pound of body weight compared to adults.
- Adults over 60, because their bodies are aging.

- People with chronic respiratory or cardiovascular disease because they are more susceptible to air pollution.
- Individuals living near other sources of air pollution (such as roadways, freeways, and heavy industry), because they are chronically exposed to air pollution.
- People of color, because they are more likely to be exposed to more air pollution and have a disproportionate burden of heart and lung diseases, which may increase susceptibility.

Extreme Precipitation, Floods, Drought

Rain is falling more frequently in extreme, heavy, localized events, leading to some parts of our state experiencing flooding while other parts experience drought.

Increased frequency and severity of heavy rainfalls can lead to flooding, which results in both direct and indirect health impacts like:

- Injury or even death from drowning.
- Illnesses from being exposed to contaminated drinking water or recreational sources.
- Mental health stress from experiencing the trauma of the event or later from being displaced or dealing with damaged homes and business.
- Respiratory ailments from exposure to mold from flooded basements.
- Carbon monoxide poisoning from exposure to carbon monoxide when using secondary power sources, like generators.
- Flooding can also disrupt economic and social networks and put a strain on essential services.

The people most at risk are Minnesotans who are more likely to be exposed to flood waters, like those who live in a flood plain or near water bodies, or people who cannot easily evacuate or recover from flooding destruction, such as people who do not have reliable transportation, people who can't use the stairs when elevators are out of service, people in wheelchairs, people with disabilities, older adults, and lower income people.

Heavy rain events can cause standing water in backyards or basements. Many homeowners have experienced wet basements, which is mentally and financially stressful, and if mold starts to grow that can become a health problem.

Localized flash flooding can also be a problem where our infrastructure is undersized, and people get caught off guard by flooded roads. This is an important public health safety concern as almost half of flash flood fatalities occur in vehicles. It takes as little as six inches of fast-moving water to knock over and carry away an adult, and as little as 12 inches can carry away a small car.

Another public health concern with precipitation changes exacerbated by climate change is waterborne disease outbreaks. Heavy downpours can lead to a host of problems, including increased runoff and sewage overflows, which can cause outbreaks of waterborne diseases such as E. coli and Cryptosporidium. Runoff can carry viruses and other disease-causing agents into wells and recreational waters, contaminating them and causing health problems.

Zoonotic Diseases

Zoonotic diseases or zoonoses are caused by germs like viruses, bacteria, parasites, and fungi that spread between animals and people. Increases in temperatures and changes in rain patterns are

changing our ecosystems, which can affect the spread of diseases carried by insects, ticks, rodents, birds, and other animals.

Diseases from ticks include Lyme disease, Anaplasmosis, and Babesiosis. As temperatures increase, disease-transmitting ticks will become active sooner and stay active longer, allowing more time to develop and feed on hosts. Ticks thrive in warm humid environments.

Additionally, there may be a decreased die off over the winter months if temperatures do not get very cold. An increase in winter temperatures can also lead to new tick species moving into and surviving in Minnesota, which can lead to the introduction of new diseases.

People more at risk for diseases carried by insects, ticks, and rodents are people who spend more time outdoors or are more exposed to these pests.

Harmful Algal Blooms

An increase in water temperatures can lead to blue-green algal blooms, which contain toxins that can pose harmful health risks. People or pets who drink or swim in water with dangerous levels of harmful algal bloom (HAB) contamination may experience stomach illness, skin irritation, allergic responses, and damage to the liver and nervous system. In extreme cases, dogs and other animals have died after drinking water containing these toxins.

Harmful algal blooms in Minnesota lakes result from several factors including runoff from fertilizers, discharges from waste treatment plants, warmer waters, and higher temperatures. While HABs can occur naturally, the frequency of outbreaks is increasing in part because human activities create favorable conditions for the blooms.

Zoonotic diseases and HABs can have an indirect health effect when they threaten the livelihoods of people who work in recreation-dependent economies that revolve around camping, fishing, and hunting.

Mental Health

Climate change threatens our mental health through direct exposure to a climate-related disaster (e.g., flooding); through the disruption to a major determinant of health, such as a loss of livelihood or a cultural tradition; and through awareness or uncertainty of climate change as an existential threat. These experiences may overlap and lead to compounded impacts on an individual or even an entire community, such as family farmers burdened with decadal drought who are more likely to commit suicide.

Existing research has associated several mental health conditions with climate change, such as psychological distress, grief reactions, depression, post-traumatic stress disorder, interpersonal conflicts, drug or alcohol abuse, loss of identity, and suicidal ideation.

Vulnerable populations such as children, the elderly, communities of color, and other marginalized communities are most at risk of climate change-related mental health impacts.

3.3.3 Climate Change Adaptation

Climate change adaptation is important for increasing the resilience of communities and the environment. The shocks caused by more extreme weather events and the stressors of longer-term changes to the climate affect all natural systems. For human communities, these impacts challenge

the surroundings in which they live, the critically important ecosystem services upon which they depend, public health, local facilities and infrastructure, the safety of their residences, and the viability of their livelihoods. Development trends can further exacerbate both climate impacts and population vulnerability. Communities are only as resilient as the most vulnerable within them.

3.3.4 Climate Change Data and Tools in Minnesota

The University of Minnesota Extension and the University of Minnesota's Water Resources Center coordinate the Minnesota Climate Adaptation Partnership (MCAP), which brings together federal and state agencies, organizations, and individuals statewide with an interest in climate adaptation. MCAP received funding after the 2021 legislative session to develop high-resolution (2.6 mile/4km grid) dynamically downscaled climate projections utilizing the University of Minnesota's Supercomputing Institute. This data is being made publicly accessible via the new [Minnesota CliMAT—Climate Mapping and Analysis Tool](#). This interactive online tool provides highly localized climate projections for Minnesota. MN CliMAT is based on data from the latest generation of global climate models, called [CMIP6](#). With the dynamically downscaled climate projection data, users can visualize even how small cities will likely be impacted in the coming decades (Liess, S. et al., 2023).

More resources are available on the [climate change page](#) of the Chisago County website

3.4 Jurisdictional Change in Risk or Vulnerability Assessment

Jurisdictions in Chisago County have varying vulnerabilities to and concerns about impacts to their communities. Interviews with jurisdictional representatives in addition to the Local Mitigation Survey resulted in some specific concerns (see Appendix C). Participants were asked to provide feedback on how their community's vulnerability to natural hazards had either increased (due to changes such as development) or decreased (due to local mitigation efforts) over the past five years.

At the local jurisdictional level, several communities did note an increase in development over the last five years as a factor for an increase in vulnerability to severe weather or disaster events.

3.4.1 Jurisdictional Responses

As part of the Local Mitigation Survey form, Chisago County Emergency Management and each city jurisdiction were asked to provide a vulnerability assessment that described what structures, systems, populations, or other community assets were susceptible to damage and loss from specific hazard events. This information was used to help tie local vulnerability back to the exposure of people, buildings, infrastructure, and the environment to the natural hazards listed in Table 4 and to assist local governments in development of related local mitigation actions to reduce risk.

The following is a compilation of common responses taken directly from jurisdictional representatives as preserved in Appendix C: Part A. Responses here are edited only for clarity.

Chisago County

Flooding: Within Chisago County there are cities and townships that are affected every spring with washouts and over road flooding. Several fire departments within the county assist with sand bagging when needed.

There are 2 weirs within the Chisago County Lake Improvement District that are over 40 years old. These weirs serve as main prevention infrastructure to decrease the risk of area flooding during high rain events. During a recent structural inspection, it was determined that these weirs are going to need to be replaced if they cannot be repaired.

Ice Storms, Blizzards: There are overhead power lines throughout the county that are vulnerable to the impacts from ice storms and high winds.

Windstorms, Tornadoes: Very few mobile home parks within the county have adequate storm shelters. We need to continue to work with mobile home parks as well as campgrounds to have adequate storm shelters. This is a major concern with Emergency Management.

Extreme Cold: We don't have many established shelters to use for extreme cold events.

Wildfire: We have had some major wildfire events in the past years. We also have citizens that could be better prepared for this type of disaster.

City of Center City

All Hazards: We need to obtain a portable generator for our City Hall and Fire Hall siren. We also have a large population of senior citizens that do not use cell phones to receive emergency notifications.

Flooding: We have a city lift station and a few man holes in sewer system that could flood during high rain events.

Ice Storms, Blizzards: Much of the city's municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches.

Windstorms, Tornadoes: We have experienced power outages from strong wind events that brought down power lines and resulted in loss of power to wells and lift stations.

Extreme Cold: In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold. The city has experienced damages to roads from spring frost heaves.

Lightning: Lightning has hit lift stations knocking out control panels.

Landslides: Landslides could be caused by heavy rain/flooding which could compromise homes and/or roadways on the ease shorelines of the lakes.

Drought: Drought could cause watering restrictions and possible supply issues to both businesses and residents.

City of Chisago City

All Hazards: We need to obtain a portable generator for our lift stations and city wells for use during large scale power outages. We also have a large population of senior citizens that do not use cell phones to receive emergency notifications.

Flooding: We need to replace several culverts to better handle high rain events.

Ice Storms, Blizzards: Much of the city's municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches.

Windstorms, Tornadoes: We have 1 mobile home park within the city that does not have a storm shelter and residents are vulnerable to high wind and tornado events. Our regional park is active during summer and fall months with tents and campers and the storm shelter does not have emergency power. We also have new annexation areas in the west end of the city that should have an outdoor warning siren installed. We have experienced power outages from strong wind events that brought down power lines.

Extreme Cold: We have a high population of senior citizens and low-income residents who are more vulnerable during periods of extreme cold with power outages. The city has experienced damages to roads from spring frost heaves, frozen culverts that cause localized flooding.

City of Harris

Flooding: The city has several culverts that are undersized and need to be upgraded. Firemen's Park is vulnerable to flooding during high water events and has damaged structures at the park.

Windstorms: The city does not have the equipment to remove downed vegetation on roadways after a high wind event. This causes delays in the ability of emergency services to dispatch and hampers utility workers from restoring services.

Drought, Wildfire: The increase in the number of wildfires during the drought season has put a burden on the city's fire department. The department is working with older equipment that desperately needs updating to keep up with the demands of the increase and size of the wildfires.

City of Lindstrom

No local vulnerabilities to report.

City of North Branch

All Hazards: We need to obtain a generator for our Fire Station that serves as our local shelter if people are displaced from a severe storm event or extended power outages. We also have a large population of senior citizens that do not use cell phones to receive emergency notifications.

Flooding: We have undersized or lack of adequate stormwater infrastructure to better handle rain events on Birch St.

Ice Storms, Blizzards: Much of the city's primary municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches.

Windstorms, Tornadoes: We have new developments in the east, southwest and northeast portions of the city that should have an outdoor warning siren installed. We have experienced power outages from strong wind events that brought down power lines.

Extreme Cold: We have a high population of senior citizens and low-income residents who are more vulnerable during periods of extreme cold with power outages. In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold. The city has experienced damages to roads from frozen culverts that cause localized flooding.

City of Rush City

Windstorms, Tornadoes: We have 1 mobile home park within the city that has a small storm shelter that they have turned into an office. It is not adequate for the residents of the park. We have a new development on the west side of the freeway, a new development on the northeast side of the city, and a new senior living facility on the south side of the city that could have outdoor warning sirens installed.

Flooding: We need to upsize several culverts to better handle high rain events. We have a house along the St. Croix River that is prone to flooding in the spring.

Extreme Cold: We have a high population of senior citizens and low-income residents who are more vulnerable during periods of extreme cold with power outages. In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold.

City of Shafer

All Hazards: We need to obtain a portable generator for our water and sewer system.

City of Stacy

Nothing to report.

City of Taylors Falls

All Hazards: We need to obtain an automatic generator for our City Hall and Fire Station that serves as our local shelter if people are displaced from a severe storm event or extended power outage. This is also needed to get fire apparatus out of the station in a timely manner during power outages.

Ice Storms, Blizzards: Much of the city's municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches. Much of our main roads in the community are on steep grades. Vehicles often slide down the hills uncontrollably causing accidents, damage to property and injuries.

Windstorms: High winds that may bring down trees and branches. Windstorms have caused significant damage to structures.

Flooding, Dam/Levee Failure: We have homes along the St Croix River that have experienced repetitive flooding. We also have a hydroelectric dam on the river. In the event of dam or levee failure homes and businesses would be flooded.

Extreme Cold: We have a high population of senior citizens and low-income residents who are more vulnerable during periods of extreme cold with power outages. In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold. The city has experienced damages to roads from spring frost heaves, frozen culverts that cause localized flooding.

City of Wyoming

Flooding: Areas where we can have some flooding during rain events include Fireside Parks and 250th and Hwy. 61.

Severe Winter/ Summer Storms: We have some areas of the community that still have above-ground power. Above ground power lines can fail from a range of severe weather events.

Extreme Cold: Frost can wreak havoc on gravel roads in spring.

Wildfire: Carlos Avery State Wildlife Management Area is a large area that can be affected by wildfire. We also have oak wilt and Emerald Ash Borer affecting large amounts of trees.

3.4.2 Future Development

Because Chisago County is vulnerable to a variety of natural hazards, the county government—in partnership with the state government—must make a commitment to prepare for the management of these events. Chisago County is committed to ensuring that county elected and appointed officials become informed leaders regarding community hazards so that they are better prepared to set and direct policies for emergency management and county response.

As part of the vulnerability assessment conducted for the Chisago County HMP update, jurisdictions were asked to describe if there were any factors related to population growth, zoning, or development they felt have increased their community's vulnerability to future severe weather or disaster events. The following is a compilation of common responses taken directly from jurisdictional representatives as preserved in Appendix C: Part A. Responses here are edited only for clarity.

Chisago County

Nothing to report.

City of Center City

Nothing to report.

City of Chisago City

Between 2005 and 2023 we had a series of annexations that has increased the population of Chisago City by over 100% and the land mass by almost 800% to almost 15 square miles. With an increase in population and construction of more homes and commercial properties, we have also witnessed more storm water discharging to our stormwater system. We feel this is due to more impermeable surface which has increased stormwater runoff and the amount of precipitation seems to have increased per rain event.

The city also has a large assisted living facility, surrounded by a large concentration of senior residents in one location that will need assistance during a disaster event.

City of Harris

Nothing to report.

City of Lindstrom

Some of our more recent developments include a new apartment complex located on Olinda Trail, increasing population and density, as well as a senior housing complex with a memory

unit. This would provide challenges to evacuation and medical assistance in the case of severe weather events and damage.

City of North Branch

Between 2019 and 2023 there have been 426 new single-family homes and 284 multi-family units constructed in the city, which has increased our population and potential for damage to new structures. Many of those homes were built as slab-on-grade, so residents do not have a basement for safety during high wind or tornado events. With an increase in population and construction of more homes and commercial properties, we have also witnessed more storm water discharging to our stormwater system. We feel this is due to more impermeable surface which has increased stormwater runoff and the amount of precipitation seems to have increased per rain event.

With the construction of a new assisted living facility, there is also a large concentration of senior residents in one location that will need assistance during a disaster event.

City of Rush City

One of our large industrial businesses has rehabilitated a vacant medical clinic into a boarding/lodging facility for employees. The building does not have a storm shelter and it houses people that do not speak English as their first language.

Our senior housing population has also increased, with the construction of an assisted living/memory care facility within the last 4 years.

City of Shafer

Nothing to report.

City of Stacy

Wildfires are a big concern, there has been some burn off of brush but for the most part there is a heavy fire load that can add to risk.

City of Taylors Falls

With the construction of a new assisted living facility, there is also a large concentration of senior residents in one location that will need assistance during a disaster event.

Wildfire is also on the increase this year with the current drought.

City of Wyoming

We have approximately 60 new construction homes that have been built since 2017 that are slab on grade homes and many are 55+ on age bracket.

In the development of local mitigation actions, all jurisdictions were encouraged to consider hazard mitigation strategies that would reduce risk in relation to future development, such as the update of local comprehensive plans, enforcement of ordinances, and incorporation of infrastructure improvements to reduce local vulnerabilities (see Appendix H).

The Chisago County emergency management director will work to keep the jurisdictions covered by the HMP engaged and informed during the plan's cycle. By keeping jurisdictional leaders involved in the monitoring, evaluation, and update of the HMP, they will keep their local governments aware of the hazards that face their communities and how to mitigate those hazards through planning and project implementation.

Section 6 of this plan further outlines the process by which Chisago County will address the maintenance of this plan, including monitoring, evaluation, and update of the plan, as well as implementation and continued public involvement.

Section 4 – Hazards

As part of the risk assessment, each natural hazard that poses risk to the county was independently reviewed for its past hazard history, relationship to future trends, and jurisdictional vulnerability to future events. A capabilities assessment was also conducted by the county to review the plans and programs that are in place or that are lacking (program gaps or deficiencies) for the implementation of mitigation efforts, as related to each natural hazard. An assessment was also conducted for local jurisdictions to identify the plans, policies, programs, staff, and funding they have in place in order to incorporate mitigation into other planning mechanisms (see Section 5.1 and Appendix C).

[Read more about natural hazard prioritization and view interactive information on all hazards](#)

The following hazard profiles address hazards that the Chisago County Planning Team deemed moderate to high risk. Hazards that were determined to be low risk or without substantive mitigation actions are not required to be included.

4.1 Flooding

Flooding is the most significant and costly natural hazard in Minnesota. Flooding was the primary hazard in five of the 12 federal disaster declarations in Chisago County.

After several years of drought and exceptionally mild winter, the first half of 2024 was extremely wet with frequent, heavy precipitation causing widespread flooding throughout Minnesota, resulting in a Federal Disaster Declaration affecting 32 counties (FEMA, 2024).

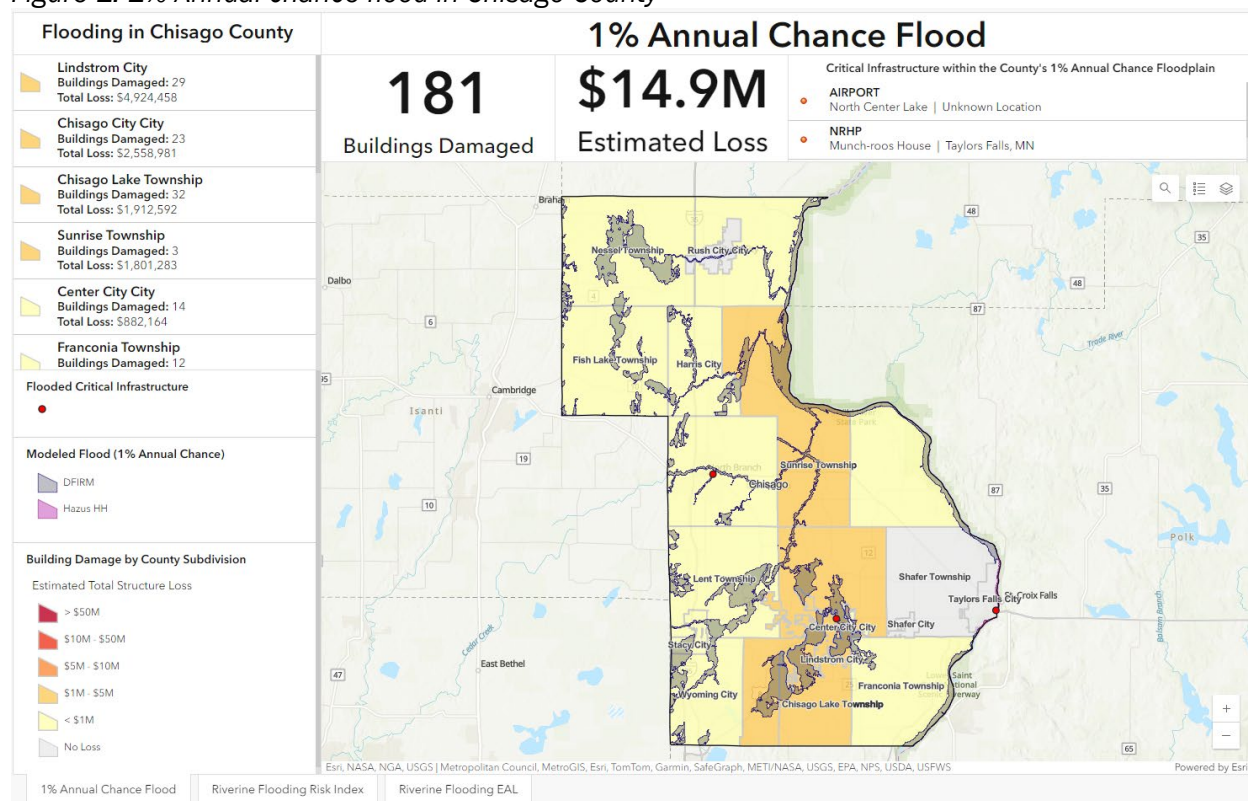
4.1.1 Probability of Occurrence

From 1997 through February 2024, the NCEI Storm Events Database has recorded six flood and flash flood events. Chisago County has experienced one flash flood event every 3.3 years and one riverine flood event every 3.3 years on average during this period.

[View interactive maps and see information about flooding history, risk, and vulnerability](#)

Minnesota HSEM has encouraged a potential risk and economic loss analysis for a 1% annual chance flood using the FEMA tool, Hazus for ArcGIS. A Digital Flood Insurance Rate Map (DFIRM) defined the 1% annual chance flood boundary. Where available, stream base flow elevation and cross-section data were used to generate a depth grid with a 10-meter horizontal resolution. The resulting Hazus 1% annual chance floodplain is shown in the Flood Vulnerability dashboard on the Chisago County HMP website (Figure 1), where it is available in an interactive form.

Figure 1. 1% Annual chance flood in Chisago County



4.1.2 Vulnerability

Potential economic loss estimates were based on county-specific building data. Chisago County provided parcel tax and spatial databases that included building valuations, occupancy class, square footage, year built, and number of stories. The quality of the inventory is the limiting factor to a Hazus flood model loss estimation. Best practices were used to use local data and assumptions were made to populate missing (but required) values.

Hazus reports the percent damage of each building in the floodplain, defined by the centroid of each building footprint. After formatting the tax and spatial data, 44,782 points were input to Hazus to represent buildings with a total estimated building plus contents value of \$10.5 billion. Approximately 81% of the buildings (and 75% of the building value) are associated with residential housing.

The estimated loss by occupancy class for the entire county is shown in Table 8.

Table 8. Summary of 1% annual chance flood loss estimation by occupancy class

General Occupancy	County Total Buildings	County Building and Contents Value	Floodplain Total Buildings	Floodplain Building + Contents Value	Buildings with damage	Building + Contents Loss
Residential	36,413	\$7,971,592,104	332	\$116,556,000	169	\$13,197,316
Commercial	954	\$679,295,904	7	\$3,701,400	5	\$1,634,365
Other	7,415	\$1,875,936,644	16	\$7,432,800	7	\$71,048
Totals	44,782	\$10,526,824,652	355	\$127,690,200	181	\$14,902,729

SOURCE: (FEMA, 2023A)

The distinction between building attributes within a parcel was not known, so the maximum percent damage to a building in that parcel was used to calculate loss estimates for the entire parcel. The sum of all the losses in each census block were aggregated to visualize the loss (see [flood risk map on the HMP website](#)). Please note: It is possible for a building location to report no loss even if it is in the flood boundary. For example, if the water depth is minimal relative to 1st-floor height, there may be 0% damage.

Hazus Critical Infrastructure Loss Analysis

Critical facilities and infrastructure are vital to the public and their incapacitation or destruction would have a significant negative impact on the community. These facilities and infrastructure were identified on the [HMP website](#) and verified by Chisago County.

Buildings identified as essential facilities for the Hazus flood analysis include hospitals, police and fire stations, and schools (often used as shelters). Loss of essential facilities are vulnerable to structural failure, extensive water damage, and loss of facility functionality during a flood, thereby negatively impacting the communities relying on these facilities' services. Fortunately, none of Chisago County's essential facilities included in the Hazus flood analysis are located within the 1% annual chance floodplain.

Extreme precipitation resulting in flooding may overwhelm water infrastructure, disrupt transportation and cause other damage. Particularly where stormwater, sewage and water treatment infrastructure is aging or undersized for more intense rainstorms, extreme rain events may pose both health and ecological risks in addition to costly damage (USGCRP, 2018b).

It is important to identify any critical infrastructure within the 1% annual chance floodplain, given the higher risk of the facility or infrastructure being incapacitated or destroyed during a flood. The North Center Lake Airport was found to be at risk in the 1% annual chance flood. The National Historical Register Place, Munch-roos House, and a waste disposal facility in the Parker Auto Mall in North Branch were other significant facilities found to be within the 1% annual chance flood boundary.

Community Vulnerability

Potential economic losses were estimated by Census Minor Civil Division. Lindstrom and Chisago Cities would suffer the most significant estimated losses in the 1% annual chance flood. Chisago Lake and Sunrise Township also show substantial damage within a 1% annual chance flood boundary. All jurisdictions with buildings identified in the 1% annual chance flood zone can also be viewed on the Chisago County HMP website.

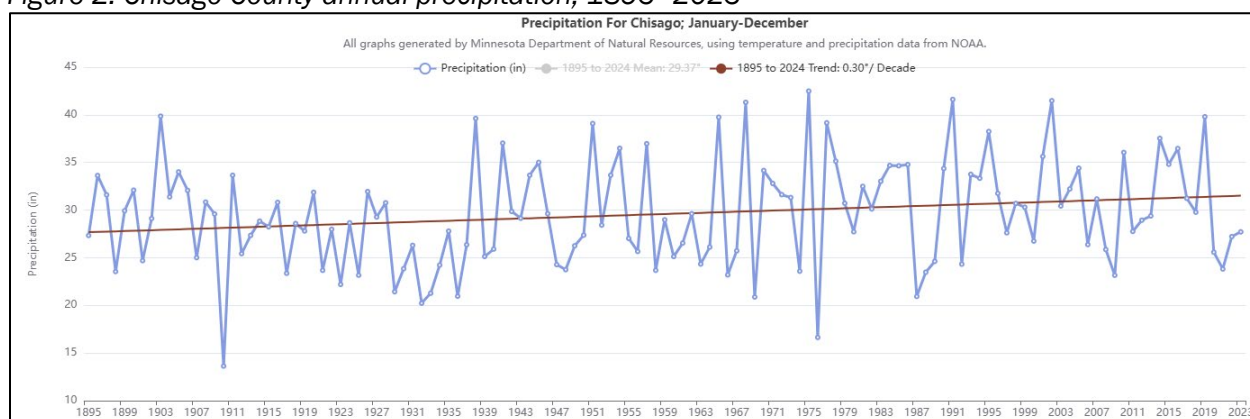
The status of jurisdictional participation in the National Flood Insurance Program and any repetitive loss properties are detailed in Section 5.1.1. National Flood Insurance Program (NFIP).

Section 3.4 provides jurisdictional responses to localized vulnerabilities to specific hazards.

4.1.3 Flooding and Climate Change

Higher temperatures globally have evaporated more surface and ocean water into the atmosphere, which, in turn, has provided more potential moisture for precipitating weather systems. In Minnesota, the result has been increased precipitation, with annual totals increasing at an average rate of just over a quarter inch per decade statewide since 1895 (see Figure 2).

Figure 2. Chisago County annual precipitation, 1895–2023



SOURCE:(MN DNR, 2024B)

Key Message #1 in the Water Chapter of the NCA5 states that climate change will continue to cause profound changes in the water cycle.

Snow cover will decrease and melt earlier and heavier rainfall is leading to increasing flooding (Payton et al., 2023). Additional increases in heavy and extreme precipitation are expected to remain the state's leading climate change symptoms. Heavy rains are now more common in Minnesota and more intense than at any time on record. Long-term observation sites have seen dramatic increases in one-inch rains, three-inch rains, and the size of the heaviest rainfall of the year. Since 2000, Minnesota has seen a significant uptick in devastating, large-area extreme rainstorms as well. Rains that historically would have been in the 98th percentile annually (the largest 2%) have become more common (MN DNR, 2024a).

This precipitation increase is found in all seasons, but spring and summer are becoming wetter at faster rates than fall and winter. Whereas temperature increases have been greatest in the northern parts of the state, precipitation increases have been well distributed geographically, and have somewhat favored southern Minnesota, which has better access to moisture from the Gulf of Mexico and is more frequently near the “low-level jet” airflow (a relatively fast-moving zone of winds in the lower atmosphere) that influences precipitation production

4.1.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified existing program gaps and deficiencies that make its residents more vulnerable to flooding. The following gaps and deficiencies should be addressed with new mitigation efforts to reduce that vulnerability:

Road Infrastructure: Many of our townships have limited funding for road infrastructure. Chisago County continues to provide assistance on road infrastructure mitigation projects to reduce the impacts of localized flooding as needed. The Chisago County Public Works/Highway Department does not have any flood mitigation type projects currently planned.

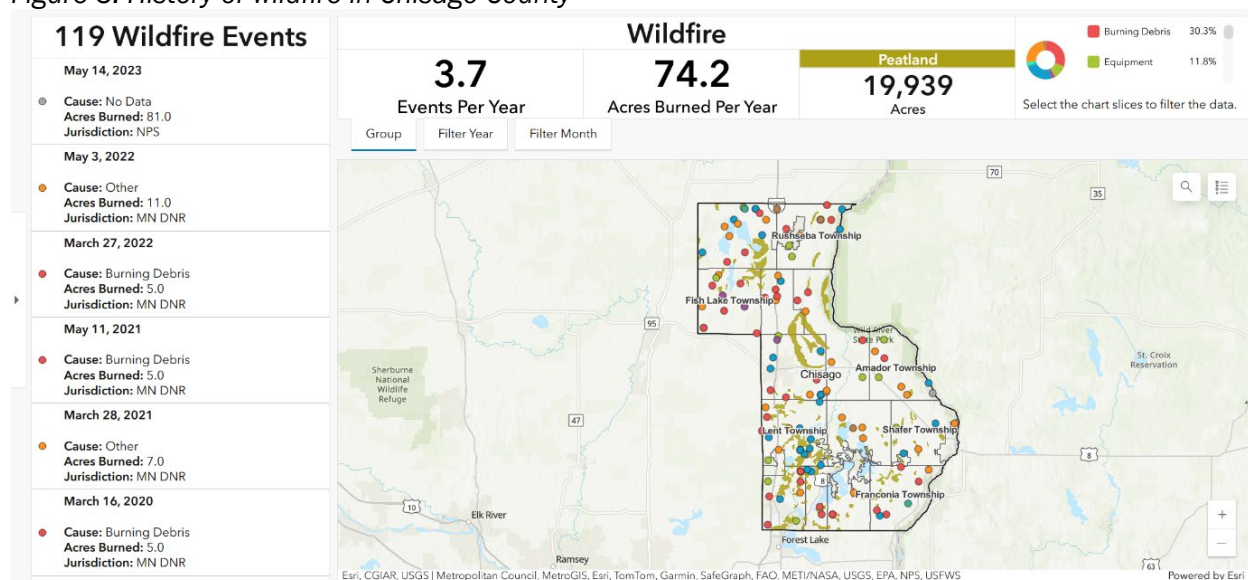
Funding: The county needs funding assistance to improve roads and culverts that experience repetitive flooding. Significant State and Federal funding is needed to construct infrastructure projects to prevent, reduce, and mitigate the impacts of high rain events and flooding.

4.2 Wildfire

Wildfire is an uncontrolled fire spreading through vegetative fuels, posing danger and destruction to property. Minnesota experienced an average of 1,400 wildfires each year between 1985 and June 2021 (MN DNR, 2021b). Wildfires occur throughout the spring, summer, and fall; however, most wildfires in Minnesota take place in March, April, and May. The history of wildfire in Chisago County is shown in Figure 2; an interactive map is available on the Chisago County HMP website.

[View interactive maps and see information about wildfire history, risk, and vulnerability](#)

Figure 3. History of wildfire in Chisago County



4.2.1 Probability of Occurrence

To determine the probability of future wildfires, records of previous wildfire events in Chisago County were summed and divided by the dataset's period of record, resulting in the annual relative frequency of wildfires during the period of record. Based on Minnesota DNR records, from January 1985 to June 10, 2021, the relative frequency of wildfire events in the county is 3.7 per year (MN DNR, 2023). This relative frequency can be used to infer the probability of these events occurring in the future.

4.2.2 Vulnerability

Wildfires jeopardize the built environment, health, and wellbeing of individuals living near its fuel source. Some residents are more vulnerable to air quality conditions of wildfire, including children, older adults, and those with respiratory issues (AirNow, 2021).

Structures located in areas near undeveloped wildland are vulnerable to wildfires. The SILVIS Lab at University of Wisconsin–Madison created a dataset documenting the changes of the wildland–urban interface (WUI) in the United States from 1990 to 2010. Radeloff et al. (2018) define WUI as the area where structures and other human development meet or intermingle with wildland vegetation. With

the increase of development in metropolitan fringes and rural areas, the WUI is growing. The expansion of the WUI in recent decades has significant implications for wildfire management and impact as it creates an environment in which fire can readily move between structural and vegetation fuels. Its expansion has increased the likelihood that wildfires will threaten structures and people (Radeloff et al., 2018).

There are two main types of WUI: intermix and interface. Intermix WUI are areas where housing and wildland vegetation intermingle; interface WUI are areas where housing are adjacent to wildland vegetation (Radeloff et al., 2018). Table 9 shows the change of total WUI (intermix and interface) in the county from 2000 to 2020, and the percentage of the county's land, housing, and population in the WUI area. Communities with higher proportions of WUI areas are more vulnerable to wildfires. The percentage of WUI within individual jurisdictions in Chisago County is shown in Table 10.

Table 9. Wildland-Urban Interface (WUI), Chisago County, 2000–2020

	Total WUI 2000	Total WUI 2010	Total WUI 2020	% Change (2000–2020)
Land Area	17.3%	21.6%	22.6%	+31%
Housing	39.3%	38.8%	39.4%	+0.3%

SOURCE: (RADELOFF, MOCKRIN, ET AL., 2023)

Table 10. Percentage of land area classified as WUI per jurisdiction in Chisago County

Township / City	Percent WUI
Fish Lake	41.3
Wyoming	35.3
Lent	30.4
Harris	16.2
North Branch	15.2
Franconia	14.7
Sunrise	14.3
Nessel	11.6
Chisago City	11.5

SOURCE: (RADELOFF, HELMERS, ET AL., 2023)

Section 3.4 provides jurisdictional responses to localized vulnerabilities to specific hazards.

4.2.3 Wildfire and Climate Change

The changing climate poses a complex web of issues for wildfire in Minnesota. Climate change likely is affecting the frequency and intensity of Canadian wildfires, similar to its effect on wildfires in the western U.S. and Alaska (Wehner, 2017). Small particulate pollution from smoke plumes has numerous health impacts as described above, and if severe enough can result in spikes of demand for emergency services. Based even on intermediate (RCP4.5) future climate projections, many Midwest counties will experience increased exposure to wildfire smoke (Mills et al., 2018).

According to the NCA5, Key Message #3 in the Midwest Chapter, Climate Adaptation will require innovative collaborations between public health and other sectors such as emergency management (Wilson et al., 2023).

Changes in Minnesota's climate also may be influencing the frequency, severity, and areal coverage of wildfires. For example, warmer winters with inconsistent snow cover, the arrival of wet conditions prior to the growing season, plus early and more frequent thaws, all combine to prolong the exposure of susceptible vegetation to dry conditions, potentially extending the peak wildfire season.

Minnesota's changing climate also may affect fire-damaged areas. For instance, heavy rains in burned areas can lead to erosion and mudslides. Documented and projected increases in the frequency and intensity of heavy and extreme rainfall suggest that Minnesota is becoming and will become more prone to post-fire landscape hazards. Climate change also is having an impact on the pests that damage the health and composition of Minnesota forests, although the ultimate consequences for wildfire are complex and uncertain. Shorter winters are allowing two reproductive cycles of the Eastern Larch Beetle, which has now killed off at least 143,000 acres of mature tamarack forest in Minnesota since 2001 and affected about 535,000 acres to some degree during that period. The decline in severity and frequency of extreme cold may allow more rapid establishment of Emerald Ash Borer to latitudes further north than without climate change. Minnesota forests are home to an estimated 1 billion ash trees. Many of these trees are in nearly pure stands of black ash growing in wet areas. So while the deaths of these lowland species will increase fuel loading, their decreased transpiration will increase water on the ground. The ultimate contribution to wildfire will depend on the interplay between increased precipitation, warming temperatures, extreme heat, and periods of drought as our climate continues to change.

Temperatures are predicted to rise in the state, which could lead to more extreme heat events and associated wildfire risks. As Minnesota's climate changes, weather fluctuations between drought and extreme rain events and increasing temperatures will result in changes to forest composition and/or distribution. These fluctuations can lead to dry conditions that may cause increased fire risk in both grassland and forest environments.

The varied impacts of climate change are complicated by how these changes also interact with and reinforce one another. Drought and heat may both contribute to wildfires, which may in turn lead to changes in plant and animal populations and other ecological shifts. Increasing events of extreme heat and drought can increase the number of wildfires (Blumenfeld, K. Minnesota State Climatology Office, personal communication, January 9, 2019).

4.2.4 Program Gaps and Deficiencies

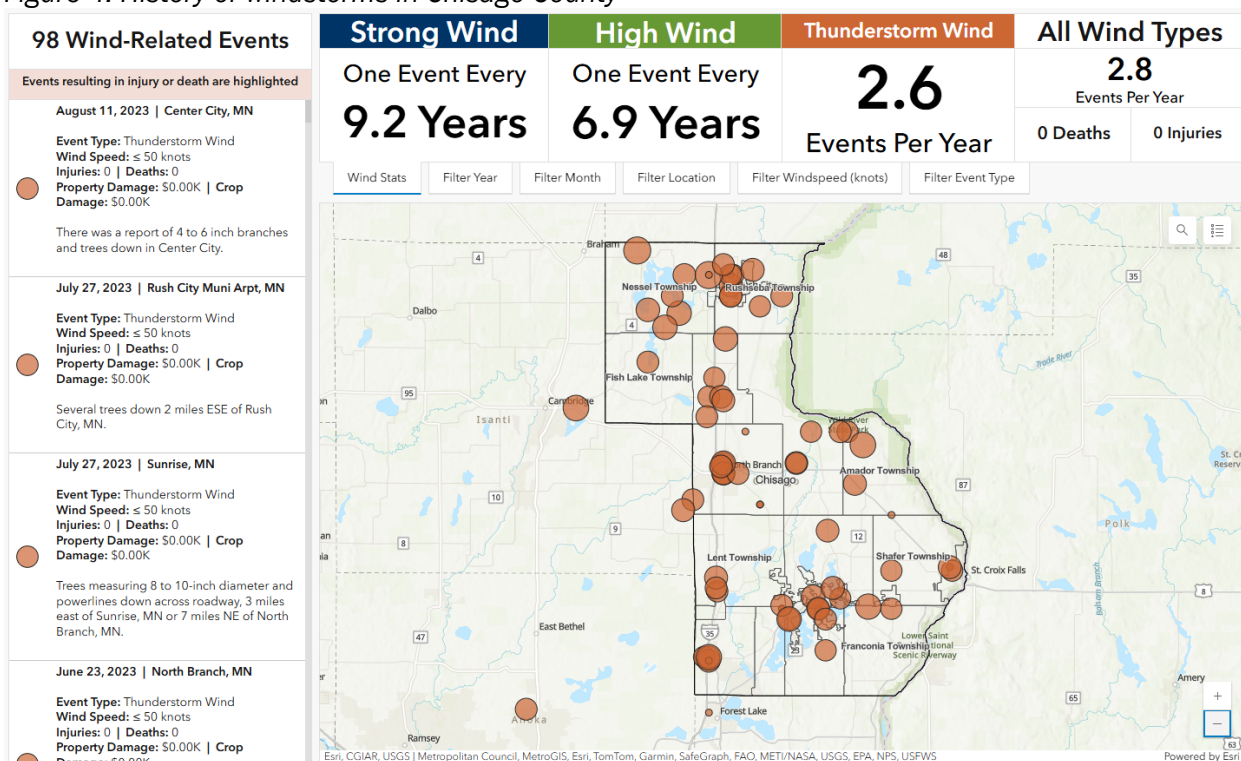
Chisago County Emergency Management did not identify any program gaps or deficiencies that make its citizens more vulnerable to wildfire.

4.3 Windstorms

A windstorm is a wind strong enough to cause damage to trees and buildings and typically exceeding 34 mph (Pielke, 2012). Windstorm events encompass a variety of types of damaging wind. The history of windstorms in Chisago County is shown in Figure 4; an interactive version of this map can be found on the Chisago County HMP website.

[View interactive maps and see information about windstorm history, risk, and vulnerability](#)

Figure 4. History of windstorms in Chisago County



4.3.1 Probability of Occurrence

To determine the probability of future wind-related events in Chisago County, records of previous wind-related events (strong wind, high wind, and thunderstorm wind) in Chisago County were examined since 1996, the period of record all wind events have in common. The relative frequency of all wind-related events from January 1996 to February 2024 is 2.8 per year. These relative frequencies can be used to infer the probability of these events occurring in the future.

4.3.2 Vulnerability

The likelihood of a windstorm event does not vary geographically within the county, but the vulnerability of its residents is not constant. Vulnerability to injury from all kinds of windstorms decreases with adequate warnings, warning time, and sheltering in a reinforced structure. Therefore, residents living in rural areas, living alone or with limited mobility, or living in a manufactured home may be more vulnerable. Also at a higher risk to windstorms are those who work outdoors or do not have permanent housing.

Structural vulnerability depends in part upon the construction of a building and its infrastructure. Residents of mobile homes are more vulnerable to fatality or injury from windstorms because mobile homes are not able to withstand high winds as well as other structural dwellings, with 50 mph (43.4 knots) being the lower limit of wind speeds capable of damaging mobile homes (AMS, 2004). Steps to mitigate these vulnerabilities have been taken by the state, requiring all mobile home parks to provide an evacuation plan, and parks with at least 10 homes licensed after March 1, 1988 to provide a storm shelter (MDH, 2020). However, mobile home parks often do not provide the required storm shelters

(Sepic, 2017). Building codes have also changed to improve the strength of new mobile home construction but there are still many older mobile homes in use that do not meet these new standards.

Section 3.4 provides jurisdictional responses to localized vulnerabilities to specific hazards.

4.3.3 Windstorms and Climate Change

Lack of high-quality long-term data sets makes assessment of changes in wind speeds very difficult (Kunkel et al., 2013). In general, one analysis found no evidence of significant changes in wind speed distribution. Other trends in severe storms, including the number of hurricanes and the intensity and frequency of tornadoes, hail, and damaging thunderstorm winds, are uncertain. Since the impact of more frequent or intense storms can be larger than the impact of average temperature, climate scientists are actively researching the connections between climate change and severe storms (USGCRP, 2018a).

According to the NCA5 Key Message #5 in the Climate Trends chapter, extreme events are becoming more frequent.

4.3.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified program gaps and deficiencies that make its residents more vulnerable to summer storms, including windstorms, that should be addressed with new mitigation efforts to reduce vulnerability. These include:

Above-Ground Power Lines: Most powerlines throughout Chisago County are above ground, exposing them to potential damage from high wind events. The county and local jurisdictions continue to work with utility providers to convert overhead powerlines to underground or to implement other measures to reduce risk of power failure.

Public Education: Ongoing public education is needed during tornado season to inform the public on what is a tornado watch/warning and what to do when outdoor warning sirens are activated. Chisago County and local jurisdictions also need to continue to encourage residents to be aware of and ready for severe storm events that can lead to long-term power outages.

Storm Shelters and Tornado Safe Rooms: There are areas throughout Chisago County without viable storm shelters or tornado safe rooms where there are populations vulnerable to high wind and storm events, such as mobile home parks and campgrounds. A coordinated approach is needed to identify where storm shelters or tornado safe rooms are needed and to evaluate whether new construction or a retrofit of facilities is possible. Finding funding for the implementation of such construction projects is also a barrier.

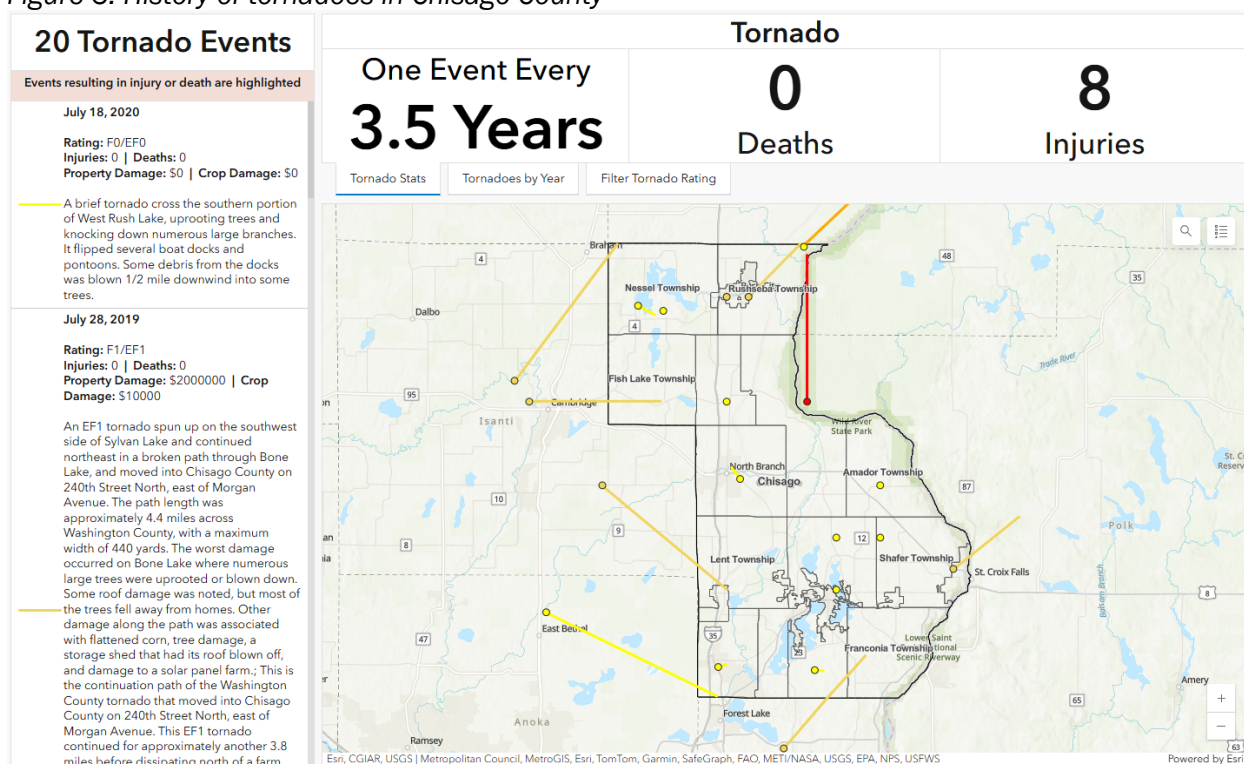
4.4 Tornadoes

With wind speeds reaching up to 300 mph, tornadoes are one of nature's most violent storms (Hogeback, 2020). The history of tornadoes in Chisago County is shown in

Figure 5; an interactive version of this map can be found on the Chisago County HMP website.

[View interactive maps and see information about tornado history, risk, and vulnerability](#)

Figure 5. History of tornadoes in Chisago County



4.4.1 Probability of Occurrence

Estimating the probability of future tornadoes in Chisago County was done using two methods. The first method summed the total number of tornadoes that either touched down in or traveled through the county. This sum was divided by the number of years tornado data was recorded, resulting in the annual relative frequency of tornado occurrences in the county. Based on records in the NCEI Storm Events Database through January 2024, there has been one tornado every 3.5 years in Chisago County. These 20 tornadic events occurred in 16 of the 72 years on record.

Because tornadoes often cross county lines and tornadic frequency may be better understood using events from a larger area, a second method was used to describe the frequency of tornadic events within a 50-mile radius of any location within the county. A grid of 900 square-meter cells was used to cover Minnesota and 50 miles beyond its border. From the center of each cell, the number of tornadoes that intersected a 50-mile radius was counted. Each cell was assigned a total tornado line count, which was then divided by the tornado dataset's period of record, resulting in the annual relative frequency of tornadoes occurring within 50 miles of the respective cell.

For any location in Chisago County, there was an annual frequency of 1.0–4.0 tornadoes within a 50-mile radius. The historical frequency was higher in the southwest than the northeast. These relative frequencies can be used to infer the probability of these events occurring in the future.

4.4.2 Vulnerability

The likelihood of a tornado does not vary significantly across geography within Chisago County; however, certain populations may be more vulnerable and less resilient to the impacts of a tornado. In general, tornado casualties decrease when people receive adequate warnings with sufficient time to seek shelter in a reinforced structure. Because communication is critical before a tornadic event, certain residents may be more negatively impacted by a tornado, including those living in rural areas, individuals with limited mobility, people who do not live near an outdoor warning siren, or those who do not use social media. Section 3.4 provides jurisdictional responses to localized vulnerabilities to specific hazards.

[View at-risk populations in Chisago County](#)

People living in mobile homes are particularly vulnerable to tornadoes because they cannot withstand the strong winds produced by a tornado. An analysis by the Associated Press of NOAA storm data found that since 1996, 53% of tornado fatalities in the United States were people who remained within or attempted to flee from mobile homes (Borestein et al., 2023). While Minnesota law requires most mobile home parks to have storm shelters, many do not (Raiche, 2022).

4.4.3 Tornadoes and Climate Change

Minnesota's climate is undergoing distinct changes, but as reported by the MN DNR State Climatology Office, these changes are only weakly connected to increases in tornadoes or severe convective storms. Minnesota, like all parts of the U.S., has seen increases in the weakest class of tornadoes (rated F-0 or EF-0), but these increases are known to be linked to improved spotting, detection, and verification procedures within the National Weather Service.

When examining tornadoes that cause significant structural damage and are rated EF-2 or above, Minnesota has seen no recent trends towards increasing frequencies—whether measured as raw counts, or as days with one or more of these tornadoes (MN DNR, 2019).

The tornado trends in Minnesota match those found nationally. NCA5 states that while the average annual number of tornadoes appears to have remained relatively constant, there is evidence that tornado outbreaks have become more frequent, tornado seasons are extending into later in the fall, and that tornado strength has increased (Marvel et al., 2023). An October 10, 2021 tornado in the Boundary Waters Canoe Area Wilderness became the latest on record so far north in the state. Then, on December 15, 2021, an outbreak of destructive thunderstorm winds and over 20 tornadoes struck the southeastern parts of the state, producing the latest tornadoes on record by 29 days (Blumenfeld, K. Minnesota State Climatology Office, personal communication, December 21, 2023).

According to the NCA5 Key Message #5 in the Climate Trends chapter, extreme events are becoming more frequent.

However, climate scientists are unclear about whether the recent statistical behavior of these severe convective storm events has any relationship with the changing climate. This uncertainty results from the fact that tornadoes and their parent thunderstorms operate on smaller scales and more localized processes than the global climate. There has been some indication that, on a national basis, tornadoes

are being clustered into fewer days, suggesting a greater tendency towards outbreaks. Scientific modelling studies indicate that the meteorological conditions supportive of severe thunderstorms should increase in the future, but it is unclear whether the specific conditions required for the formation of tornadoes, and particularly significant tornadoes, will increase (Kossin, 2017). Until more studies are completed, the Minnesota State Climatology Office recommends assuming that tornadoes will remain an important and dangerous part of Minnesota's climate, even if they do not increase in frequency or severity in response to changing climatic conditions.

4.4.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified program gaps and deficiencies that make its residents more vulnerable to summer storms, including tornadoes, that should be addressed with new mitigation efforts to reduce vulnerability. These include:

Above-Ground Power Lines: Most powerlines throughout Chisago County are above ground, exposing them to potential damage from high wind events. The county and local jurisdictions continue to work with utility providers to convert overhead powerlines to underground or to implement other measures to reduce risk of power failure.

Public Education: Ongoing public education is needed during tornado season to inform the public on what is a tornado watch/warning and what to do when outdoor warning sirens are activated. Chisago County and local jurisdictions also need to continue to encourage residents to be aware of and ready for severe storm events that can lead to long-term power outages.

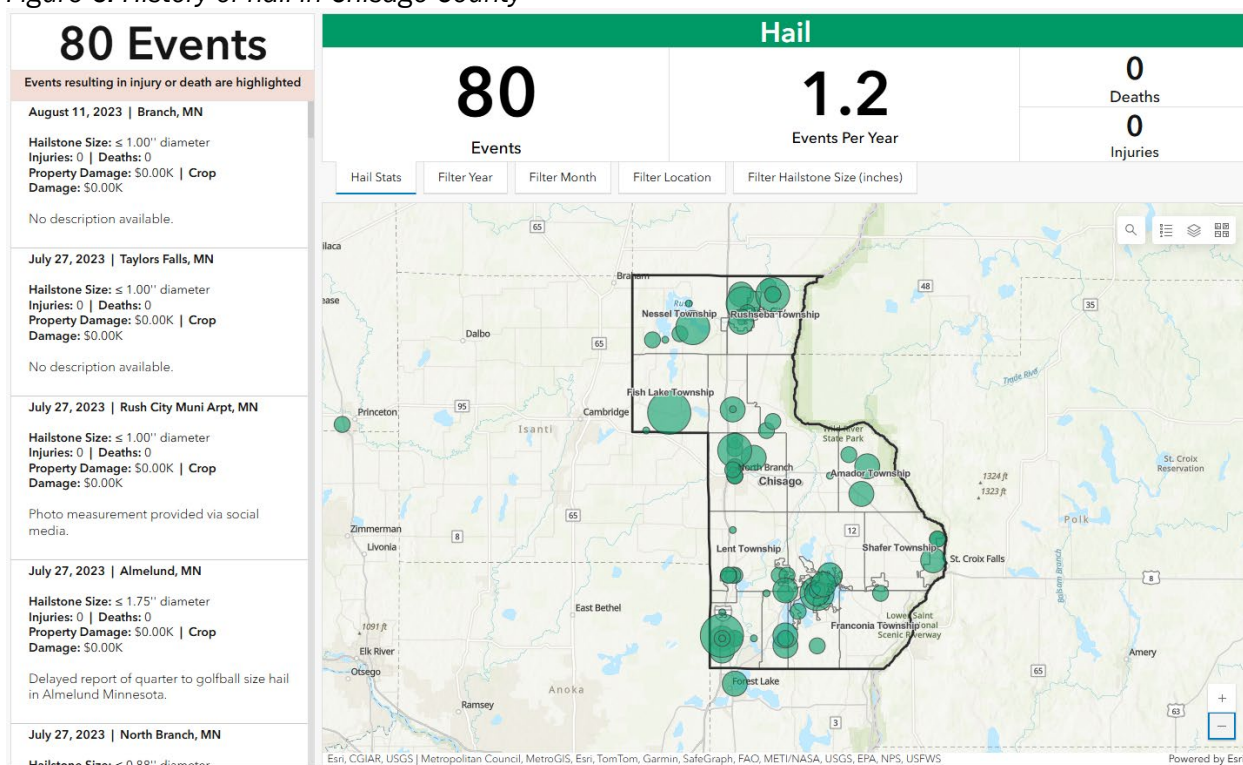
Storm Shelters and Tornado Safe Rooms: There are areas throughout Chisago County without viable storm shelters or tornado safe rooms where there are populations vulnerable to high wind and storm events, such as mobile home parks and campgrounds. A coordinated approach is needed to identify where storm shelters or tornado safe rooms are needed and to evaluate whether new construction or a retrofit of facilities is possible. Finding funding for the implementation of such construction projects is also a barrier.

4.5 Hail

Hailstorms occur throughout the year though are most frequent between May and August (NWS, 2020). Although hailstorms rarely cause injury or loss of life, they do cost Minnesota nearly \$16 million in property and crop damage each year (CEMHS, 2023). In 2017, 44% of properties in Minnesota were affected by damaging hail events (Samanta & Wu, 2017). The history of hail in Chisago County is shown in Figure 6; an interactive version of this map can be found on the Chisago County HMP website.

[View interactive maps and see information about hail history, risk, and vulnerability](#)

Figure 6. History of hail in Chisago County



4.5.1 Probability of Occurrence

To determine the probability of future hailstorms in Chisago County, records of previous hail events in the county were examined for the period of record. From January 1955 through January 2024, the relative frequency of hail events was 1.2 per year. This relative frequency can be used to infer the probability of hail events occurring in the future. Please note that public reports of hail are often secondary to those of thunderstorm winds or tornadoes because if either damaging winds or tornadoes occur, the damaging wind and/or tornado are more important to the reporter and may result in underreporting of hail events.

4.5.2 Vulnerability

Chisago County's agricultural lands and structures are vulnerable to hail damage and its residents to injury and possibly death. Data from the Spatial Hazard Events and Losses Database for the United States (SHELDUS) was examined to identify the county's monetary losses due to hail damage to crops, property, injury, and death. From 1960 through 2022 Chisago County reported \$8,780,886.79 in hail damages (2021 ADJ), ranking 38th among Minnesota counties in total hail damages. Chisago County's losses are primarily due to crop damage reported at \$310,010, followed by \$8,470,877 property damages. Crop indemnity payments due to hail totaled \$142,411 (2021 ADJ) for the period of record spanning 1989–2022 (CEMHS, 2023). Within Chisago County, the vulnerability of jurisdictions to hailstorms does not vary geographically. As with all summer storms, those who work outdoors or do not have permanent housing are at greater risk during hailstorms.

Section 3.4 provides jurisdictional responses to localized vulnerabilities to specific hazards.

4.5.3 Hail and Climate Change

Trends in severe storms, including the numbers of hail and damaging thunderstorm winds are uncertain. Since the impact of more frequent or intense storms can be larger than the impact of average temperature, climate scientists are actively researching the connections between climate change and severe storms (Marvel et al., 2023). The NCA reports that in Minnesota's neighboring Great Plains region, hail size, frequency of large hail, and length of hail season are projected to increase through the rest of this century (Knapp et al., 2023). The occurrence of very heavy precipitation has increased in Minnesota in recent decades, and future projections also indicate this will continue (Blumenfeld, K. Minnesota State Climatology Office, personal communication, December 21, 2023).

According to the NCA5 Key Message #5 in the Climate Trends chapter, extreme events are becoming more frequent.

4.5.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified program gaps and deficiencies that make its residents more vulnerable to summer storms, including hailstorms, that should be addressed with new mitigation efforts to reduce vulnerability. These include:

Above-Ground Power Lines: Most powerlines throughout Chisago County are above ground, exposing them to potential damage from high wind events. The county and local jurisdictions continue to work with utility providers to convert overhead powerlines to underground or to implement other measures to reduce risk of power failure.

Public Education: Ongoing public education is needed during tornado season to inform the public on what is a tornado watch/warning and what to do when outdoor warning sirens are activated. Chisago County and local jurisdictions also need to continue to encourage residents to be aware of and ready for severe storm events that can lead to long-term power outages.

Storm Shelters and Tornado Safe Rooms: There are areas throughout Chisago County without viable storm shelters or tornado safe rooms where there are populations vulnerable to high wind and storm events, such as mobile home parks and campgrounds. A coordinated approach is needed to identify where storm shelters or tornado safe rooms are needed and to evaluate whether new construction or a retrofit of facilities is possible. Finding funding for the implementation of such construction projects is also a barrier.

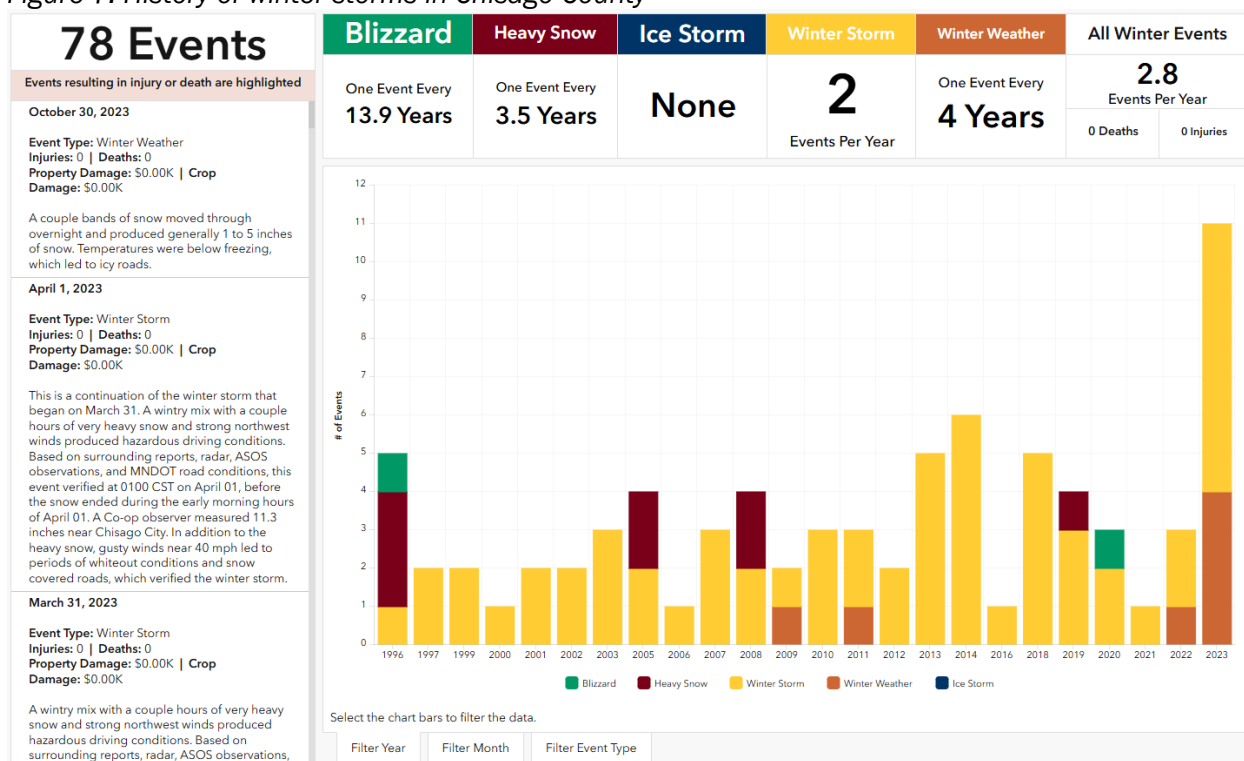
4.6 Winter Storms

Winter storms encompass a number of winter weather events which the National Weather Service (NWS) organizes into the following categories: blizzard, heavy snow, ice storm, winter storm, and winter weather. Winter weather events are common in Minnesota and can be costly. According to the Spatial Hazard Events and Losses Database (SHELDUS), winter weather events in Minnesota have cost more than \$1.02 billion in damages since 1960 (CEMHS, 2023). The history of winter storms in Chisago

County is shown in Figure 7; an interactive version of this map can be found on the Chisago County HMP website.

[View interactive maps and see information about winter storm history, risk, and vulnerability](#)

Figure 7. History of winter storms in Chisago County



4.6.1 Probability of Occurrence

To determine the probability of future winter-related storm events in Chisago County, records of previous events (blizzards, heavy snows, ice storms, winter storms, and winter weather) were summed and divided by the dataset's period of record, resulting in the annual relative frequency of winter-related storms. Based on records in the NCEI Storm Events Database through January 2024, the relative frequency of winter-related storm events in Chisago County is 2.8 pr year. This relative frequency can infer the probability of these events occurring in the future.

4.6.2 Vulnerability

Transportation systems, electrical distribution systems, and structures are vulnerable to winter storms throughout the county. These events do not vary geographically within the county; all jurisdictions are equally vulnerable. While it is highly likely these events will continue occurring annually, the amount of snow and ice and number of winter-related storm events to occur each year are unpredictable. Citizens living in climates such as these must always be prepared for situations that put their lives or property at risk. It is important that extra consideration be given to the vulnerable populations discussed in

Section 3.2. Section 3.4 provides jurisdictional responses to localized vulnerabilities to specific hazards.

4.6.3 Winter Storms and Climate Change

Historically, winter storms have had a large impact on public safety in Minnesota. If the frequency of snowstorms and annual total snowfalls increase, as anticipated effects of Climate Change, the effects on public safety will also increase. Pressures on energy use, reduced reliability of services, potential outages, and potential rise in household energy costs are major climate change risks to public health that can occur from winter weather.

Table 7 in Section 3.3 discusses confidence that climate change will impact common Minnesota weather/climate hazards beyond 2025, there is some weak evidence that warming winters may make heavy snowfall events less frequent as winter warms.

4.6.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified several program gaps and deficiencies that make its residents more vulnerable to severe winter storms. The following gaps and deficiencies should be addressed with new mitigation efforts to reduce that vulnerability:

Above-Ground Power Lines: Most powerlines throughout Chisago County are above ground, exposing them to impacts/damage from winter high wind and ice events, potentially leading to localized or extensive power outages.

Public Education: Ongoing public education is needed to encourage residents to be ready for long-term power outages or to be snowed in during dangerous winter events such as ice storms and blizzards.

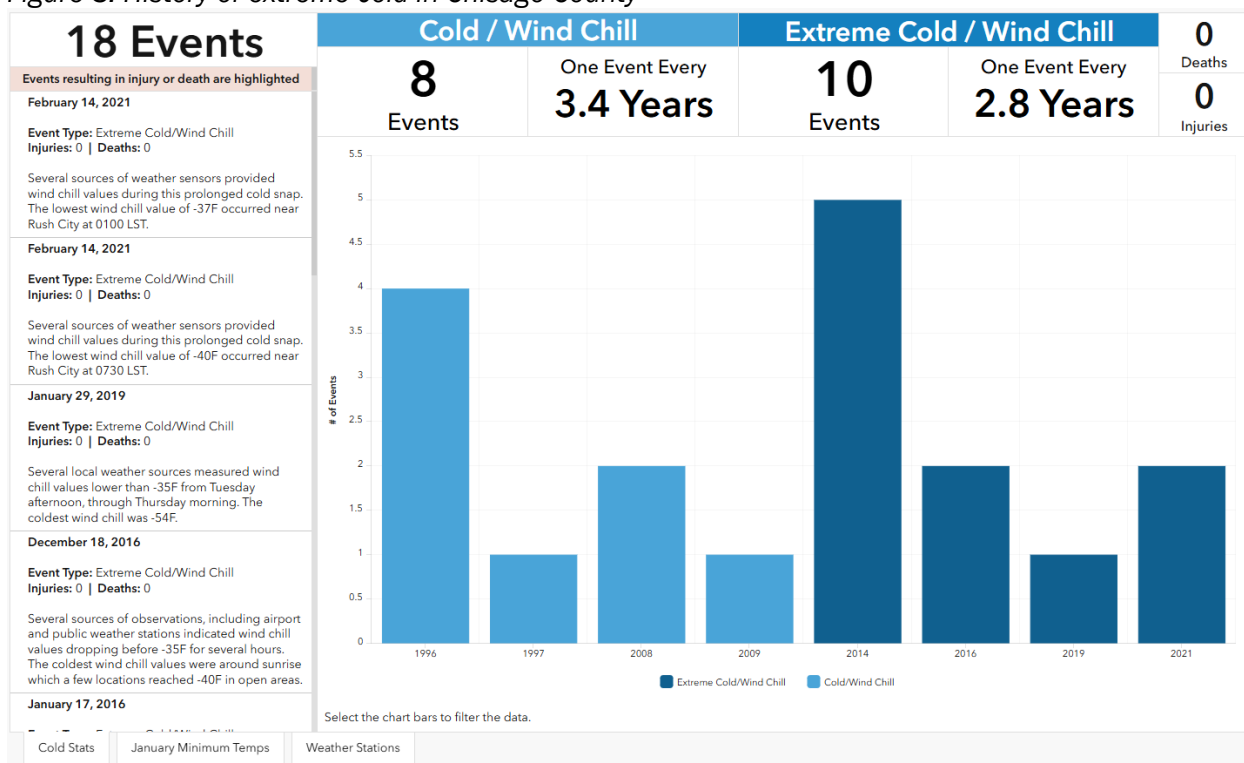
Backup Power: Not all designated shelter facilities have generator back-up power to provide the ability to care for residents if displaced during a severe winter event coupled with an extended power outage.

4.7 Extreme Cold

Due to Minnesota's position in the middle of the continent and subsequent climate, the state may experience extremely frigid temperatures in winter. Winter in Chisago County can be especially dangerous when low temperatures and wind create arctic-like wind chills. The history of extreme cold in Chisago County is shown in Figure 8; an interactive version of this dashboard can be found on the Chisago County HMP website.

[View interactive maps and see information about extreme cold history, risk, and vulnerability](#)

Figure 8. History of extreme cold in Chisago County



4.7.1 Probability of Occurrence

To determine the probability of future cold-related events in Chisago County, records of previous cold/wind chill and extreme cold/wind chill events were summed and divided by the dataset's period of record, resulting in the annual relative frequency. Based on records in the NCEI Storm Events Database through January 2024, the relative frequency of extreme cold/wind chill events in Chisago County is one event every 2.8 years (NCEI, 2023). This relative frequency can be used to infer the probability of these events occurring in the future.

4.7.2 Vulnerability

The risk of extreme cold does not vary geographically within the county. Citizens living in climates such as these must always be prepared for situations that put their lives or property at risk. The youngest and more elderly residents, homeless persons, individuals with chronic medical conditions, and those who are working or recreating outdoors are most at risk for frostbite and hypothermia (MDH, 2021).

[View at-risk populations in Chisago County](#)

It is not always the depth of the cold that poses a threat but rather unpreparedness for the cold, such as an individual with a vehicle breakdown who lacks a personal winter safety kit in the vehicle. The cost of propane can make rural residents more vulnerable to issues with extreme cold. A propane shortage and resulting crisis, such as that which occurred in 2014, may increase the cost of heating homes and farms to a prohibitive amount (Eaton, 2014). The Minnesota Department of Commerce presents options and suggestions for homeowners who use propane [on their website](#).

The CDC publication “Extreme Cold: A Prevention Guide to Promote Your Personal Health and Safety” outlines preparation measures that individuals can take to reduce their vulnerability to extreme cold. Highlights in this document include advice about travel preparations, securing your home water supply, and safety during recreation (CDC, 2021).

Section 3.4 provides jurisdictional responses to localized vulnerabilities to extreme cold.

4.7.3 Extreme Cold and Climate Change

Although climate research indicates that Minnesota’s average winter lows are rising rapidly, and our coldest days of winter are now warmer than we have ever recorded, cold temperatures have always been a part of Minnesota’s climate, and extreme cold events will continue.

As the climate changes, an increase in extreme precipitation or storm events could lead to a higher risk of residents being exposed to cold temperatures during power outages or other storm-related hazards. Extreme and changing temperatures are already challenging aging infrastructure and are expected to impair surface transportation and the electrical grid.

Key Message #4 in NCA5 in the Midwest Chapter states that green infrastructure and public and private investments may mitigate losses, provide relief from heat, and offer other ways to adapt the built environment to a changing climate.

4.7.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified several program gaps and deficiencies that make its residents more vulnerable to extreme cold. The following gaps and deficiencies should be addressed with new mitigation efforts to reduce that vulnerability:

Generators for Backup Power to Critical Facilities & Shelters: Not all healthcare and other critical facilities utilized for the care of residents & visitors, including designated severe weather/emergency shelters (schools, churches, etc.) have backup power to run heating systems in the event of a power outage.

Public Education: Ongoing public education is needed to encourage residents to be prepared for extreme weather, including power outages during periods of extreme cold. Chisago County Emergency Management continues to do public education through the local schools, senior and health care centers, and local government for severe weather awareness.

4.8 Extreme Heat

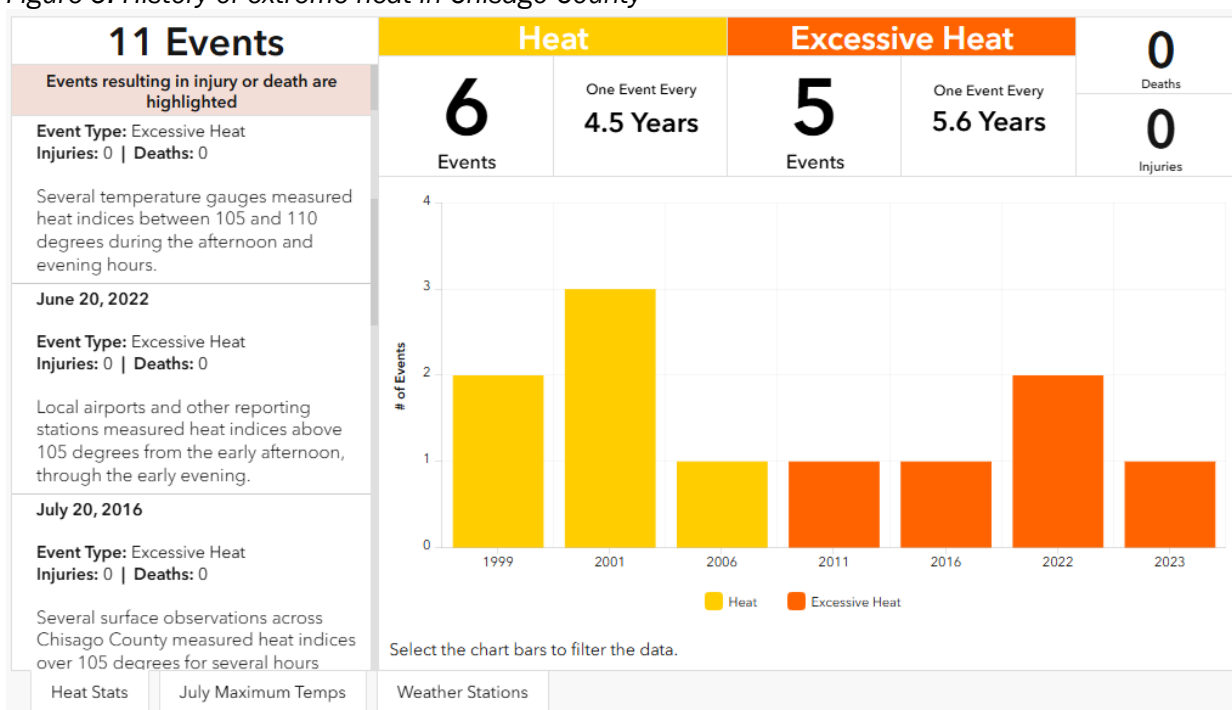
Extreme heat is the combination of very high temperatures and exceptionally humid conditions. Chisago County’s agricultural lands and structures are vulnerable to heat damage and its residents to injury, exacerbation of pre-existing chronic conditions, and even death (Moss, 2017). Medical costs related to extreme heat can be enormous, and with extreme heat estimated to create \$1 billion in health care-related costs in the United States in 2023 (Center for American Progress, 2023). In 2023 in Minnesota, 682 people went to the emergency department and two died from heat-related illness (MDH, 2024).

When the atmospheric moisture content is high, the rate of perspiration from the body decreases and the human body feels warmer (NWS, 2021). Heat stress can be indexed by combining the effects of temperature and humidity. The history of extreme heat in Chisago County is shown in Figure 9; an interactive version of this chart can be found on the Chisago County HMP website.

Data from the Spatial Hazard Events and Losses Database (SHELDUS) for the United States was examined to identify the county's monetary losses due to heat damage to crops. Ranking 73rd among Minnesota counties in crop indemnity payments, heat-related losses for Chisago County totaled over \$239,815 (2021 ADJ) for the period of record spanning 1989 to 2022 (CEMHS, 2023).

[View interactive maps and see information about extreme heat history, risk, and vulnerability](#)

Figure 9. History of extreme heat in Chisago County



4.8.1 Probability of Occurrence

To determine the probability of future heat-related events in Chisago County records of previous heat and excessive heat events were summed and divided by the dataset's period of record, resulting in the annual relative frequency of heat-related events. Based on records in the NCEI Storm Events Database through January 2024, the relative frequency of extreme heat events in the county is one event every 5.6 years. This relative frequency can infer the probability of these events occurring in the future. The Forest Lake 5Ne Weather station in Chisago County has reported daily maximum temperatures above 90 °F a total of 418 times, which is an average of 20 days per year.

4.8.2 Vulnerability

The Minnesota Department of Health released a 2012 Minnesota Extreme Heat Toolkit, to help local governments prepare for extreme heat events. In their toolkit, they note extreme heat events are often dubbed “silent killers” because deaths and illnesses from these events are often misunderstood and underreported. Minnesota has no official system to report deaths and illnesses linked to extreme heat (MDH, 2012). It is important to not underestimate the danger of extreme heat events within the state.

High temperatures can be exacerbated by the urban heat island effect in densely developed areas, an effect that amplifies higher temperatures in areas with a higher concentration of impervious and paved surfaces. These types of surfaces absorb more heat and hold it for longer than vegetation cover (EPA, 2019). Impervious surfaces cover 4% of Chisago County (MDH & University of Minnesota, 2019). Impervious surfaces are not spread evenly throughout the county and attention should be given to cities or areas within the county that contain the largest amounts of this type of surface cover. Except for these areas, the risk of extreme heat does not vary geographically.

Key Message #3 in the Midwest Chapter of the NCA5 states that Mitigation and adaptation strategies, such as expanded use of green infrastructure and heat-health early warning systems, have the potential to improve both individual and community health (Wilson et al., 2023).

The impact extreme heat has on individuals is not equal. According to the Center for Disease Control and Prevention (CDC), population groups more vulnerable to extreme heat include:

- Older adults (≥65 years old). The elderly cannot easily adjust to sudden changes in temperature and are more likely to have a chronic medical condition or take medication affecting their body's ability to control its temperature.
- Infants and children. Young children and infants have limited control with their surroundings and rely on others to keep them cool and hydrated.
- Individuals with chronic health conditions. These individuals are less likely to respond to changes in temperature, may be taking a medication which exacerbates the effects of extreme heat, or have a condition which is a risk-factor for heat-related illness (e.g., heart disease, mental illness, poor blood circulation, and obesity).
- People with low income. These individuals may not be able to afford to properly cool their home and may face transportation challenges when trying to access cooling shelters.
- Athletes and people working outdoors. Both groups are likely to exert energy while being exposed to the heat (CDC, 2020).

[View at-risk populations in Chisago County](#)

Warming temperatures will continue to increase the risk of extreme heat, especially among these already vulnerable populations. Section 3.4 provides jurisdictional responses to localized vulnerabilities to extreme heat.

4.8.3 Extreme Heat and Climate Change

Minnesota's annual average temperature has increased more than 3 °F since record keeping began in 1895, and nine of Minnesota's hottest 16 years on record have occurred since the year 2000 (MCAP, 2024).

Climate models project that temperature and precipitation increases will continue in Minnesota through the 21st century, with hotter summers and increased drought severity during dry periods as well. Already, the maximum annual heat index values have been rising across the state, because increased humidity during heat waves (Blumenfeld, K. Minnesota State Climatology Office, personal communication, December 21, 2023).

The average number of days per year with temperatures over 95 °F under a high carbon emissions (SSP 585), mid-century (2040–2059) scenario is illustrated in the [Climate Dashboard](#) on the Plan website

On average, by mid-century (2040–2059), under a high emissions (SSP 585) scenario, Chisago County may reach 13.45 days/year of temperature greater than 95 °F, an increase in 7.57 more days to the historical (1995–2014) simulations average of 5.88 days/year (Liess, S. et al., 2023).

Greenhouse gas concentrations will continue rising through the century, and the air's ability to trap heat from the earth's surface will increase accordingly. Warming of the atmosphere will evaporate even more water into the air, further limiting the amount of cooling Minnesota will be able to achieve at night and during the winter. As warmer winters and warmer baseline conditions transition into summer, it will be much easier to attain extreme heat (ICAT, 2017).

4.8.4 Program Gaps and Deficiencies

Chisago County Emergency Management identified several program gaps and deficiencies that make its residents more vulnerable to extreme heat. The following gaps and deficiencies should be addressed with new mitigation efforts to reduce that vulnerability:

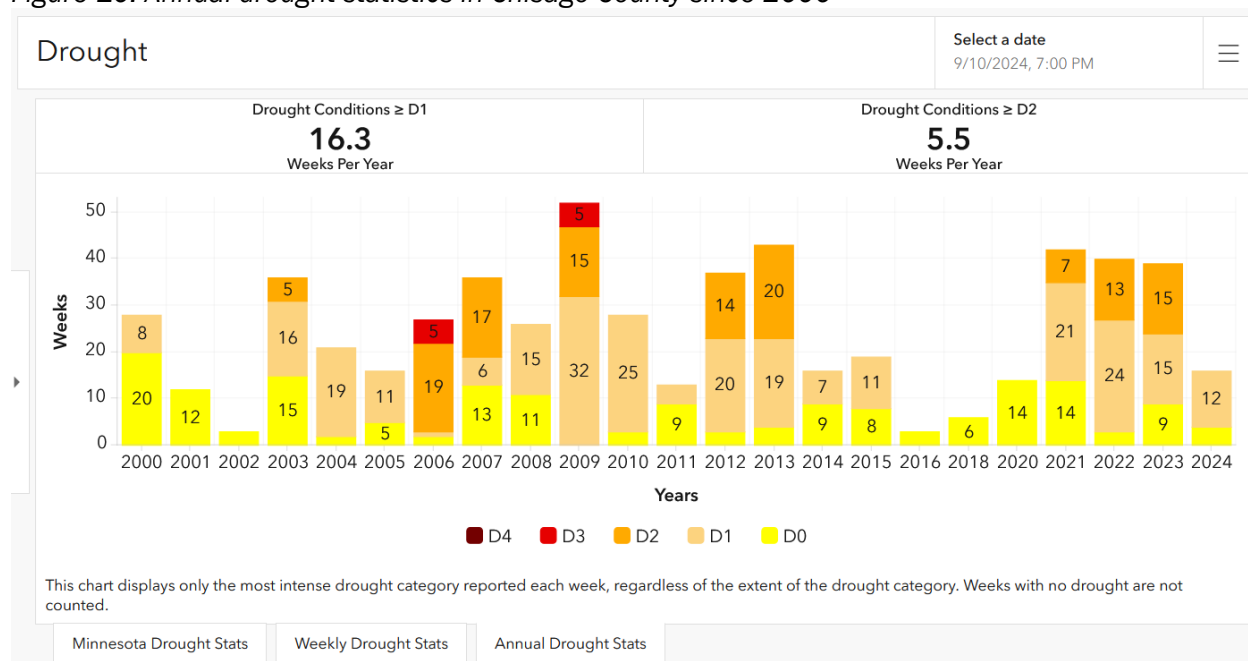
Generators for Backup Power to Critical Facilities & Shelters: Not all healthcare and other critical facilities utilized for the care of residents & visitors, including designated severe weather/emergency shelters (schools, churches, etc.) have backup power to run cooling systems in the event of a power outage.

4.9 Drought

There are numerous approaches to assessing drought conditions. The current gold standard for accurate drought conditions in the United States is the United States Drought Monitor (USDM). Annual drought statistics since 2000 can be seen in Figure 10; an interactive version of this dashboard can be found on the Chisago County HMP website.

See [interactive information about drought, including history and the USDM Dashboard](#), on the Chisago County HMP website

Figure 10. Annual drought statistics in Chisago County since 2000



4.9.1 Probability of Occurrence

To determine the probability of future droughts in Chisago County, records of previous droughts were summed and divided by the dataset's period of record, resulting in the annual relative frequency of droughts. The USDM database was examined from January 2000–September 10, 2024 for any occurrence of drought $\geq$ D1 in Chisago County, regardless of the duration of the drought. According to the weekly reported data, the relative frequency of the county experiencing drought conditions $\geq$ D1 is 16.3 weeks per year, and the relative frequency of drought conditions $\geq$ D2 is 5.5 weeks per year (NDMC, 2024b). The relative frequency of past droughts can be used to infer the probability of similar droughts occurring in the future.

4.9.2 Vulnerability

One way to identify county assets vulnerable to drought is by examining the impacts of previous droughts. Overseen by the National Drought Mitigation Center (NDMC), the Drought Impact Reporter (DIR) is a comprehensive database that gathers drought-related reports from a variety of sources and identifies the sector(s) impacted by each drought. The NDMC (NDMC, 2024b) defines a drought impact as “[a]n observable loss or change that occurred at a specific place and time because of drought.” A drought meeting this definition is categorized based on the sector(s) the drought impacts; therefore, a single drought affecting multiple sectors will be counted once for each respective sector it impacted.

DIR records show five reported drought incidents in Chisago County between 2000 and 2023, impacting seven sectors with greatest impacts to the following sectors: relief, response & restrictions; and water supply & quality (NDMC, 2024). Since droughts are regional in nature, jurisdictions within Chisago County do not vary in their vulnerability to drought; however, the impact from droughts are not equal.

Drought conditions may impact soil moisture reserves, groundwater supplies, lake levels, and stream flows. Water-dependent industries that experience the greatest impacts include: agriculture, public utilities, forestry, and tourism (MN DNR, 2021a). In addition, droughts may negatively affect an individual's health by contributing to poor air quality caused by wildfire smoke and particulate, or a dusty environment. The 2021 drought resulted in elevated fire danger in roughly the northern two-thirds of the state, and record high particulate readings across Minnesota due to the Canadian wildfires (Huttner, 2021). [Populations vulnerable to these conditions](#) include children, older adults, and those with respiratory issues.

According to the DIR, Chisago County's agriculture sector has been impacted by drought more than once, and with 25% of Chisago County's land devoted to cultivated crops, the county's agriculture community is also vulnerable to the economic impact a drought may have on crops. From 1989–2022, Chisago County received \$17,067,978.27 (2021 ADJ) in crop indemnity payments due to drought, placing it as the 54th-highest-paid county in Minnesota (CEMHS, 2023).

Section 3.4 provides jurisdictional responses of localized vulnerabilities to specific hazards.

4.9.3 Drought and Climate Change

Droughts have been happening throughout Minnesota's history. While the degree at which climate change will impact future droughts is not certain, an increase in efforts and resources are being devoted to project these impacts. In 2023, the NCA5 was completed by the U.S. Global Change Research Program. It provided a comprehensive scientific review of how climate change is impacting the U.S. as well as providing climate change projections.

According to the report, a warming climate is contributing to oscillations between extreme droughts and floods, threatening the agriculture and livestock in the Midwest which produces more than 30% of the world's corn and soybeans (Wilson et al., 2023). Climate change is attributed to an estimated \$31.9 billion (2022 USD adjusted) of US crop indemnity payments over the last 30 years, with the largest portion of payments going to farmers affected by drought (Wilson et al., 2023). In Minnesota, drought alone represents 25% of the total crop indemnity payments made in the state (CEMHS, 2023).

Climate projections indicate an increase in annual precipitation of 0.2%–0.5% in the western Midwest and the increase in cumulative runoff is expected to continue through the midcentury (Wilson et al., 2023).

Key Message #5 in the Midwest Chapter of the NCA5 states that managing extremes is necessary to minimize impacts on water quality and quantity. The extreme variability between wet and dry periods is expected to negatively impact the water quality and quantity of the Mississippi River System and adversely affect dependent ecosystems and commerce (Wilson et al., 2023).

4.9.4 Program Gaps and Deficiencies

Chisago County Emergency Management did not identify any program gaps or deficiencies that make its citizens more vulnerable to drought.

4.10 Dam Failure

The MN DNR Dam Safety Program has the mission of protecting the life and safety of people by ensuring that dams are safe. Minnesota's Dam Safety Program sets minimum standards for dams and regulates the design, construction, operation, repair, and removal of both privately and publicly (non-federal) owned dams (MN DNR, 2020). The federal government is responsible for regulating and maintaining dam safety of federally owned dams. No single agency regulates all federally owned dams. 42% of federal dams are owned and managed by the U.S. Army Corp of Engineers (USACE) and the Bureau of Reclamation. The remaining federal dams are owned and managed by other federal agencies, including the Fish and Wildlife Service, Forest Service, the Department of Defense, and the Bureau of Indian Affairs, among others (Normand, 2019). The Federal Energy Regulatory Commission (FERC) Dam Safety Program is the largest dam safety program in the U.S. The Commission works with federal and state agencies to ensure and promote dam safety of over 3,000 dams across the U.S. The Commission inspects projects on an unscheduled basis to investigate potential dam safety problems; complaints about constructing and operating a project; safety concerns related to natural disasters; and issues concerning compliance with the term and conditions of a license (FERC, 2020).

Dam Inventory: The National Dam Inventory reports that there are five dams in Chisago County. Dams are mapped on the [MN State 2024 HMP website](#). The Minnesota Dam Safety Program office was consulted to identify dam incidents and concerns.

4.10.1 Probability of Occurrence

Extreme precipitation is only one factor contributing to dam failure, and the possibility of failure is dam-specific, relating to both environmental and structural conditions. There are two noted dam incidents in Chisago County, both at Rush Creek Dam. In May 1975, the left earthen embankment of Rush Creek Dam was overtopped and washed out during a flood following a 6-inch rainstorm. The dam was repaired and failed again in June 2003 during a flood. The hazard potential of this dam is noted as "unknown." Total dam failures are extremely unlikely if the dam is maintained in compliance with Minnesota's Dam Safety Program. The likelihood of failure in Chisago County is low..

4.10.2 Vulnerability

Although dam regulatory authorities differ between various federal and state agencies, all authorities attempt to classify dams according to the potential impacts from a dam failure or mis-operation. In response to the numerous classification systems, FEMA's Interagency Committee on Dam Safety created a downstream hazard potential classification system that is adaptable to any agency's current system. Table 11 provides an overview of the main criteria agencies consider when determining a dam's downstream hazard potential. This classification system does not imply that the dam is unsafe, but rather categorizes dams based on the probable loss of human life and the impacts on economic, environmental, and lifeline interests (FEMA, 2004).

Table 11. Downstream hazard potential classification criteria

Hazard Potential Classification	Loss of Human Life	Economic, Environmental, Lifeline Losses
Class III (Low)	None expected	Low and generally limited to owner
Class II (Significant)	None expected	Yes

Hazard Potential Classification	Loss of Human Life	Economic, Environmental, Lifeline Losses
Class I (High)	Probable - one or more expected.	Yes (but not necessary for this classification)

SOURCE: (USACE, 2008)

Dams for which a hazard potential has not been designated, or is not provided, are classified as “Undetermined.”

An Emergency Action Plan (EAP) is a document that identifies potential emergency conditions at a dam and specifies preplanned actions to be followed during a dam failure to minimize property damage or loss of life. An EAP is required for Class I dams and strongly recommended for Class II dams (MN DNR, 2020).

There are five dams within Chisago County, four of which are classified as having low hazard potential. Taylors Falls Wall is classified as having high hazard potential, as is the Saint Croix Falls Dam in adjacent Polk County, Wisconsin (Table 12).

Table 12. Dams of Note in Chisago County

Name	Nearest City	River or Stream Name	Height (Ft)	Year	Max Storage (Acre-Ft)	Drainage Area (Sq Miles)	Max Discharge (Cubic Ft/Sec)	Hazard Potential
Branch 18	North Branch	Sunrise River N Br-TR	7	2011	200	1	N/A	Low
Sunrise River	25 miles	Sunrise River	13	1885	300	268	Unknown	Low
Sunrise River Pool 1	12 miles	Sunrise River	12	1964	400	160	3,685	Low
Sunrise River Pool 3	6 miles	Sunrise River	15	1965	300	175	4,845	Low
Taylors Falls Wall	Taylors Falls	St. Croix River	13	1906	12,700	Unknown	N/A	High
*Saint Croix Falls	St. Croix Falls	St. Croix River	13	1907	27,500	6,240	87,000	High

*The Saint Croix Falls Dam is in St. Croix Falls, Wisconsin.

Taylors Falls Wall—owned by Xcel Energy—is a concrete and earthen dike located on the banks of the St. Croix River within the city limits of Taylors Falls. The dike was constructed in 1906 to both raise the level of the river and protect the city from floods (Mariner, 2018). Taylors Falls Wall was reconstructed in 2016 (Rachel Contracting, 2024). As the dike has high hazard potential, an Emergency Action Plan (EAP) has been prepared for it. That plan was last revised in 2022 (National Inventory of Dams, 2023).

Located within a half-mile southeast of Taylors Falls Wall, the Saint Croix Falls Dam is a hydroelectric arch dam that is also owned by Xcel Energy. Construction of the dam began in 1905 and was completed in 1907 (Saint Croix Falls Hydroelectric Project sign). The facility’s generating station, which is remotely operated, has a power production capability of 25.9 megawatts; a “Large Hydropower” facility is defined by the Department of Energy as having a capacity of 30 megawatts. The dam has a

recreational impact as well—its reservoir extends ten miles upstream, slowing the flow of the St. Croix and creating an appealing environment for motorboat enthusiasts (National Park Service, 2024).

The Saint Croix Falls Dam, like Taylors Falls Wall, is classified as having high hazard potential. Substantial areas of both St. Croix Falls and Taylors Falls exist near the St. Croix River downstream of the dam; thus, the dam's failure poses significant threats to life and property. The Emergency Action Plan for the Saint Croix Falls Dam was last revised in 1996 (USACE, 2024). The State of Wisconsin requires Xcel Energy to inspect the dam every two years, and after "any high-water event" (Wisconsin DNR, 2024).

4.10.3 Dam Failure and Climate Change

Dams are designed based on assumptions about a river's annual flow behavior that will determine the volume of water behind the dam and flowing through the dam at any one time. Changes in weather patterns due to climate change may change the hydrograph or expected flow pattern. Spillways are put in place on dams as a safety measure in the event of the reservoir filling too quickly. Spillway overflow events are mechanisms that also result in increased discharges downstream. It is conceivable that bigger rainfalls at earlier times in the year could threaten a dam's designed margin of safety, causing dam operators to release greater volumes of water earlier in a storm cycle in order to maintain the required margins of safety. Such early releases of increased volumes can increase flood potential downstream.

Climate change may increase the probability of design failures. Some spillways may not be large enough to convey the increased flow pattern. An undersized spillway could lead to dam overtopping and failure.

The partial failure of the Rapidan Dam in Blue Earth County in June of 2024 highlighted the growing threat climate change poses to the country's aging infrastructure as extreme weather becomes more common and severe. The Rapidan Dam is a Significant Hazard Dam in "poor" condition. About 20% of Minnesota's Significant and High Hazard Potential Dams are in "fair" or "poor" condition, with a few in "undefined" condition, and about 70% of these dams were built before 1970 (USACE, 2024). These older dams are growing increasingly taxed by extreme weather, especially in the Midwest (Harrison, 2024). Climate change is adding a new level of uncertainty that needs to be considered with respect to assumptions made during the dam construction.

While the Rapidan Dam partial failure did not result in mass inundation, it sent an estimated 11.6 million cubic yards of sediment downstream. The sediment was high in phosphorus and nitrogen because of nearby agricultural runoff. The impacts to the fish habitat and ecology of the stream may not be known for years (MPR News, 2024). The sediment loading behind older dams adds another compounding threat of dam failure to the stream and structures below.

4.10.4 Program Gaps and Deficiencies

Chisago County Emergency Management did not identify any program gaps or deficiencies that make its citizens more vulnerable to dam failure.

Section 5 – Mitigation Strategy

The goal of mitigation is to protect lives and reduce the impacts of future hazard events including property damage, disruption to local and regional economies, the amount of public and private funds spent to assist with recovery, and to build disaster-resistant communities. Mitigation actions and projects should be based on a well-constructed risk assessment, provided in Section 3 of this plan. Mitigation should be an ongoing process adapting over time to accommodate a community's needs.

5.1 Community Capability Assessments

The capability assessment identifies current activities and existing planning tools used to mitigate hazards. The capability assessment identifies the policies, regulations, procedures, programs and projects that contribute to the lessening of disaster damages. The assessment also provides an evaluation of these capabilities to determine whether the activities can be improved in order to more effectively reduce the impact of future hazard events. The following sections identify existing plans and mitigation capabilities within all of the communities:

- Appendix D: Lists the plans and programs in place in Chisago County as related to hazard mitigation.
- Appendix C: As part of the Chisago County HMP update, the county and city governments were asked to participate in filling out a “Local Mitigation Survey” (LMS) form to report on their current mitigation capabilities and program gaps. Appendix C provides the LMS reports gathered for Chisago County.

Information from the capability assessments was used to support development of local mitigation actions for implementation over the next five years (see column *Comments on Implementation & Integration*).

5.1.1 National Flood Insurance Program (NFIP)

The NFIP is a federal program created by Congress to mitigate future flood losses nationwide through sound, community-enforced building and zoning ordinances and to provide access to affordable, federally backed flood insurance protection for property owners. The NFIP is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the federal government that states that if a community will adopt and enforce a floodplain management ordinance to reduce future flood risks to new construction in Special Flood Hazard Areas (SFHAs), the federal government will make flood insurance available within the community as a financial protection against flood losses.

Table 13 lists and describes jurisdictional participation in the National Flood Insurance Program (NFIP).

Table 13. NFIP participation in Chisago County

FEMA Plan Requirements Plan Review Tool, Section C2		Description
Name of Community	Chisago County	
Participation in the NFIP	Participating – Entry date 04/18/1983	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain (including all townships and cities)	181	
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 03/21/2012	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	04/17/2012	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	Chisago County enforces requirements of the NFIP through the county's floodplain ordinance (Chisago County 2012 Floodplain Ordinance), adopted 03/21/2012 and made effective 4/5/2012 (date of second publication). This ordinance establishes the floodplain district and zoning regulations and conditional uses permitted within the floodway, flood fringe, and general floodplain districts of Chisago County. The Chisago County Environmental Services/Zoning & Parks maintains and enforces the floodplain management ordinance for the county.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: Kurt Schneider, Chisago County Environmental Services/Zoning & Parks Director	
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.	Following a flood event, the county would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The county would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.	
Name of Community	City of Center City	
Participation in the NFIP	Participating – Entry date 01/28/1983	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain	14	

FEMA Plan Requirements Plan Review Tool, Section C2		Description
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 4/12/2012	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	4/12/2012	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of Center City's enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 4/12/2012 and made effective 4/12/2012 (date of publication). This ordinance regulates development in the flood hazard areas of the city.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: Dana Miron, City Clerk	
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.	Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.	
Name of Community		City of Chisago City
Participation in the NFIP	Participating – Entry date 01/07/1983	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain	23	
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 3/13/2012	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	3/13/2012	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of Chisago City enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 3/13/2012 and made effective 3/22/2012 (date of publication). This ordinance regulates development in the flood hazard areas of the city.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: John Pechman, City Administrator	

FEMA Plan Requirements Plan Review Tool, Section C2		Description
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.	Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.	
Name of Community	City of Lindstrom	
Participation in the NFIP	Participating – Entry date 01/07/1983	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain	29	
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 1/20/2022	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	1/20/2022	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of Lindstrom enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 1/20/2022 and made effective 1/27/2022 (date of publication). This ordinance regulates development in the flood hazard areas of the city.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: John Olinger, City Administrator	
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.	Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.	
Name of Community	City of North Branch	
Participation in the NFIP	Participating – Entry date 05/19/1997	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain	7	

FEMA Plan Requirements Plan Review Tool, Section C2		Description
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 3/12/2012	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	3/12/2012	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of North Branch enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 3/12/2012 and made effective 3/21/2012 (date of publication). This ordinance regulates development in the flood hazard areas of the city.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: Renae Fry, City Administrator	
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.	Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.	
Name of Community		City of Rush City
Participation in the NFIP	Participating – Entry date 03/14/2014	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain	0	
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 12/30/2013	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	12/30/2013	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of Rush City enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 12/30/2013 and made effective 1/22/2014 (date of publication). This ordinance regulates development in the flood hazard areas of the city.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: Amy Mell, City Administrator	

FEMA Plan Requirements Plan Review Tool, Section C2		Description
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.		Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.
Name of Community		City of Stacy
Participation in the NFIP		Participating – Entry date 07/06/1984
FEMA Map		FEMA-mapped high-risk areas
Current Effective Map Date		04/17/2012
Potential Buildings Damaged in Floodplain		17
1. Adoption of NFIP minimum floodplain management criteria via local regulation		Adoption of current floodplain ordinance: 3/13/2012
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable		3/13/2012
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs		The city of Stacy enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 3/13/2012 and made effective 3/21/2012 (date of publication). This ordinance regulates development in the flood hazard areas of the city.
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP		Floodplain Administrator: Sharon Payne, City Clerk-Treasurer
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.		Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.
Name of Community		City of Taylors Falls
Participation in the NFIP		Participating – Entry date 07/06/1984
FEMA Map		No FEMA-mapped high-risk areas
Current Effective Map Date		04/17/2012 (NSFHA – No Special Flood Hazard Area)
Potential Buildings Damaged in Floodplain		0

FEMA Plan Requirements Plan Review Tool, Section C2		Description
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: Community participates in NFIP but does not have a floodplain ordinance.	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	Not a mapped community (no FIRM or no mapped SFHA)	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of Taylors Falls participates in the NFIP but does not have a specific floodplain ordinance. The city does not have mapped flood risk areas.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: Mary Tomnitz, City Clerk-Treasurer	
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.	Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.	
Name of Community		City of Wyoming
Participation in the NFIP	Participating – Entry date 08/30/2010	
FEMA Map	FEMA-mapped high-risk areas	
Current Effective Map Date	04/17/2012	
Potential Buildings Damaged in Floodplain	9	
1. Adoption of NFIP minimum floodplain management criteria via local regulation	Adoption of current floodplain ordinance: 2/8/2012	
2. Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable	2/8/2012	
3. Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs	The city of Wyoming enforces requirements of the NFIP through the city's current floodplain ordinance, adopted 2/8/2012 and made effective 2/16/2012 (date of publication). This ordinance regulates development in the flood hazard areas of the city.	
4. Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP	Floodplain Administrator: Robb Linwood, City Administrator-Clerk	

FEMA Plan Requirements Plan Review Tool, Section C2		Description
5. Description of how participant implements the substantial improvement / substantial damage provisions of their floodplain management regulations after an event.		Following a flood event, the city would work with the MN DNR to use a form to track cumulative improvements and repetitive losses in the floodplain. The city would also review the MN DNR Minnesota Post-Flood Substantial Damage Playbook for Local Officials.
Name of Community		City of Shafer
Participation in the NFIP		NOT Participating
FEMA Map		No FEMA-mapped high-risk areas (NSFHA - 04/17/2012)
Name of Community		City of Harris
Participation in the NFIP		NOT Participating
FEMA Map		FEMA-mapped high-risk areas
Current Effective Map Date		04/17/2012
Potential Buildings Damaged in Floodplain		4
Description of why community does not participate in the NFIP.		The City of Harris has chosen not to participate in the NFIP for the following reasons: Low Perceived Flood Risk, Administrative Burden, Cost to Implement Floodplain Management, Unwillingness to Restrict Development, Fear of Increased Costs for Homeowners, and Uncertainty Over Benefits of participating in the program vs. the costs and effort of doing so.

SOURCE: (CEIL STRAUSS, MN FLOODPLAIN MANAGER, PERSONAL COMMUNICATION, SEPTEMBER 22, 2023)

Repetitive loss properties are defined as properties that have had two or more flood insurance claims of \$1,000 or more in any rolling 10-year period. Property owners are asked to consider mitigation activities such as acquisition, relocation, or elevation, among other options. FEMA's Repetitive Loss (RL) properties strategy is to eliminate or reduce the damage to property and the disruption to life caused by repeated flooding of the same properties. Property owners are notified of their status by FEMA.

A Severe Repetitive Loss (SRL) property is defined as a residential property that is covered under an NFIP flood insurance policy and:

- a) That has at least four NFIP claim payments (including building and contents) over \$5,000 each, and the cumulative amount of such claims payments exceeds \$20,000; or
- b) For which at least two separate claims payments (building payments only) have been made with the cumulative amount of the building portion of such claims exceeding the market value of the building.

- c) For both (a) and (b) above, at least two of the referenced claims must have occurred within any 10-year period and must be greater than 10 days apart.

Chisago County has one RL property and no SRL properties. The property is a single-family home in Rush City with a first loss date in 2014.

For more on the areas that flood repeatedly in Chisago County, see the [Chisago County Flooding page](#).

5.1.2 Plans and Ordinances

Chisago County and its incorporated communities have a number of plans and ordinances in place to ensure the safety of residents and the effective operation of communities including a Zoning Ordinance, Floodplain Ordinance, Emergency Operations Plan, and Wellhead Protection Plan.

5.1.3 Plans and Programs in Place to Address Natural Hazards

Chisago County has numerous plans and programs in place to address natural hazards. Some of these programs are specific to a hazard and others address impacts and human safety for many types of events (“All Hazards”). For the purpose of grouping related natural hazards, “Summer Storms” encompasses Tornadoes, Windstorms, Lightning, and Hail. Following is a description of the plans and programs in place by Chisago County to support mitigation for the hazards addressed in this plan.

All Hazards

All Hazards Emergency Operations Plan: Chisago County Emergency Management maintains an all-hazards Emergency Operations Plan (EOP) which lays out concepts and operating guidelines for all incident management and support functions that may be needed to ensure life safety, incident stabilization, and property preservation during an incident and the transition to recovery.

CodeRED Emergency Notification System and IPAWS: Chisago County maintains the CodeRED Emergency Notification System which allows residents and visitors to sign up (“opt-in”) to receive severe weather alerts targeted to their location, along with other local emergency alerts. A link to sign up for the system is located on the Chisago County Emergency Management website page. Chisago County also uses IPAWS (Integrated Public Alert Warning System), which allows for both targeted and county-wide emergency notifications to both residents and visitors (not an “opt-in” service).

Relationship with National Weather Service: Chisago County has a strong relationship with the Twin Cities/Chanhassen National Weather Service (NWS) Forecast Office, having access to all live and on-demand briefings, announcements, and educational opportunities, and contact information for direct collaboration as needed. The county also receives all products/statements issued by the NWS, and in turn shares or incorporates these into its community outreach and public education.

Preparedness Outreach & Public Education: Chisago County Emergency Management utilizes the Chisago County website (main page, HS&EM, Sheriff’s Office), Chisago County Sheriff’s

Office Facebook page, and local news media to communicate with residents, visitors, schools, and long-term care facilities on emergency preparedness, severe weather, and other hazard conditions throughout the year. Chisago County Homeland Security Emergency Management and Chisago County Public Health – Emergency Preparedness pages provide information and resource links for the public on emergency preparedness and natural disasters.

Mass Care Sheltering: In the event of a disaster where temporary sheltering is needed, Chisago County Emergency Management works in coordination with Chisago County Public Health, the American Red Cross, and local governments/Fire & EMS to provide mass care services as needed. The county EOP includes plans, procedures, and resources available for mass care sheltering.

NOAA Weather Radios: Chisago County Emergency Management promotes the use of NOAA Weather Radios by residents, businesses, schools, long term care facilities, government buildings, faith communities, and other places of common gathering. NOAA Weather Radios broadcast continuous weather information directly from the nearest National Weather Service office, including warnings, watches, forecasts, and other hazard information 24 hours a day, 7 days a week. They are an important tool to be able to receive information, particularly in the event of extended power outages where updates from local media and cell phone apps may not be available.

Weather-Ready Nation Ambassador: Chisago County Emergency Management is a registered NOAA and NWS Weather-Ready Nation (WRN) Ambassador, supporting initiatives to improve readiness, responsiveness, and overall resilience to weather, water, and climate events. As an ambassador, the county promotes weather-ready messages and themes to our stakeholders, engages with NOAA personnel on collaborative opportunities, shares success stories of preparedness and resiliency, and educates employees, partners, and the public on preparedness actions.

Backup Power: Chisago County works to ensure the continuity of operations of county government services and critical infrastructure in the event of an extended power outage. County facilities with backup generators include the Government Center and Public Safety Center (where the EOC is located).

Schools Support: Chisago County Emergency Management coordinates with local school districts as needed on related emergency planning and preparedness, including support for specific trainings, exercises, equipment, and relay of county-level emergency notifications. School districts have their own policies, decision-making protocols, and communications plans in place to determine the need to close school and to notify targeted audiences in the event of severe weather, extreme temperatures, or other events that pose risk to students and staff.

Regional Collaboration: Chisago County Emergency Management works closely with the MN HSEM Region 6 regional program coordinator and neighboring county emergency managers on a range of planning, training, and exercises to support all-hazards preparedness, mitigation, response, and recovery capabilities.

Severe Winter Storms

Winter Weather Statements (Watch, Advisory, Warning, etc.): Chisago County Emergency Management works to relay winter weather statements received from the NWS to help alert residents and visitors to hazardous conditions.

Winter Hazard Awareness Week: Chisago County participates in the Winter Hazard Awareness Week campaign sponsored by MN HSEM and the NWS each November. The week-long effort provides specific information each day covering the topics of winter weather, outdoor winter safety, indoor winter safety, and winter driving safety. Chisago County Emergency Management promotes and shares information during the week via social media with communities, schools, churches or other civic programs are encouraged to share locally.

Snow Removal & Ice Control: The Chisago County Highway Department conducts winter road maintenance on county roads in accordance with the Chisago County Snow Policy. Other road jurisdictions conduct winter road maintenance on their respective road systems in accordance with each of their established policy and/or practice.

Severe Summer Storms

Severe Weather Statements (Watch, Advisory, Warning, etc.): Chisago County works to relay severe spring and summer weather statements (such as for thunderstorms, windstorms, or tornadoes) received from the NWS to help alert residents and visitors to hazardous conditions.

Outdoor Warning Sirens: Outdoor warning sirens are located throughout the county and are tested monthly by the Chisago County Sheriff's Office in coordination with local jurisdictions. Warning sirens are owned and maintained by the cities where they are located.

Skywarn Program: Chisago County Emergency Management works with the National Weather Service to offer Storm Spotter training on an annual basis to local fire and law enforcement departments and area residents that wish to be trained as spotters. SkyWarn Storm Spotters help to keep their local communities safe by providing timely and accurate reports of severe weather to their local NWS office.

Severe Weather Awareness Week: Chisago County participates in the Severe Weather Awareness Week campaign sponsored by MN HSEM and the NWS each April. The week-long effort provides specific information each day covering the topics of severe weather alerts and warnings, lightning, hail, floods, tornadoes (with statewide drills), and extreme heat. Each topic covered includes factsheets, checklists, data, and other resources. Chisago County Emergency Management promotes and shares information during the week via social media with communities, schools, churches or other civic programs are encouraged to share locally.

Vegetation Management: The Chisago County Highway Department conducts vegetation management along county roads to reduce the risk of downed trees or branches resulting from

severe spring and summer storm events. Local utility providers also work to manage vegetation near power lines to reduce the risk of downed lines and power outages.

Extreme Cold

Emergency Notifications: Extreme cold temperature warnings are issued by the National Weather Service. Chisago County Emergency Management works to relay extreme cold temperature warnings from the NWS to help alert residents and visitors to hazardous conditions. The Chisago County Emergency Management Office also encourages residents to follow local news or NWS weather applications to receive severe weather and extreme temperature notifications.

Extreme Cold Safety Awareness: Chisago County Emergency Management and Chisago County Public Health promote public awareness of personal safety measure to take during periods of extreme cold, such as sharing information via Facebook posts.

Emergency Sheltering: In the event of an extended power outage coupled with a period of extreme cold, Chisago County Emergency Management will work with Chisago County Public Health and local Fire or EMS agencies as needed to assist vulnerable residents such as the elderly who may need temporary sheltering.

Extreme Heat

Emergency Notifications: Extreme cold temperature warnings are issued by the National Weather Service. Chisago County Emergency Management works to relay extreme heat temperature warnings from the NWS to help alert residents and visitors to hazardous conditions. The Chisago County Emergency Management Office also encourages residents to follow local news or NWS weather applications to receive severe weather and extreme temperature notifications.

Public Education and Awareness: Chisago County Emergency Management and Chisago County Public Health promote public awareness of personal safety measure to take during periods of extreme heat, such as sharing information via Facebook posts.

Emergency Sheltering: In the event of an extended power outage coupled with a period of extreme heat, Chisago County Emergency Management will work with Chisago County Public Health and local Fire or EMS agencies as needed to assist vulnerable residents such as the elderly who may need temporary sheltering.

Wildfire

Public Awareness & Emergency Notifications: In event of wildfire, Chisago County Emergency Management works with local law enforcement, local fire departments, the NWS, and the MN DNR to get the word out on the risk of the level of fire danger and any burning restrictions to help keep the public informed and protected.

Burning Restrictions/Permits: Burning restrictions are set by the MN DNR. Burning permits within Chisago County are obtained through the MN DNR website or local office.

Wildland Fire Fighting: Local fire departments respond to woodland or grassland fires within their boundaries or in coordination with other fire departments as needed via mutual aid agreements.

Flooding

National Flood Insurance Program (NFIP): Chisago County has FEMA Mapped High Risk Areas and participates in the NFIP. Initial entry date into the program was 04/18/1983.

Floodplain Administrator: The Chisago County Environmental Services/Zoning & Parks Director is the county's designated Floodplain Administrator, who is responsible to implement the requirements of the NFIP.

Floodplain Management Ordinance: Chisago County 2012 Floodplain Ordinance, adopted 03/21/2012 establishes the flood plain district and zoning regulations and conditional uses permitted within the floodway, flood fringe, and general floodplain districts. The Chisago County Environmental Services/Zoning Office maintains and enforces the floodplain management ordinance for the county. The ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59 -78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

Floodplain Mapping: Chisago County's current effective FEMA flood map date is 04/17/2012. The county's ES/Zoning Office is the repository for the floodplain maps for the county. the FEMA Flood Map Service Center (MSC) <https://msc.fema.gov/portal/home> is the official online location to find all flood hazard maps for the county. The office assists county residents in determining whether their property is affected by an officially mapped flood area.

Shoreland Ordinance: Chisago County Shoreland Management Ordinance, adopted 10/05/1992 establishes allowable uses and development standards in shoreland areas designated within the county. In addition to establishing setback requirements, the ordinance specifies that local shoreland controls must regulate placement of structures in relation to ordinary high water lake levels, bluffs, slopes, and other shoreland protection.

Subdivision Ordinance: Chisago County Subdivision Ordinance No. 99-2, Amended May 1999 is established to regulate the subdividing of land in Chisago County.

Transportation Plan: The Chisago County Public Works - Highway Department maintains update of the county's 10-year transportation plan and schedules projects for implementation. The county's last transportation plan update was in 2013 and is currently being updated. The plan will be completed and adopted in early 2023. The main purposes of the Chisago County

Transportation Plan are to help the county and other affected jurisdictions assess anticipated population growth over the next 20 years and provide recommendations that will help the county accommodate changing conditions. The county will use this plan as a tool to guide major transportation investments and transportation policy decisions.

Minnesota Buffer Law: The Chisago SWCD administers the state Buffer Law and provides technical assistance on buffer compliance by landowners. Buffers benefit bank stabilization and reduced erosion and sedimentation into ditches, streams, rivers, and lakes.

One-Watershed One Plan (1w1P): Chisago County participates in the Lower St. Croix Watershed 1W1P ten-year plan, approved 10/28/2020. The plan addresses regional watershed planning which includes measures for flood mitigation.

Drought

Public Awareness & Outreach: In the event of extreme drought conditions, Chisago County works in concert with the NWS, MN DNR, and local communities to raise public awareness of drought conditions and recommended water use restrictions as per MN DNR guidance.

Precipitation Monitoring: The Chisago SWCD participates in the MNGage Minnesota Volunteer Precipitation Observing Program, which is administered by the DNR Minnesota State Climatology Office. Data collected by volunteers is entered into a database for various studies and weather prediction simulations, including the assessment of drought severity and impacts.

Dam/Levee Failure

Dam EAPs: Taylors Falls Wall and the Saint Croix Falls Dam are classified as a high hazard potential dams and operate for hydroelectric power Xcel Energy. Xcel maintains an EAP for these dams and shares this information with Chisago County Emergency Management.

5.2 Mitigation Goals

The goals and strategies for natural hazards in the 2024 Minnesota State Hazard Mitigation Plan were adopted for use in the Chisago County Plan. This framework, as outlined below, will allow for integration of the mitigation actions that are listed by Chisago County and its jurisdictions into the state plan. The state will then be able to develop a statewide strategy that will benefit all of Minnesota.

Flooding Goal: Reduce deaths, injuries, property loss and economic disruption due to all types of flooding (riverine, flash, coastal, dam/levee failure).

Wildfire Goal: Reduce deaths, injuries, property loss, natural resource and economic disruption due to wildfires (forest, prairie, grass, and peat bogs).

Windstorms Goal: Reduce deaths, injuries, property loss, and economic disruption due to windstorms.

Hail Goal: Reduce deaths, injuries, property damage, and economic disruption due to hailstorms.

Winter Storms Goal: Reduce deaths, injuries, property loss, and economic disruption due to winter storms (blizzard, ice, and ice storm).

Lightning Goal: Reduce deaths, injuries, property losses, loss of services, and economic disruption due to lightning.

Tornado Goal: Reduce deaths, injuries, property loss, and economic disruption due to tornadoes.

Drought Goal: Reduce economic loss and environmental impacts due to drought.

Extreme Heat Goal: Reduce deaths, injuries, and economic disruption due to extreme heat.

Extreme Cold Goal: Reduce deaths, injuries, and economic disruption due to extreme cold.

Dam/Levee Failure Goal: Reduce deaths, injuries, property loss, natural resource and economic disruption due to dam/levee failure.

Erosion/Landslide/Mudslide Goal: Reduce deaths, injuries, property loss, and economic disruption due to hillside, coastal, bluff: caused primarily by oversaturation of soil.

5.3 Mitigation Action and Project Strategies

The mitigation actions in this plan are summarized into four main strategy types, as described in the FEMA publications *Local Mitigation Planning Handbook* (2013) and *Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards* (2013). A fifth strategy type was determined by Minnesota HSEM for use within the state: Mitigation Preparedness and Response. The strategies and example actions are listed in Table 14.

Table 14. Mitigation strategies and action types

Mitigation Strategy	Description	Example Mitigation Actions
Local Plans and Regulations	These actions include government authorities, policies, or codes, that influence the way land and buildings are developed and built.	• Comprehensive plans • Land use ordinances • Planning and zoning • Building codes and enforcement • Floodplain ordinances • NFIP Community Rating System • Capital improvement programs • Open space preservation • Shoreline codes • Stormwater management regulations and master plans
Structure and Infrastructure Projects	These actions involve modifying existing structures and infrastructure to protect them from a hazard or remove them from a hazard area. This could apply to public or private structures as well as critical facilities and infrastructure.	• Acquisitions and elevations of structures in flood prone areas • Utility undergrounding • Structural retrofits • Floodwalls and retaining walls

Mitigation Strategy	Description	Example Mitigation Actions
Natural Systems Protection	This type of action also involves projects to construct manmade structures to reduce the impact of hazards. Many of these types of actions are projects eligible for funding through the FEMA Hazard Mitigation Assistance program.	• Detention and retention structures • Culverts • Safe rooms
	These are actions that minimize damage and losses and also preserve or restore the functions of natural systems.	• Sediment and erosion control • Stream corridor restoration • Forest management • Conservation easements • Wetland restoration and preservation
Education and Awareness Programs	These are actions to inform and educate residents, elected officials, and property owners about hazards and potential ways to mitigate them. These actions may also include participation in national programs, such as StormReady or Firewise Communities. Although this type of mitigation reduces risk less directly than structural projects or regulation, it is an important foundation. A greater understanding and awareness of hazards and risk among local officials, stakeholders, and the public is more likely to lead to direct actions.	• Radio or television spots • Websites with maps and information • Real estate disclosure • Presentations to school groups or neighborhood organizations • Mailings to residents in hazard-prone areas. • StormReady Certification • Firewise Communities
Mitigation Preparedness and Response	This is a State of Minnesota mitigation strategy with the intent of covering preparation and actions that protect life and property during a natural disaster.	• Emergency operations plan • Flood fight plans and preparedness • Dam emergency action plans • Warning • Backup power • Emergency capabilities

Local leaders work together with the Chisago County emergency management director to assure that the hazards and mitigation actions included in this plan are accurate and addressed in their jurisdictions. Development of mitigation actions for the county and each city was informed by a community's hazard and risk assessment; identification of local vulnerabilities, and review of capabilities in place to address mitigation. Planning team members, local elected officials and staff from Chisago County and each city actively participated in the development and review of mitigation action charts for implementation through participation in planning team meetings (see Appendix F) and development of Local Mitigation Surveys (see Appendix C). Additional jurisdictional and public feedback was incorporated following news releases inviting public input to the planning process (see Appendix G).

The Chisago County risks and mitigation activities identified also incorporate the concerns and needs of townships, school districts, and other entities participating in this plan. Appendix H contains the jurisdictional mitigation action charts for the cities of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, Taylors Falls, and Wyoming.

See Mitigation Actions for all jurisdictions and provide ongoing feedback on the HMP website

Following is an overview of the mitigation action charts and a description of each element of the chart.

Number (#)

Each mitigation action is identified by a number.

Hazard

Each mitigation action is identified by the natural hazard it relates to. Actions that fall under “All Hazards” relate to both natural and non-natural hazards. “Severe Winter Storms” includes blizzards, heavy snow, ice storms, winter storms, and winter weather. “Severe Summer Storms” includes windstorms, tornadoes, lightning, and hail.

Mitigation Strategy

Each mitigation action is identified by one of the following five mitigation strategies.

- Local Planning and Regulations
- Structure and Infrastructure Projects
- Natural Systems Protection
- Education and Awareness Programs
- Mitigation Preparedness and Response Support

See Table 14 for a description of each mitigation strategy and related types of actions.

Mitigation Action

Each mitigation action provides a concise, action-oriented description of the action or project to be undertaken. If a mitigation action reduces risk to new or existing buildings/infrastructure, it is noted.

Status

The status of each mitigation action is indicated by one of the following categories:

- New – New actions that have been identified since the last plan.
- Existing – Actions that are carried over from the last plan or have been updated.
- In Progress – Actions from the last plan that are currently being acted upon.

Mitigation actions that have been completed or deleted from the 2017 Chisago County Hazard Mitigation Plan are identified and reported on in Appendix H. Completed and deleted mitigation actions are not carried over into the updated mitigation action chart.

Priority

In the review and discussion of selected mitigation strategies and actions, the planning team ranked mitigation actions by priority for implementation. Table 15 provides criteria that were taken into consideration in the process.

Table 15. Criteria for Mitigation Action Priority Ranking

Ranking	Criteria
High Priority	• Methods for reducing risk from the hazard are technically reliable. • The County has experience in implementing mitigation measures. • Mitigation measures are eligible under federal grant programs. • There are multiple mitigation measures for the hazard. • The mitigation measure(s) are known to be cost effective. • The mitigation measures protect lives and property for a long period of time, or are permanent risk reduction solutions.
Moderate Priority	• Mitigation methods are established. • The County has limited experience with the kinds of measures that may be appropriate to mitigate the hazard. • Some mitigation measures are eligible for federal grants. • There is a limited range of effective mitigation measures for the hazard. • Mitigation measures are cost-effective only in limited circumstances. • Mitigation measures are effective for a reasonable period of time.
Low Priority	• Methods for reducing risk from the hazard are not well-established, are not proven reliable, or are experimental. • The State or Counties have little or no experience in implementing mitigation measures, and/or no technical knowledge of them. • Mitigation measures are ineligible under federal grant programs. • There is a very limited range of mitigation measures for the hazard, usually only one feasible alternative. • The mitigation measure(s) have not been proven cost-effective and are likely to be very expensive compared to the magnitude of the hazard. • The long-term effectiveness of the measure is not known or is known to be relatively poor.

Time frame

Each mitigation action identifies the anticipated timeframe for implementation of the action within the next five-year planning cycle.

- Ongoing – Implementation of the action will require continued application.
- Defined (year) – Implementation of the action will occur within a defined time frame that is noted.
- TBD – The anticipated time frame for implementation of an action is to be determined.

Responsibility

Each mitigation action identifies what personnel, department or agency will be lead for the administration or implementation of the action.

Comments on Implementation & Integration

Each mitigation action provides a description of how the jurisdiction will work to implement the mitigation action and incorporate the activity into other existing planning mechanisms. As part of the plan update process, communities were asked to describe how they will integrate the mitigation actions listed into other planning mechanisms since the last plan update. This can include description of methods for public outreach, enforcement of policies, development of plans, and coordination of key staff and partnership efforts.

Possible Funding

Each mitigation action identifies where potential funding may come from to support implementation of the mitigation activity, such as existing county or city funding, state or federal funding. Projects that may be eligible for future FEMA Hazard Mitigation Assistance grant funding are noted.

5.3.1 Chisago County Mitigation Action Chart

The Chisago County Mitigation Action Chart is provided in Table 16. Appendix H provides the mitigation action charts developed for each city participating in the HMP update.

See Mitigation Actions for all jurisdictions and provide ongoing feedback on the HMP website

Table 16. Chisago County Mitigation Action Chart (2024–2028)

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	EMERGENCY NOTIFICATION Encourage all county residents to sign-up for the county's CodeRED Emergency Notification System.	Existing High Ongoing	Chisago County Emergency Management (CCEM)	Chisago County maintains the CodeRED Emergency Notification System, which allows residents and visitors to sign up ("opt-in") to receive severe weather alerts targeted to their location, along with other local emergency alerts. A link to sign up for the system is located on the Chisago County Emergency Management website page. Chisago County also has IPAWs capabilities to disseminate emergency notifications to residents and visitors. Local jurisdictions are encouraged to help promote sign up for the county's CodeRED system by sharing information locally.	County Funding
2	All-Hazards	Education & Awareness Programs	PUBLIC OUTREACH Conduct outreach to the public to increase awareness and preparedness for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High Ongoing	CCEM	CCEM utilizes the Chisago County website (main page, HS&EM, Sheriff's Office), Chisago County Sheriff's Office Facebook page, and local news media to communicate with residents, visitors, schools, and long-term care facilities on emergency preparedness, severe weather, and other hazard conditions throughout the year. Chisago County Homeland Security Emergency Management and Chisago County Public Health – Emergency Preparedness pages provide information and resource links for the public on emergency preparedness and natural disasters. CCEM also participates in the NWS Severe Weather Awareness Weeks and encourages cities to also share information locally.	County Funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
3	All-Hazards	Mitigation Preparedness & Response Support	EOP PLANNING Ensure the county's Emergency Operations Plan (EOP) is updated and addresses policies & procedures needed to support EM functions prior to, during, and following a disaster.	Existing High Ongoing	CCEM	Chisago County Emergency Management maintains an all-hazards Emergency Operations Plan (EOP) which lays out concepts and operating guidelines for all incident management and support functions that may be needed to ensure life safety, incident stabilization, and property preservation during an incident and the transition to recovery.	County Funding
4	All Hazards	Local Planning & Regulations	FUTURE DEVELOPMENT Incorporate mitigation strategies across county and local government plans and policies that address future growth and new development.	Existing High 2025-2030	CC Admin, CC Env. Services., and CCPW in coord with local gov'ts	Chisago County uses the county's Shoreland Ordinance (adopted 10/05/1992), Subdivision Ordinance (No. 99-2, Amended May 1999), and the Chisago County Transportation Improvement Plan (2024-2028) to address long-term planning for future development. Chisago County continues to work closely with surrounding communities to address planning for increased growth and development that will affect emergency response services as well as an increase in vulnerable systems and infrastructure.	County Funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	All-Hazards	Local Planning & Regulations	MDH EMPOWER VULNERABILITY DATABASE Utilize information from the MN Dept. of Health EmPower database to identify and map vulnerable populations within Chisago County for Emergency Management and Public Health planning needs.	New High 2025-2030	CCEM, CCPH in coord with CC GIS Dept.	Minnesota Department of Health (MDH) and Health and Human Services (HHS) provides an updated monthly database list which is maintained by local Public Health of all vulnerable populations called EmPOWER. This Medicare enrollment-based database includes parent-child households, patients in long term care facilities, those receiving home health services, power-dependent devices, durable medical equipment, dialysis, oxygen services, hospice and palliative care, and residents with power-dependent devices such as electric wheelchairs, IV infusion pumps, oxygen concentrators and cardiac devices. These vulnerable populations can be identified and mapped during an emergency therefore mitigating risk by being able to reach the most vulnerable residents in Chisago County.	MDH, County funding
6	All-Hazards	Mitigation Preparedness & Response Support	VULNERABLE POPULATIONS Work with county departments, partner agencies, facilities, and local jurisdictions to address planning and outreach efforts for those considered to be more vulnerable to severe weather events.	Existing High Ongoing	CCEM, CCPH	Chisago County Emergency Management and Chisago County Public Health continue to provide outreach to and assistance as needed to facilities such as schools, long-term care facilities, and directly to individuals. Schools throughout the county participate annually in tornado drills annually. The county works in coordination with agencies such as the Red Cross and Salvation Army. CCEM and CCPH work with our GIS department to maintain information on the location of key facilities such as hospitals, nursing homes, and day cares.	County Funding other agencies & organizations

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
7	All-Hazards	Mitigation Preparedness & Response Support	GENERATOR BACKUP POWER Install generators at key county facilities to ensure continuity of operations and services in the event of loss of power.	Existing High Ongoing	CCEM	This is an ongoing effort of CCEM in coordination with Chisago County Administration and other departments. Not all county, city, and other incident support facilities (e.g., public safety/emergency services stations, designated mass care shelters, etc.) have backup power to provide care for the displaced and the logistical needs of an incident, such as tornadoes, flooding, long-term power outages, and winter storms. CCEM encourages local jurisdictions to evaluate and address where backup power is needed.	County Funding
8	All-Hazards	Mitigation Preparedness & Response Support	MASS CARE SHELTERING Ensure that plans and designated facilities are in place in order to provide temporary sheltering due to a severe weather or other disaster event.	Existing High 2025-2030	CCEM, CCPH	In the event of a disaster where temporary sheltering is needed, Chisago County Emergency Management works in coordination with Chisago County Public Health, the American Red Cross, and local governments/Fire & EMS to provide mass care services as needed. The county EOP includes plans, procedures, and resources available for mass care sheltering.	County Funding
9	Extreme Heat/Cold	Education & Awareness Programs	EXTREME TEMPS PUBLIC OUTREACH Provide outreach and education to the public on personal safety measures to take during periods of extreme heat or cold.	In-Progress High 2024	CCEM	CCEM works to share information received from the Twin Cities/Chanhassen National Weather Service (NWS) Forecast Office when periods of extreme heat or cold are affecting the region. Public education regarding extreme heat or cold safety also occurs during the NWS spring and Winter Weather Awareness week that occur each year.	County Funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
10	Extreme Heat/Cold	Mitigation Preparedness & Response Support	COOLING/WARMING CENTERS Work with local communities to develop plans for operating warming/cooling centers for those who are vulnerable during extreme cold or heat temperature events.	New High 2025-2030	CCEM	CCEM encourages communities to have plans in place for a local facility (i.e., school, church, community center, Fire Hall) to be designated to operate for temporary sheltering and prepared with backup power and other supplies in the event of an extreme temperature event where vulnerable residents need to take shelter.	County and Local Gov't Funding
11	Severe Winter Storms	Local Planning & Regulations	SNOW & ICE CONTROL Implement snow removal and ice control to ensure the safety of county roads impacted by winter storms.	Existing High 2025-2030	CCPW	The Chisago County Public Works Department conducts winter road maintenance on county roads in accordance with the Chisago County Snow Policy. Other road jurisdictions conduct winter road maintenance on their respective road systems in accordance with each of their established policy and/or practice.	County Funding
12	Severe Summer Storms	Education & Awareness Programs	SKYWARN TRAINING Work with the National Weather Service (NWS) to provide SkyWarn training and develop a network of trained Storm Spotters throughout the county.	New High 2025-2030	CCEM in coord with NWS	CCEM continues to work with the Twin Cities/Chanhassen NWS Office to offer this training on an annual basis to local fire and law enforcement departments and local residents that wish to be trained as spotters.	National Weather Service
13	Severe Summer Storms	Mitigation Preparedness & Response Support	OUTDOOR WARNING SIRENS Ensure outdoor warning sirens throughout the county are functional and maintained by the jurisdictions where they are located.	Existing High 2025-2030	CCEM in coord with local jurisdictions	Our cities own and maintain their own weather warning sirens and these are activated through our ECC (Emergency Communications Center). We also do monthly tests on the sirens. CCEM will work with local jurisdictions that are seeking to upgrade their existing warning sirens or to purchase a new one. FEMA grant funding may be available to support purchase of warning sirens.	County Funding & local jurisdictions, FEMA HMA grant funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
14	Severe Summer Storms	Structure & Infrastructure Projects	STORM SHELTERS / TORNADO SAFE ROOMS Address the need for the construction of storm shelters or tornado safe rooms in areas where residents or visitors are vulnerable to high wind events, such as mobile home parks and campgrounds.	Existing High 2025-2030	CCEM in coord with local jurisdictions	CCEM will assist any mobile home park or community in their effort to assess and address the need for construction of a storm shelter or tornado safe room. Grant funding may be available for tornado safe rooms from FEMA Hazard Mitigation grant program funding, based on funding availability and application approval. Municipal governments are encouraged to take lead on local projects with MHPs within their jurisdiction.	County Funding, Local Gov't, FEMA Grant Funding
15	Severe Winter & Summer Storms	Structure & Infrastructure Projects	POWERLINE RETROFITS Encourage municipal and rural electric coops to address burying powerlines or strengthening power poles to avoid power outages from high wind events and storms.	Existing High 2025-2030	CCEM, local jurisdictions in coord with electric utility providers	CCEM works with the utility cooperatives that serve the county and local governments on these efforts as needed. FEMA HMA grant funding may be a source for powerline infrastructure retrofits that eligible rural and municipal electric coops can apply for.	Electric Coop funding, FEMA Grant Funding
16	Severe Winter & Summer Storms	Local Planning & Regulations	BUILDING SAFETY Ensure that new development projects follow state building codes in order to withstand the impacts of severe weather events, including roof collapse from heavy snow or damages from high wind events.	Existing Moderate 2025-2030	CC Envr. Services Dept.	Chisago County Environmental Services oversees permits for new development. Chisago County recommends new development is built to meet the specifications as provided by the State of Minnesota's Department of Labor and Industry in order to minimize financial burdens and potential safety hazards which can arise from poorly constructed buildings. Local jurisdictions enforce their own building permits respectively.	County Funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
17	Severe Winter & Summer Storms	Natural Systems Protection	VEGETATION MANAGEMENT Manage trees and other vegetation along roads from severe storm events to reduce risk to powerlines and passing motorists.	Existing Moderate 2025-2030	CCPW., Local Utility Providers	The Chisago County Public Works conducts vegetation management along county roads to reduce the risk of downed trees or branches resulting from severe spring and summer storm events. Local utility providers also work to manage vegetation near power lines to reduce the risk of downed lines and power outages.	County Funding, Utility Coops
18	Wildfire	Local Planning & Regulations	COMMUNITY WILDFIRE PROTECTION PLAN Develop a CWPP in coordination with the MN DNR Firewise Program and local jurisdictions.	New High 2025-2030	CCEM in coord with MN DNR Firewise	This a new project area for Chisago County. CCEM will work with the MN DNR Central MN Firewise Coordinator to evaluate and apply for possible grant funding from the federal Community Wildfire Defense Grants to develop a new Chisago County CWPP. When the plan is being updated, CCEM will work with local fire departments and government officials to assess current fire risks and a range of mitigation actions to reduce wildfire risk. CWDG grants cover 90% cost share match with awards up to \$250,000.	Community Wildfire Defense Grant & County/local government cost share
19	Wildfire	Natural Systems Protection	FIREWISE OUTREACH & EDUCATION Promote wildfire safety awareness and encourage homeowners to conduct assessments for defensible space.	Existing High 2025-2030	CCEM in coord with local FDs	CCEM will work to include information on wildfire safety to the CCEM website page, which includes educational resources on storm awareness and emergency preparedness. CCEM and local fire departments will work to raise public awareness about the risk of wildfire in the county, especially during periods of drought. Homeowners will be encouraged to take steps to reduce risk through increasing defensible space.	County Funding, Local FD's

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
20	Flooding	Local Planning & Regulations	FLOODPLAIN ORDINANCE Continue to participate in the National Flood Insurance Program and enforce the county's floodplain ordinance.	Existing High 2025-2030	CC Envr. Services / Zoning Office	Chisago County 2012 Floodplain Ordinance, adopted 03/21/2012 establishes the flood plain district and zoning regulations and conditional uses permitted within the floodway, flood fringe, and general floodplain districts. The Chisago County Environmental Services/Zoning Office maintains and enforces the floodplain management ordinance for the county. The ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59 -78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.	County Funding
21	Flooding	Local Planning & Regulations / Structure & Infrastructure Projects	LOCALIZED FLOOD RISK REDUCTION Plan for and implement measures to address localized flood reduction projects for roads, bridges, and culverts throughout the county.	Existing High 2025-2030	CCPW	The Chisago County Public Works Department maintains update of the county's transportation plan and schedules projects for implementation. The plan helps to address projects that will reduce the risk of localized flooding. The county's recent update of the plan is for 2024-2028. The main purposes of the plan are to help the county and other affected jurisdictions assess anticipated population growth over the next 20 years and provide recommendations that will help the county accommodate changing conditions. The county will use this plan as a tool to guide major transportation investments and transportation policy decisions.	County Funding
22	Flooding	Local Planning & Regulations	WATERSHED PLANNING Work with area watershed organizations to address mitigation plans and projects that address risk reduction for localized flooding and erosion.	Existing Moderate 2025-2030	Chisago SWCD, CC Env. Services	Chisago County participates in the Lower St. Croix Watershed 1W1P ten-year plan, approved 10/28/2020. The plan addresses regional watershed planning which include measures for flood mitigation.	SWCD, Watershed District funding, County Funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
23	Flooding	Local Planning & Regulations	BUFFER LAW ENFORCEMENT Enforce the MN State Buffer Law in order to help reduce the potential impacts of erosion from high rain events.	Existing Moderate 2025-2030	Chisago SWCD	The Chisago SWCD administers the state Buffer Law and provides technical assistance on buffer compliance by landowners. Buffers benefit bank stabilization and reduced erosion and sedimentation into ditches, streams, rivers, and lakes.	SWCD
24	Flooding	Local Planning & Regulations	PROPERTY BUYOUTS Conduct property buyouts to acquire homes affected by repetitive flooding and physically relocate or remove those homes to eliminate future flood damages.	Existing Low 2025-2030	CCEM, CC Envr. Services	The city of Taylors Falls has identified homes along the St. Croix River where homeowners may be willing to participate in property buyouts. Chisago County will assist in this effort as needed. The county will continue to evaluate and assist with potential future property acquisition projects if they are identified over the next 5 years. CCEM will further assist with any applications to FEMA or MN DNR for grant funding to conduct buyouts.	Chisago County, Possible FEMA Grant Funding
25	Flooding	Local Planning & Regulations	COMFORT LAKE - FOREST LAKE WATERSHED DISTRICT FLOOD MITIGATION Work with the Comfort Lake -Forest Lake Watershed District (CLFLWD) on planning and implementation of flood storage and other flood mitigation projects within Chisago County.	New / In-Progress High 2025-2030	CLFLWD in coord with CCEM and local jurisdictions	In 2024 the CLFLWD is started a process of performing a flood risk assessment within our borders in both southern Chisago County and northern Washington County. Funding for the multi-step assessment process is being applied for through the Board of Water & Soil Resources Water Quality and Storage Program and the Minnesota Pollution Control Agency's Local Climate Action Grant. The assessment will result in a prioritized list of flood hazard mitigation projects/strategies for implementation. The CLFLWD would like to work with each county, municipalities, and other partners to implement the identified flood mitigation strategies. The CLFLWD is looking into funding mechanisms for such activities, which may include FEMA HMA grant programs for which we may be eligible to apply for.	BWSR, MPCA, FEMA HMA grant funding, MN DNR FHA grant funding

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
26	Flooding / Dam Failure	Structure & Infrastructure Projects	WEIR REPAIR Repair 2 existing weirs within the Chisago County Lake Improvement District to reduce risk of failure.	New High 2025- 2030	CC Lakes Improvement District	There are 2 weirs within the Chisago County Lake Improvement District that are over 40 years old. These weirs serve as main prevention infrastructure to decrease the risk of area flooding during high rain events. During a recent structural inspection, it was determined that these weirs are going to need to be replaced if they cannot be repaired. Addressing maintenance of these weirs will be done by the Chisago County Lakes Improvement District.	Chisago County (Lakes Improvement District funding)
27	Drought	Education & Awareness Programs	DROUGHT OUTREACH & EDUCATION Provide outreach and education to residents to be aware of watering restrictions, water conservation tips, and fire safety during periods of severe drought.	Existing High 2025- 2030	CCEM, CC Env. Services	CCEM continues to provide public outreach and education during heightened drought periods using the county website and social media platforms. CC Env. Services” can also assist with water conservation education tips during periods of severe drought. CCEM encourages city and townships to promote drought awareness to residents at the local level.	Chisago County
28	Drought	Local Planning & Regulations	WATERING RESTRICTIONS Implement watering restrictions during periods of drought as per MN DNR guidance.	Existing High 2025- 2030	CCEM in coord with MN DNR and local jurisdictions	Chisago County and local jurisdictions will establish and enforce watering restrictions as per MN DNR guidelines during periods of severe drought.	County Funding, Local Gov'ts
29	Drought	Local Planning & Regulations	PRECIPITATION MONITORING Continue to participate in precipitation monitoring for Chisago County in order to help monitor drought conditions with the State of MN.	Existing High 2025- 2030	Chisago SWCD	The Chisago SWCD participates in the MNgage Minnesota Volunteer Precipitation Observing Program, which is administered by the DNR Minnesota State Climatology Office. Data collected by volunteers is entered into a database for various studies and weather prediction simulations, including the assessment of drought severity and impacts.	SWCD funding, MN DNR State Climatology Office

Section 6 – Plan Maintenance

6.1 Monitoring, Evaluation, and Updating the Plan

The Chisago County Hazard Mitigation Plan (HMP) should be considered a living document. The plan should be updated and approved by FEMA at a minimum of every five years. The guidance in this section will function as the primary tool when reviewing progress on the implementation of the Chisago County HMP.

The Chisago County emergency management director (EMD) is the individual responsible for leading all efforts to monitor, evaluate, and update the hazard mitigation plan within the five-year window. Throughout the five-year planning cycle, the Chisago County EMD will work with an emergency managers group to help monitor, review, evaluate, and update the HMP. The group will include township representatives and designated city emergency managers from the cities of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, Taylors Falls, and Wyoming, and include other city elected officials or staff as needed. Representatives from agencies or organizations that are involved with related mitigation work in the county as well as those that work with underserved communities or socially vulnerable populations will also be invited to participate in the group. The Chisago County EMD will conduct outreach to and communicate with the group on a quarterly basis on emergency management matters regarding severe weather awareness, local preparedness, mitigation, and response & recovery as needed. Additional stakeholders will be added based on need or in response to severe weather events.

If necessary, the Chisago County EMD will convene the group to meet on a more regular basis to monitor plan implementation progress and reassess needs and opportunities. This could be done in response to funding cycles of programs that provide resources for hazard mitigation activities. If there is a need for a special meeting due to new developments or a declared disaster occurring in the county, the group will meet to update pertinent mitigation strategies. Depending on Chisago County opportunities and fiscal resources, mitigation projects may be implemented independently by individual communities or through local partnerships.

The group will continue to review the HMP goals and objectives to determine their relevance to changing situations in Chisago County. In addition, state and federal policies will be reviewed to ensure they are addressing current and expected conditions. The group will also review the risk assessment portion of the plan to determine if this information should be updated or modified. The parties responsible for the various implementation actions will report on the status of their projects, and will include which implementation processes worked well, any difficulties encountered, how coordination efforts are proceeding, and which strategies should be revised.

Updates or modifications to the HMP during the five-year planning process will require a public notice and a meeting prior to submitting revisions to the individual jurisdictions for approval. The plan will be updated via written changes, submissions as the group deems appropriate and necessary, and as approved by county commissioners.

Throughout the five-year window of the plan, each respective county department and jurisdiction will be required to report on the status of mitigation actions in their charts to the Chisago County EMD so that progress notes may be maintained for the next plan update.

6.2 Implementation

Chisago County and its included municipalities share a common HMP and work together closely to develop, revise, and implement it. This HMP provides a comprehensive chart of mitigation actions for Chisago County and its jurisdictions (see Appendix H and Section 5.3). The cities of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, Taylors Falls, and Wyoming participated in the HMP planning process and identified the specific mitigation strategies that they would seek to implement in their communities during the five-year planning cycle. These mitigation actions are provided in Appendix H.

Several implementation tools are available to address hazards. The strategies to use will be part of an ongoing discussion as Chisago County looks for opportunities for plan implementation. The following tools will be considered:

Education: In many cases, education of residents has been identified as one of the most effective mitigation strategies.

Capital Investments: Capital investments such as fire and ambulance equipment, sprinkler systems, and dry hydrants are tools that can limit risks and impacts of natural and manmade hazards.

Data Collection and Needs Assessments: Data collection and needs assessments can aid in gaining a better understanding of threats and allow planning for mitigation strategies accordingly. As resources are limited for this part of the planning process, additional data collection is likely to be an ongoing activity as resources become available.

Coordination: Responsibilities for mitigation strategies run across various county departments, local fire and ambulance departments, city and township governments, and a host of state and federal agencies. Ongoing coordination is an important tool to ensure resources are used efficiently. Coordination can also avoid duplication of efforts or prevent gaps that are created because of unclear roles and responsibilities. The mitigation plan review process can function as a tool to have an ongoing discussion of roles, responsibilities, and opportunities for coordination.

Regional Cooperation: Counties and public safety services providers throughout the region often share similar challenges and concerns. In some cases, a regional approach may be warranted as a mitigation strategy in order to save resources. Mutual aid agreements are a tool already in use for a number of services. Needs assessments for fire and ambulance services and development of assistance for volunteer recruiting, training, and retention could benefit from a regional approach. Cooperation among counties could also help in lobbying for certain funding priorities that address concerns relating to challenges in service delivery in rural areas. Organizations such as FEMA Region 5 and the Minnesota Division of Homeland Security and Emergency Management (HSEM) through the Regional Program Director can offer tools and resources to assist in these cooperative efforts.

Regulation: Regulation is an important mitigation tool for Chisago County. Regulation plays a vital role in land use, access to structures, and the protection of water resources and public health.

6.3 Continued Public Involvement

Continued public involvement is critical to the successful implementation of the Hazard Mitigation Plan. The Chisago County Emergency Management Director and the emergency managers group will continue to engage new public stakeholders in planning discussions and project implementation during the five-year cycle of this plan.

The Chisago County HMP website provides opportunities for continued public involvement and feedback

To seek continued public participation after the plan has been approved and during the five-year window of implementation for this plan, Chisago County will take the following measures:

- The Chisago County HMP website link will be posted on the Chisago County Emergency Management website. The website provides a PDF of the plan for download and an interactive experience for the public to understand the planning process, where county-specific vulnerabilities lie, national best practices, as well as a chance to submit feedback. Collected feedback will be reviewed during the five-year plan cycle and will be noted for future update of the plan or addressed as necessary.
- Following any major storms or natural disasters, Chisago County Emergency Management will seek to gather concerns and new ideas for mitigation from local residents to include in the next update of the plan. This may be done through public meetings, outreach via social media, or news releases via local media.
- Each community participating in the plan will be responsible for keeping their local government, schools, and community members updated and engaged in the implementation of their respective mitigation action charts (see Appendix H or the Chisago County HMP website). Each respective jurisdiction will be required to report on the status of mitigation actions in their charts to the Chisago County EMD.
- Chisago County and its jurisdictions will use numerous means of public outreach to engage new public stakeholders in providing input on mitigation concerns, including those from underserved communities or socially vulnerable populations. Outreach methods may include presentations at city council or township board meetings, sharing information at special events, working with local schools and partner organizations, and posting information in areas that are used to communicate with the public (bulletin boards, websites, social media, and local media sources that communities use to inform and engage the public). As mitigation projects are implemented, jurisdictions will work to keep the public updated and engaged in those local efforts.

Appendices

Appendix A – References

Appendix B – Adopting Resolutions

Appendix C – Local Mitigation Survey Report

Appendix E – Past Mitigation Action Review Status Report

Appendix F – Planning Team Meetings

Appendix G – Public Outreach & Engagement Documentation

Appendix H – Mitigation Actions by Jurisdiction

Appendix A – References

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Appendix B – Adopting Resolutions

Appendix C – Local Mitigation Survey Report



Chisago County Local Mitigation Survey Report

Overview

As part of Chisago County's 2024 Hazard Mitigation Plan update, participating jurisdictions and county personnel were asked to fill out a Local Mitigation Survey (LMS) form. The purpose of the survey was to gather jurisdictionally-specific information needed to support update of the plan and to help inform development of local-level mitigation actions for the next five-year planning cycle.

Following is a list of the jurisdictions that participated in the survey.

LMS Forms

Chisago County	Yes
City of Center City	Yes
City of Chisago City	No
City of Harris	Yes
City of Lindstrom	No
City of North Branch	Yes
City of Rush City	Yes
City of Shafer	Yes
City of Stacy	No
City of Taylors Falls	Yes
City of Wyoming	Yes

The following LMS Survey Report includes a copy of each jurisdiction's completed survey.

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CHISAGO COUNTY

Point of Contact:

Name: Scott Sellman
Job Title: Director of Emergency Management & Homeland Security
Phone: (651) 213-6313
Email: scott.sellman@chisagcountymn.gov

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding	X	High	No Change
Winter Storms	X	Moderate	No Change
Tornadoes	X	Moderate	No Change
Windstorms	X	Moderate	No Change
Lightning		Low	No Change
Hail	X	Moderate	No Change
Extreme Cold	X	Moderate	No Change
Extreme Heat	X	Moderate	No Change
Drought	X	Moderate	Increased
Wildfire	X	Moderate	Increased
Landslides		Low	No Change
Dam/Levee Failure		Low	No Change

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

In the spring of 2022 and 2023 we saw an increase of severe weather with high winds and tornados.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
Flooding	We have cities and townships that are affected every spring with washouts and over road flooding. We have a couple Fire Departments within the county that assist with sand bagging when needed.
Flooding	There are 2 weirs within the Chisago County Lake Improvement District that are over 40 years old. These weirs serve as main prevention infrastructure to decrease the risk of area flooding during high rain events. During a recent structural inspection, it was determined that these weirs are going to need to be replaced if they cannot be repaired.
Ice Storms, Blizzards	There are overhead power lines throughout the county that are vulnerable to the impacts from ice storms and high winds.
Windstorms and Tornadoes	Very few mobile home parks within the county have adequate storm shelters. We need to continue to work with mobile home parks as well as campgrounds to have adequate storm shelters. This is a major concern with Emergency Management.
Extreme Cold	We don't have many "set" shelters for this type of event.
Wildfire	We have had some major wildfire events in the past years. Although our local fire departments and MN DNR teams do a good job in fighting these, we have a lot of rural areas and the Carlos Avery that have a lot of grasses and trees. We also have citizens that could be better prepared for this type of disaster.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

There is a new storm shelter being build in 2024 in the City of Lindstrom for a privately owned trailer park. I have also been told that there was some work done in the past few years with the trailer park in Shafer but have no updates on either.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

2022 and 2023 showed an increase of severe weather county wide.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

Chisago County Emergency Management utilizes the Chisago County website (main page, HS&EM, Sheriff's Office), Chisago County Sheriff's Office Facebook page, and local news media to communicate with residents, visitors, schools, and long-term care facilities on emergency preparedness, severe weather, and other hazard conditions throughout the year. Chisago County Homeland Security Emergency Management and Chisago County Public Health – Emergency Preparedness pages provide information and resource links for the public on emergency preparedness and natural disasters.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Chisago County maintains the CodeRED Emergency Notification System which allows residents and visitors to sign up ("opt-in") to receive severe weather alerts targeted to their location, along with other local emergency alerts. A link to sign up for the system is located on the Chisago County Emergency Management website page.

Our cities own and maintain their own weather warning sirens and these are activated through our ECC (Emergency Communications Center). We also do monthly tests on the sirens.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

All Hazards Emergency Operations Plan: Chisago County Emergency Management maintains an all-hazards Emergency Operations Plan (EOP) which lays out concepts and operating guidelines for all incident management and support functions that may be needed to ensure life safety, incident stabilization, and property preservation during an incident and the transition to recovery.

Mass Care Sheltering: In the event of a disaster where temporary sheltering is needed, Chisago County Emergency Management works in coordination with Chisago County Public Health, the American Red Cross, and local governments/Fire & EMS to provide mass care services as needed. The county EOP includes plans, procedures, and resources available for mass care sheltering.

Snow Removal & Ice Control: The Chisago County Highway Department conducts winter road maintenance on county roads in accordance with the Chisago County Snow Policy.

Shoreland Ordinance: Chisago County Shoreland Management Ordinance, adopted 10/05/1992 establishes allowable uses and development standards in shoreland areas designated within the county.

In addition to establishing setback requirements, the ordinance specifies that local shoreland controls must regulate placement of structures in relation to ordinary high water lake levels, bluffs, slopes, and other shoreland protection.

Floodplain Management Ordinance: Chisago County 2012 Floodplain Ordinance, adopted 03/21/2012 establishes the flood plain district and zoning regulations and conditional uses permitted within the floodway, flood fringe, and general floodplain districts. The Chisago County Environmental Services/Zoning Office maintains and enforces the floodplain management ordinance for the county. The ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59 -78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

Subdivision Ordinance: Chisago County Subdivision Ordinance No. 99-2, Amended May 1999 is established to regulate the subdividing of land in Chisago County.

Transportation Plan: The Chisago County Public Works - Highway Department maintains update of the county's 10-year transportation plan and schedules projects for implementation. The county's last transportation plan update was in 2013 and is currently being updated. The plan will be completed and adopted in early 2023. The main purposes of the Chisago County Transportation Plan are to help the county and other affected jurisdictions assess anticipated population growth over the next 20 years and provide recommendations that will help the county accommodate changing conditions. The county will use this plan as a tool to guide major transportation investments and transportation policy decisions.

Minnesota Buffer Law: The Chisago SWCD administers the state Buffer Law and provides technical assistance on buffer compliance by landowners. Buffers benefit bank stabilization and reduced erosion and sedimentation into ditches, streams, rivers, and lakes.

One-Watershed One Plan (1w1P): Chisago County participates in the Lower St. Croix Watershed 1W1P ten-year plan, approved 10/28/2020. The plan addresses regional watershed planning which include measures for flood mitigation.

EmPOWER Database (Vulnerable Populations): Minnesota Department of Health (MDH) and Health and Human Services (HHS) provides an updated monthly database list which is maintained by local Public Health of all vulnerable populations called EmPOWER. This Medicare enrollment-based database includes parent-child households, patients in long term care facilities, those receiving home health services, power-dependent devices, durable medical equipment, dialysis, oxygen services, hospice and palliative care, and residents with power-dependent devices such as electric wheelchairs, IV infusion pumps, oxygen concentrators and cardiac devices. These vulnerable populations can be identified and mapped during an emergency therefore mitigating risk by being able to reach the most vulnerable residents in our county.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Chisago County departments work together to accomplish mitigation goals through integrated policies and programs. Key departments include Chisago County Emergency Management, Chisago County

Sheriff's Office, Chisago County Public Works, Chisago County Environmental Services, Chisago County Public Health, Chisago County Administration, and Chisago Soil and Water Conservation District.

Chisago County Emergency Management works closely with city emergency managers within the county on emergency preparedness and response capabilities.

Chisago County Emergency Management works closely with the MN HSEM Region 6 regional program coordinator and neighboring county emergency managers on an annual basis for joint planning, training, and exercises.

Chisago County Emergency Management coordinates with local school districts as needed on related emergency planning and preparedness, including support for specific trainings, exercises, equipment, and relay of county-level emergency notifications.

Chisago County has a strong relationship with the Twin Cities/Chanhassen National Weather Service (NWS) Forecast Office, having access to all live and on-demand briefings, announcements, and educational opportunities, and contact information for direct collaboration as needed. The county also receives all products/statements issued by the NWS, and in turn shares or incorporates these into its community outreach and public education.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Emergency Notifications: Chisago County uses Code Red and has IPAWs capabilities to disseminate emergency notifications to residents and visitors.

Severe Weather Statements (Watch, Advisory, Warning, etc.): Chisago County Emergency Management works to relay all severe weather and extreme temperature statements received from the NWS to help alert residents and visitors to hazardous conditions.

NOAA Weather Radios: Chisago County Emergency Management promotes the use of NOAA Weather Radios by residents, businesses, schools, long term care facilities, government buildings, faith communities, and other places of common gathering.

National Weather Service – Severe Weather Awareness Weeks: Chisago County participates in the annual Winter Hazard Awareness Week and Severe Weather Awareness Week campaigns sponsored by MN HSEM and the NWS each November and April. Each week-long effort provides specific information each day covering the topics of severe weather winter weather, outdoor winter safety, indoor winter safety, and winter driving safety. Chisago County Emergency Management promotes and shares information during the week via social media which communities, schools, churches or other civic programs are encouraged to share locally.

Outdoor Warning Siren Testing: Outdoor warning sirens throughout the county are tested monthly by the Chisago County Sheriff's Office in coordination with local jurisdictions.

Skywarn Program: Chisago County Emergency Management works with the National Weather Service to offer Storm Spotter training on an annual basis to local fire and law enforcement departments and

area residents that wish to be trained as spotters. SkyWarn Storm Spotters help to keep their local communities safe by providing timely and accurate reports of severe weather to their local NWS office.

Vegetation Management: The Chisago County Public Works conducts vegetation management along county roads to reduce the risk of downed trees or branches resulting from severe spring and summer storm events. Local utility providers also work to manage vegetation near power lines to reduce the risk of downed lines and power outages.

Precipitation Monitoring: The Chisago SWCD participates in the MNGage Minnesota Volunteer Precipitation Observing Program, which is administered by the DNR Minnesota State Climatology Office. Data collected by volunteers is entered into a database for various studies and weather prediction simulations, including the assessment of drought severity and impacts.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

Chisago County would have to budget for mitigation projects unless there was an available grant.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Flooding – Have Chisago County work with the Comfort Lake-Forest Lake Watershed District on flood mitigation projects within areas the CLFLWD covers in southern Chisago County. The CLFLWD is currently in the process of performing a flood risk assessment within their borders and expects to have a prioritized list of flood hazard mitigation projects/strategies come out of it sometime in 2024. The CLFLWD would like to work with each county, municipalities, and other partners to implement these strategies. (Submitted by Emily Heinz, CLFLWD Planning Coordinator)

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

Not all of the Chisago County residents are signed up under code red. We also have many rural areas that are not covered under the weather warning sirens.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Scott Sellman, Chisago County Emergency Management Director
Jodi Budde, Emergency Coordinator, Chisago County Public Health

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF CENTER CITY

Point of Contact:

Name: Dana Miron
Job Title: City Clerk
Phone: 651-257-5284
Email: Cityclerk@centercitymn.us

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding	X	HIGH	INCREASED
Winter Storms			
Tornadoes	X	MODERATE	NO CHANGE
Windstorms	X	HIGH	NO CHANGE
Lightning	X	MODERATE	INCREASED
Hail	X	LOW	NO CHANGE
Extreme Cold			
Extreme Heat			
Drought	X	MODERATE	INCREASED
Wildfire			
Landslides	X	LOW	NO CHANGE
Dam/Levee Failure			

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

On May 5th, 2022 straight line winds caused many downed trees, downed power lines and damaged multiple roofs both commercial and residential. Also damaged several street lights that then needed replacement. Winds coming across the lake have nothing to slow them down, causing excessive damage.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
All Hazards	We need to obtain a portable generator for our City Hall and Fire Hall siren. We also have a large population of senior citizens that do not use cell phones to receive emergency notifications.
Flooding	We have a city lift station and a few man holes in sewer system that could flood during high rain events.
Ice Storms, Blizzards	Much of the city's municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches.
Windstorms and Tornadoes	We have experienced power outages from strong wind events that brought down power lines. No power to wells and lift stations.
Extreme Cold	In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold. The city has experienced damages to roads from spring frost heaves.
Lightning	Lightning has hit lift stations knocking out control panels.
Landslides	Landslides could be caused by heavy rain/flooding which could compromise homes and/or roadways on the ease shorelines of the lakes.
Drought	Drought could cause watering restrictions and possible supply issues to both businesses and residents.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

In April 2017 the City worked with the Department of Soil and Water Conservation on replacement of the culvert on Pioneer Lake. In 2019 the City raised a man hole cover near the Government Center. In October of 2022 the City replaced a well pump due to power outages.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

Nothing to report.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website and Facebook page. We also post information on the doors of City Hall. The city also has a public alert system that has the ability to call or text residents that have signed up for the alert. Unfortunately, not all residents have signed up for this voluntary public alert system.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Yes, we have a current public alert system that residents may sign up for phone or text messages. We annually post sign-up information on one of our quarterly newsletters. We can also add a place on the city website with a link to the county's sign-up page. We can also include information on emergency notification sign ups in our utility bills.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Our Fire Chief is the city's designated Emergency Manager. Our City Council includes a Public Safety Committee. We have a city engineer and a public works supervisor that address road maintenance issues for flooding (culverts, repetitive flooding). We have worked with the SWCD to address bank stabilization issues. We are a member of MnWARN.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis. Each spring and fall we

do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. Each spring and winter we do outreach to encourage residents to maintain their sump pumps to reduce the chances of basement flooding. The city has a program to manage vegetation near powerlines to reduce risk of power outages during storms. There is a program with the DNR called “adopt a drain” that is encouraged.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city primarily uses its own budget to address mitigation projects, such as replacement of culverts. We have also worked closely with the county highway engineer on local flood mitigation projects for roads and the county zoning department. The city has also worked with the SWCD to address erosion issues. We have worked with our rural electric cooperative in the past to convert overhead powerlines to underground.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Flooding - Work with the city and county engineer on local flood reduction measures.

Drought – Establish and enforce watering use restrictions when in periods of severe drought.

Severe Winter / Summer Storms – Post information on the city’s website and local bulletin boards to encourage residents to sign up for the county’s emergency notification system. Participate in the National Weather Service’s – Severe Weather Awareness Weeks.

Extreme Cold – Encourage residents to be prepared for periods of extreme cold and potential power outages. Use our city website and utility bills to notify residents to avoid freezing pipes during sub-zero weather. Work with the county and partner agencies to establish a warming center facility and program for those who are homeless and exposed to extreme cold.

Wildfire: Work with our fire department to address the need for water resources outside of the municipal water system.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

Not all our residents are signed up for the county's emergency notification system. We need to update our city's Comprehensive Plan to address considerations for future hazard events. We are small city with limited financial and staff resources to address local mitigation projects, in need of generators for city hall, fire hall and well #1.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Dana Miron, City Clerk

Jill Behnke, Mayor

Eric Garner, Public Works Supervisor

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF CHISAGO CITY

Point of Contact:

Name: John Pechman
Job Title: City Administrator
Phone: 651-257-4163
Email: jpechman@ci.chisago.mn.us

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding			
Winter Storms	X	Moderate	Deceased
Tornadoes	X	Moderate	Increased
Windstorms			
Lightning			
Hail			
Extreme Cold			
Extreme Heat			
Drought			
Wildfire	X	Moderate	increased
Landslides			
Dam/Levee Failure			

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

Damages in the last few years have included downed powerlines and trees blocking roadways, as well as some minor flooding due to collapsed culverts and severe weather events.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
All Hazards	We need to obtain a portable generator for our lift stations and city wells for use during large scale power outages. We also have a large population of senior citizens that do not use cell phones to receive emergency notifications.
Flooding	We need to replace several culverts to better handle high rain events.
Ice Storms, Blizzards	Much of the city's municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches.
Windstorms and Tornadoes	We have 1 mobile home park within the city that does not have a storm shelter and residents are vulnerable to high wind and tornado events. Our regional park is active during summer and fall months with tents and campers and the storm shelter does not have emergency power. We also have new annexation areas in the west end of the city that should have an outdoor warning siren installed. We have experienced power outages from strong wind events that brought down power lines.
Extreme Cold	We have a high population of senior citizens and also low-income residents who are more vulnerable during periods of extreme cold with power outages. The city has experienced damages to roads from spring frost heaves, frozen culverts that cause localized flooding.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

The city has completed construction of a new Fire Hall, with has emergency power generation and can function has a shelter and emergency meeting area. The city is also engaged with the city of Lindstrom on the construction of a new Police Department, which will include emergency management and redundant power and communication supplies.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

Between 2005 and 2023 we had a series of annexations that has increased the population of Chisago City by over 100% and the land mass by almost 800% to almost 15 square miles. With an increase in population and construction of more homes and commercial properties, we have also witnessed more

storm water discharging to our stormwater system. We feel this is due to more impermeable surface which has increased stormwater runoff and the amount of precipitation seems to have increased per rain event. The city also has a large assisted living facility, surrounded by a large concentration of senior residents in one location that will need assistance during a disaster event.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We utilize the county-wide CodeRed system. We post information on our city website and Facebook page. We also post information on bulletin boards at the at the Post Office. We also have a county newspaper. We make announcements at City Council meetings and post flyers on our community bulletin board outside of City Hall.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Yes. We have a place on the homepage of our city website with a link to the county's sign-up page. We include information on emergency notification in utility bills.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city contracts with the County for enforcement of the MN State Building Code and the City zoning Code has requirements for new development. We have a Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses. We have a Transportation Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding. The city works with our mobile home park on emergency evacuation and sheltering of residents.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Our Police Chief is the city's designated Emergency Manager. We have a city engineer and a public works director that address road maintenance issues for flooding (culverts, repetitive flooding). We work with Excel Energy, which is the utility that is responsible for mitigating against power outages. We have worked with the SWCD to address bank stabilization issues. We have worked with the Lakes Area Police Department to address upgrade of our outdoor warning siren. We are a member of MnWARN.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Our city and the Lakes Area Police Department work with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis. Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. Each spring and winter we do outreach to encourage residents to maintain their sump pumps to reduce the chances of basement flooding. Excel Energy has a program to manage vegetation near powerlines to reduce risk of power outages during storms.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city primarily uses its own budget to address mitigation projects, such as replacement of culverts. We have also worked closely with the county highway engineer on local flood mitigation projects for roads and the county zoning department when we updated our local floodplain ordinance. The city has also worked with the SWCD to address erosion issues. The city has not installed additional weather sirens recently, and some are needed in newly annexed areas.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Windstorms/Tornadoes - Upgrading the city's warning sirens, several of quite old and need to be replaced.

Flooding –Work with the city and county engineer on local flood reduction measures.

Drought –Enforce watering use restrictions when in periods of severe drought. Odd/Even sprinkling ban.

Severe Winter / Summer Storms – Continue to encourage residents to sign up for the county's emergency notification system (Code Red). Continue to participate in the National Weather Service's – Severe Weather Awareness Weeks.

Extreme Cold – Encourage residents to be prepared for periods of extreme cold and potential power outages. Use our city website and utility bills to notify residents to check their furnace and water heater

vents during sub-zero weather to prevent carbon monoxide deaths. Work with the local nursing home to be prepared with emergency plans for extended power outages.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

Not all our residents are signed up for the county's emergency notification system. Some of our residents are quite elderly, and do not use technology, so we need to work more closely with out seniors to ensure they get notified in case of severe weather events. We are small city with limited financial and staff resources to address local mitigation projects.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

John Pechman, City Administrator

Justin Lind, Public Works Director

Bill Schlumbohm, City Emergency Manager/Police Chief

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF HARRIS

Point of Contact:

Name: Randy Carlson
Job Title: Mayor
Phone: 612-770-6805
Email: mayor@harrismn.com

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding	X	High	Increased
Winter Storms		Moderate	No change
Tornadoes		Moderate	No change
Windstorms	X	High	Increased
Lightning		Low	No Change
Hail		Low	No Change
Extreme Cold		Low	No Change
Extreme Heat		Moderate	Increased
Drought	X	High	Increased
Wildfire	X	High	Increased
Landslides		Low	No change
Dam/Levee Failure		Low	No change

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

None noted.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
Flooding	The city has several culverts that are undersized and need to be upgraded. Firemen's Park is vulnerable to flooding during high water events and has damaged structures at the park.
Windstorms	The city doesn't have the equipment to remove downed vegetation on roadways after a high wind event. This causes delays in the ability of emergency services to dispatch and hampers utility workers from restoring services.
Drought and wildfires	The increase in the number of wildfires during the drought season has put a burden on the city's fire department, the department is working with older equipment that desperately needs updating to keep up with the demands of the increase and size of the wildfires.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

The city of Harris Public Works department has invested more time and resources to vegetation management and clearing drainage ditches to reduce the issues of flooding and downed trees on roads during windstorms. We do not currently have resources to replace the undersized culverts.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

No increases in vulnerability to report.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website and Facebook page. The city website has a mailing list that residents can sign up to be notified of events in the city.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

The city website has a mailing list that residents can sign up to be notified of events in the city.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

None at this time

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

None at this time.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city primarily uses its own budget to address mitigation projects, such as replacement of culverts.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Drought and Wildfires – Work with Public works and the fire department to identify high risks areas, work on reducing identified risk and increase access to areas of concern.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

We are small city with limited financial and staff resources to address local mitigation projects. Both Public works and the fire department have requested needed equipment to mitigate the risk but at this time the city has not been able to provide the needed funding.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Randy Carlson, Mayor

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF LINDSTROM

Point of Contact:

Name: Dan Undem
Job Title: City Administrator
Phone: 651-257-062
Email: dundem@cityoflindstrom.us

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding			
Winter Storms	X	moderate	decreased
Tornadoes	X	moderate	increased
Windstorms			
Lightning			
Hail			
Extreme Cold			
Extreme Heat			
Drought			
Wildfire	X	moderate	increased
Landslides			
Dam/Levee Failure			

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

Wind storms that block roadways have been cleared by Public Works staffing using hand equipment and heavy equipment (Bobcats, Loaders, etc.)

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
	Nothing noted.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

The city installed 4 natural gas backup generators at City Hall/ LAPD, Well House, Public Works Shop, Sewer Lift Station in 2023. All critical public safety buildings now have backup generator power capability.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

Some of our more recent developments include a new apartment complex located on Olinda Trail, increasing population and density, as well as a senior housing complex with a memory unit, which provides challenges to evacuation and medical assistance in the case of severe weather events and damage.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website and Facebook page. We also post information on bulletin boards at the City Hall and at the Post Office. We also have our own County newspaper.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Yes. We have a place on the homepage of our city website with a link to the county's sign-up page for CodeRed.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city contracts with the County for enforcement of the MN State Building Code and the City zoning Code has requirements for new development. We have a Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses. We have a 5-year Transportation Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding. The city works with our 2 mobile home parks on emergency evacuation and sheltering of residents.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Our Police Chief is the city's designated Emergency Manager. We have a city engineer and a public works director that address road maintenance issues for flooding (culverts, repetitive flooding). We work with Excel Energy, which is the utility that is responsible for mitigating against power outages. We have worked with the SWCD to address bank stabilization issues. We have worked with the Lakes Area Police Department to address upgrade of our outdoor warning siren. We are a member of MnWARN.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Our city and the Lakes Area Police Department work with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis. Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. Each spring and winter we do outreach to encourage residents to maintain their sump pumps to reduce the chances of basement flooding. Excel Energy has a program to manage vegetation near powerlines to reduce risk of power outages during storms.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city primarily uses its own budget to address mitigation projects, such as replacement of culverts. We have also worked closely with the county highway engineer on local flood mitigation projects for roads and the county zoning department when we updated our local floodplain ordinance. The city has also worked with the SWCD to address erosion issues. In 2022 the city allocated funding to replace the warning siren near the High School. We have worked with Excel Energy in the past to convert overhead powerlines to underground.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Windstorms/Tornadoes - Upgrading the city's warning sirens, several of quite old and need to be replaced.

Flooding –Work with the city and county engineer on local flood reduction measures.

Drought –Enforce watering use restrictions when in periods of severe drought. Odd/Even sprinkling ban.

Severe Winter / Summer Storms – Continue to encourage residents to sign up for the county's emergency notification system (Code Red). Continue to participate in the National Weather Service's – Severe Weather Awareness Weeks.

Extreme Cold – Encourage residents to be prepared for periods of extreme cold and potential power outages. Use our city website and utility bills to notify residents to check their furnace and water heater vents during sub-zero weather to prevent carbon monoxide deaths. Work with the local nursing home to be prepared with emergency plans for extended power outages.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

Not all our residents are signed up for the county's emergency notification system. We are small city with limited financial and staff resources to address local mitigation projects.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Dan Undem, City Administrator
Missy Glenna, Assistant City Administrator
Matt Fraley, Public Works Director
Bill Schlumbohm, City Emergency Manager/Police Chief
Scott Sellman, Fire Chief

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF NORTH BRANCH

Point of Contact:

Name: Dan Meyer
Job Title: Police Chief
Phone: 651-277-5237
Email: danm@ci.north-branch.mn.us

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding		LOW	INCREASED
Winter Storms	X	MODERATE	NO CHANGE
Tornadoes	X	HIGH	NO CHANGE
Windstorms	X	HIGH	NO CHANGE
Lightning	X	HIGH	NO CHANGE
Hail	X	HIGH	INCREASED
Extreme Cold	X	MODERATE	NO CHANGE
Extreme Heat		LOW	NO CHANGE
Drought	X	MODERATE	NO CHANGE
Wildfire	X	HIGH	NO CHANGE
Landslides		LOW	NO CHANGE
Dam/Levee Failure		LOW	NO CHANGE

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

We have had high wind events that have damaged trees and powerlines, resulting in power outages and tree damage to vehicles and homes. We have also had major rain events that have caused street flooding and damage to culverts.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
All Hazards	We need to obtain a generator for our Fire Station that serves as our local shelter if people are displaced from a severe storm event or extended power outages. We also have a large population of senior citizens that do not use cell phones to receive emergency notifications.
Flooding	We have undersized or lack of adequate stormwater infrastructure to better handle rain events on Birch St.
Ice Storms, Blizzards	Much of the city's primary municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches.
Windstorms and Tornadoes	We also have developments in the east, southwest and northeast portions of the city that should have an outdoor warning siren installed. We have experienced power outages from strong wind events that brought down power lines.
Extreme Cold	We have a high population of senior citizens and also low-income residents who are more vulnerable during periods of extreme cold with power outages. In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold. The city has experienced damages to roads from frozen culverts that cause localized flooding.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

In 2023, the city replaced an existing failed culvert with an oversized pipe to address flooding issues in the community. The city has also purchased a permanent generator to as a power back up for City Hall. The City also purchased two (2) additional civil defense sirens for the central and west portions of the city.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

Between 2019 and 2023 there have been 426 new single-family homes and 284 multi-family units constructed in the city, which has increased our population and potential for damage to new structures. Many of those homes were built as slab-on-grade, so residents do not have a basement for

safety during high wind or tornado events. With an increase in population and construction of more homes and commercial properties, we have also witnessed more storm water discharging to our stormwater system. We feel this is due to more impermeable surface which has increased stormwater runoff and the amount of precipitation seems to have increased per rain event. With the construction of a new assisted living facility, there is also a large concentration of senior residents in one location that will need assistance during a disaster event.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website and Facebook page. We also post information on the cable access channel and community reader board.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Yes, we utilize CodeRed for emergency notifications. We have a place on the homepage of our city website with a link to the city's sign-up page.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city's community development and building departments enforce the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses. We have a 10-year Capital Improvement Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding. The city works with 1 of our mobile home parks on emergency evacuation and sheltering of residents.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Our Police Chief is the city's designated Emergency Manager. The City has a Public Safety Committee. We have a city engineer and a public works director that address road maintenance issues for flooding (culverts, repetitive flooding). We have our own municipal utility that is responsible for mitigating against sewer and water concerns. We have worked with the SWCD to address bank stabilization issues.

We have worked with the county emergency manager to address upgrade of our outdoor warning siren. We are a member of MnWARN.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis. Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. The city has a program to manage vegetation near right-of-way and utility corridors to reduce risk of outages during storms.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city has also worked with the SWCD to address erosion issues and obtained granted funding in partnership with the SWCD for stormwater improvements. The city obtained State Public Safety funding to purchase 2 civil defense sirens and to purchase turnout gear and radios for the Fire Department.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Windstorms/Tornadoes – The City is adding 2 additional civil defense sirens in summer 2024 to fill existing gaps in the coverage area. There is still a need to obtain additional civil defense sirens to provide coverage of entire city to provide notification to all residents.

Flooding – Continue monitoring and enforcement of the city's floodplain ordinance. Implement best management practices for new storm sewer upgrades as construction projects and in new developments.

Drought – Enforce watering use restrictions when in periods of severe drought.

Severe Winter / Summer Storms – Post information on the city's website, reader boards and new resident information packets to encourage residents to sign up for the county's emergency notification system. Participate in the National Weather Service's – Severe Weather Awareness Weeks. Acquire a portable generator for our Fire Department.

Extreme Cold –Work with the county to identify solutions.

Wildfire – Work with our fire department to address the need for water resources outside of the municipal water system.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

We are small city with limited financial and staff resources to address local mitigation projects.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Jason Ziemer, Interim City Administrator
Dan Meyer, Police Chief
Pat Heinen, Fire Chief
Wayne Blodgett, Deputy Chief
Shawn Williams, Public Works Director
Rich Meyer, Building Official
Nate Sondrol, GIS/Parks Director

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF RUSH CITY

Point of Contact:

Name: Amy Jo Mell
Job Title: City Administrator
Phone: 320-358-4743
Email: amell@ci.rush-city.mn.us

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding		Moderate	Increased
Winter Storms		Moderate	Decreased
Tornadoes	X	Moderate	No change
Windstorms	X	High	Increased
Lightning		Low	No change
Hail	X	High	Increased
Extreme Cold		Moderate	Increased
Extreme Heat		Moderate	No change
Drought	X	High	Increased
Wildfire	X	High	Increased
Landslides		Low	No change
Dam/Levee Failure		Low	No change

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

Summer 2023, we had multiple wind and hail events, also flooding at St. Croix River.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
Windstorms and Tornadoes	We have 1 mobile home park within the city that has a small storm shelter that they have turned into an office. It is not adequate for the residents of the park. We have a new development on the west side of the freeway, a new development on the northeast side of the city, and a new senior living facility on the south side of the city that could have outdoor warning sirens installed.
Flooding	We need to upsize several culverts to better handle high rain events. We have a house along the St. Croix River that is prone to flooding in the spring.
Extreme Cold	We have a high population of senior citizens and also low-income residents who are more vulnerable during periods of extreme cold with power outages. In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

Every spring, the Fire Department burns low swamp land to reduce the threat of wildfires near residential areas. Our city is currently working with our engineering firm to plan for stormwater system improvements for the city. We have permanent backup generators at the water treatment plant and the main lift station, in case of power outages. We also have a portable generator that can be moved to other lift stations in the event of a power outage.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

One of our large industrial businesses has rehabilitated a vacant medical clinic into a boarding/lodging facility for employees. The building does not have a storm shelter and it houses people that do not speak English as their first language. Our senior housing population has also increased, with the construction of an assisted living/memory care facility within the last 4 years.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website and Facebook page. We have a city newsletter that is mailed to everyone with a 55069 zip code on a quarterly basis. There is a weekly newspaper that covers our community. Our county participates in the Code Red system that can notify participants in the event of an emergency. We make announcements at City Council meetings and post flyers on our community bulletin board outside of City Hall. We have sandwich boards that could be used for bulletin boards to disseminate information in the event of a natural disaster.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Yes. We encourage residents to sign up for the County's Code Red system in our city newsletter at least once a year. We can also put a link to Code Red on our city website.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We contract with the Chisago County Department of Environmental Services and Zoning for building inspections. We have a 20-year Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Our Fire Chief is the city's designated Emergency Manager. Our City Council includes a Public Safety Committee. We have a city engineer and a public works director that address road maintenance issues for flooding (culverts, repetitive flooding). We are a member of MnWARN.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Every spring, our Fire Department burns lowland areas containing grassy fields to reduce the fire risk for high density areas. Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis. Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. The power company clears vegetation near powerlines to reduce the risk of power outages during storms. Chisago County and MnDOT have been mitigating the brushy fuels near roads for traffic line of site.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The City has worked with the SWCD to install rain gardens in residential developments. We have worked with East Central Energy to convert overhead powerlines to underground along county roads and city streets. The utility companies also hire contractors to clear vegetation below power lines.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Windstorms/tornadoes: We've overhauled our warning siren in the last year to make sure that it is in proper working condition. We've discussed adding additional warning sirens in new developments in the community. The manufactured home community needs a larger storm shelter for the residents of the community. Our Public Works Department has a portable generator to use in times of power outages due to storms, and we have generators at our main lift station and water treatment plant.

Flooding: Rush City worked with the MNDNR to enroll in the NFIP about 15 years ago, so residents are now able to purchase flood insurance in our community. The Fire Department rebuilt their 3 portable pumps (850 gpm) within the last year to keep them in proper working condition. We work with the city and county engineer on local flood reduction measures. We have been inspecting sump pumps to make sure the discharge lines are installed properly. Our Fire Department has roughly 7,000 sandbags on hand to deploy in the event of flooding emergencies.

Drought: The city will consider implementing water use restrictions when there are periods of drought.

Severe Storms: The city posts information on the city's website, quarterly newsletter, and local bulletin boards to encourage residents to sign up for the county's emergency notification system. The city participates in the National Weather Service's – Severe Weather Awareness Weeks.

Wildfires: Through our Fire Prevention Week activities, we increase public awareness of creating defensible space in high vegetative areas. Our fire department has portable pumps to assist with fighting fires outside of the municipal water system. The fire department purchased a turret (deck monitor) to extinguish fires near roads. We have backpack pumps to help extinguish wildfires in remote areas.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

We are a small city with limited financial and staff resources to address local mitigation. We would like financial assistance to purchase additional warning sirens, purchasing literature to disseminate at community events, and install storm shelters in areas without basements.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Bob Carlson, Fire Chief

Amy Jo Mell, City Administrator

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF SHAFER

Point of Contact:

Name: Valerie Fox
Job Title: City Clerk
Phone: 651-257-4726 ext 0
Email: cityhall@shafermn.com

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding			
Winter Storms	X	Moderate	No change
Tornadoes	X	High	No change
Windstorms	X	High	No change
Lightning	X	Moderate	No change
Hail	X	Moderate	No change
Extreme Cold		Low	No change
Extreme Heat		Low	No change
Drought			
Wildfire			
Landslides			
Dam/Levee Failure			

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

No events.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
All-Hazards	We need to obtain a portable generator for our water and sewer system.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

Nothing to report.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

We have had development project of 60 new homes.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Our city does not do this but would be in favor of attaching it to our city's website.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city contracts with the county to enforce codes. Shafer has a comp plan that we review/update annually.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

We do have a local emergency plan in place.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

N/A – nothing at this time.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city uses its own budget to address mitigation projects.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

The city would like to obtain a portable generator (all-hazards mitigation).

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

We have no portable generator in place and no notification for emergency.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Dan Cooper, Public Works Director
Valerie Fox, City Clerk

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF STACY

Point of Contact:

Name: TJ Potrament
Job Title: Fire Chief
Phone: 651-717-8407
Email: stacylentfire@gmail.com

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding			
Winter Storms			
Tornadoes	X	Moderate	No change
Windstorms	X	Moderate	No change
Lightning	X	Moderate	No change
Hail	X	Moderate	No change
Extreme Cold	X	Moderate	No change
Extreme Heat	X	Moderate	No change
Drought			
Wildfire	X	High	Increased
Landslides			
Dam/Levee Failure			

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

None

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
All Hazards	Equipment to provide an infrastructure if needed.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

Nothing

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

Wildfires are a big concern, there has been some burn off of brush but for the most part there is a heavy fire load out there.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

Just social media Facebook

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

No

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

None

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

None

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

None

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

None

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

None

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

Not sure of any

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

TJ Potrament Fire Chief

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF TAYLORS FALLS

Point of Contact:

Name: Jake Vodenka-Reed
Job Title: Fire Chief
Phone: 763-310-5417
Email: Chief@TaylorsFalls.org

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding	x	Moderate	No change
Winter Storms	x	High	No change
Tornadoes			
Windstorms	x	High	No change
Lightning	x	Moderate	No change
Hail			
Extreme Cold	x	Moderate	No change
Extreme Heat			
Drought			
Wildfire	x	Low	Increased
Landslides			
Dam/Levee Failure	x	Low	No change

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

None.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
All Hazards	We need to obtain an automatic generator for our City Hall and Fire Station that serves as our local shelter if people are displaced from a severe storm event or extended power outage. This is also needed to get fire apparatus out of the station in a timely manner during power outages.
Ice Storms, Blizzards	Much of the city's municipal electrical service consists of overhead power lines and electrical poles. Those overhead lines and power poles are prone to failure in ice storms and blizzards with heavy snowfall and high winds that may bring down trees and branches. Much of our main roads in the community are on steep grades. Vehicles often slide down the hills uncontrollably causing accidents, damage to property and injuries.
Windstorms	High winds that may bring down trees and branches. Windstorms have caused significant damage to structures.
Flooding, Dam/Levee Failure	We have homes along the St Croix River that have experienced repetitive flooding. Also we have a hydroelectric dam on the river. In the event of dam or levee failure homes and businesses would be flooded.
Extreme Cold	We have a high population of senior citizens and also low-income residents who are more vulnerable during periods of extreme cold with power outages. In the past we have experienced frozen water services and some residential homes experienced burst pipes from extended extreme cold. The city has experienced damages to roads from spring frost heaves, frozen culverts that cause localized flooding.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

Nothing to report.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

With the construction of a new assisted living facility, there is also a large concentration of senior residents in one location that will need assistance during a disaster event. Wildfire is on the increase this year with the current drou.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

No answer provided.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

No answer provided.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

No answer provided.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

Our Fire Chief is the city's designated Emergency Manager. The Fire Chief also works closely with the County Emergency Manager. We have a city engineer and a public works director that address road maintenance issues for flooding (culverts, repetitive flooding). We have plans in place to start work with the county emergency manager to address upgrade of our outdoor warning siren.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Our Fire Department works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week and fire prevention week by posting severe weather awareness information out on our Facebook page. Our local school practices tornado drills on an annual basis.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

No answer provided.

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Windstorms/Tornadoes - Upgrade the city's warning siren, it is outdated and has not been expanded due to growth.

Drought – Establish and enforce watering use restrictions when in periods of severe drought. Post information on the city's website and local bulletin boards to encourage residents not to open burn during severe drought.

Severe Winter / Summer Storms – Post information on the city's website and local bulletin boards to encourage residents to sign up for the county's emergency notification system. Participate in the National Weather Service's – Severe Weather Awareness Weeks. Acquire an automatic generator for our city hall and fire station, which is our designated community mass care shelter. Develop a plan to keep main roads clear and passable during winter storms so public and fire apparatus can navigate safely.

Extreme Cold – Encourage residents to be prepared for periods of extreme cold and potential power outages. Use our city website and utility bills to notify residents to avoid freezing pipes during sub-zero weather. Work with the local nursing home to be prepared with emergency plans for extended power outages.

Wildfire: Work to increase public awareness of creating defensible space in woodland areas that are experiencing new development. Work with our fire department to address the need for water resources outside of the municipal water system.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

No answer provided.

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Jake Vodenka-Reed, Fire Chief

Chisago County

LOCAL MITIGATION SURVEY

Please fill out the Point of Contact information and Parts A, B, C, and D of this survey. Please be as specific as in your responses with information as it relates to your jurisdiction. It is strongly recommended to include government officials and staff to help provide detailed feedback.

Name of Jurisdiction: CITY OF WYOMING

Point of Contact:

Name: Robb Linwood
Job Title: City Administrator
Phone: 651-462-0575
Email: rlinwood@wyomingmn.org

PART A: HAZARD IDENTIFICATION, RISK ASSESSMENT & VULNERABILITY ANALYSIS

1. HAZARD IDENTIFICATION

In the chart below, please identify the natural hazards that pose the greatest risk to your community. Consider past damaging events, likelihood of future events, and impacts to community assets. Rank the prioritization of hazards as high, moderate, or low. Only put an "X" next to those hazards that are of moderate to high priority. These will be addressed with localized mitigation actions.

Natural Hazard	Use an "X" to select the hazards that pose the greatest risk to your jurisdiction.	Please indicate if the hazard is of high, moderate, or low priority.	Do feel that this hazard has increased, decreased, or had no change?
Flooding			
Winter Storms	x	Moderate	No change
Tornadoes	x	High	No change
Windstorms	x	High	Increase
Lightning	x	High	No Change
Hail	x	Moderate	No Change
Extreme Cold	X	Moderate	No Change
Extreme Heat	X	High	Increased
Drought	X	High	Increased
Wildfire	X	High	Increased
Landslides			
Dam/Levee Failure			

2. RECENT HAZARD EVENTS

Please describe any severe weather or disaster events that have occurred over roughly the last 5 years that caused damages in your community or resulted in a disaster declaration.

No recent disaster declarations. We have had downed trees from straight line winds and flooding from rain events in 2019. We have had some spring flooding on streets due to catch basins freezing etc.

3. LOCAL VULNERABILITIES

Use the chart below to identify what specific community assets are vulnerable to damages or loss from the hazards that pose risk to your community.

Natural Hazard (please list)	Vulnerability Assessment Describe <u>specific</u> community assets (infrastructure, systems, or populations) that are susceptible to damage or loss from hazard events.
Flooding	Areas where we can have some flooding during rain events include Fireside Parks and 250 th and Hwy. 61. Most lift stations do not have bollards for protection. Lift Station #8 Kettle River no crash protection
Severe Winter / Summer Storms	We have some areas of the community that still have above ground power. Above ground power lines can fail from a range of severe weather events.
Extreme Cold	Frost can wreak havoc on gravel roads in spring.
Wildfire	Carlos Avery State Wildlife Management Area is a large area that can be affected by wildfire. We also have oak wilt and Emerald Ash Borer affecting large amounts of trees.

4. REDUCTION IN VULNERABILITY

Please describe any actions your community has taken to reduce vulnerability against future severe weather or disaster events. This can include examples of any work that has been completed or is currently underway.

The city completes a street project annually where we work to improve storm sewer, catch basins and overall drainage in the projects.

5. INCREASE IN VULNERABILITY

Please describe any current conditions or changes you feel have increased your community's vulnerability to future severe weather or disaster events. Please include any factors such as recent population growth or new development.

We have approximately 60 new construction homes that have been built since 2017 that are slab on grade homes and many are 55+ on age bracket.

PART B: LOCAL MITIGATION CAPABILITIES ASSESSMENT

1. PUBLIC OUTREACH

Please describe what capabilities you have in place to communicate with those in your community to share information about severe weather events and personal preparedness. Please include any considerations for underserved communities or socially vulnerable populations within your jurisdiction.

We post information on our city website and Facebook Page. We also utilize a quarterly city newsletter.

2. EMERGENCY NOTIFICATION SYSTEM

Do you encourage residents in your community to sign up for the county's emergency notification system and/or a local emergency alert system? If yes, how? If not, is this something you would do?

Yes. We have a place on the homepage of our city website with a link to the county's sign-up page.

3. LOCAL PLANS & POLICIES

Please describe any local plans, authorities or policies in place that help to reduce risk from natural hazards in your community. Please make note of enforcement of existing building codes and land use and development ordinances or regulations as they apply to your community. Please also note if your community has any plans or policies in place related to resilience and adaptation for climate change.

The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses. We have a 10-year Transportation Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding.

4. STAFF & PARTNERSHIPS

Please describe what staff or other partnerships are in place to help accomplish mitigation in your community. This can include specific department staff or outside agencies that have a role with mitigation-related planning or projects.

The City utilized Chisago County emergency management director and resources. We have a city engineer and a public works director that address road maintenance issues for flooding (culverts, repetitive flooding). We are a member of MNWARN.

5. PROGRAMS IN PLACE

Describe any programs in place that to help reduce risk from natural hazards in your community.

Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis. Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. The city has a program to manage vegetation near powerlines to reduce risk of power outages during storms.

6. FUNDING & OTHER RESOURCES

Please describe what sorts of funding or other resources are available to help accomplish mitigation in your community. Please make note of any work with outside organizations or agencies or municipal/rural electrical coop providers.

The city primarily uses its own budget to address mitigation projects, such as replacement of culverts. We have also worked closely with the county highway engineer on local flood mitigation projects for roads and recently update our local floodplain ordinance. We perform annual inspection and maintenance on Sirens

PART C: LOCAL MITIGATION PROJECTS

1. LOCAL MITIGATION PROJECTS

Please describe what mitigation actions would help to reduce risk to your community from future hazard events. Please consider mitigation activities that address local vulnerabilities; limit risk to existing

structures or new development; and also any actions that benefit underserved communities or socially vulnerable populations in your community. Please be as specific as possible in your responses.

Drought – We will and have established and enforced watering use restrictions when in periods of severe drought. In 2023 we did enact a watering ban in the city.

Severe Winter / Summer Storms – Post information on the city’s website and local bulletin boards to encourage residents to sign up for the county’s emergency notification system. Participate in the National Weather Service’s – Severe Weather Awareness Weeks.

Extreme Cold – Encourage residents to be prepared for periods of extreme cold and potential power outages. Use our city website and utility bills to notify residents to avoid freezing pipes during sub-zero weather. Work with the local senior housing to be prepared with emergency plans for extended power outages. Work with the county and partner agencies to establish a warming center facility and program for those who are homeless and exposed to extreme cold.

Wildfire: Work to increase public awareness of red flag warnings, burning restrictions, work with partners within the county and DNR to be prepared in case of fires in the large grassland complexes in Carlos Avery.

2. GAPS OR DEFICIENCIES

Please describe any specific gaps or deficiencies that are a barrier to implementing local mitigation measures.

- We have a large amount of Pole Building construction in our industrial park. We are small city with limited financial and staff resources to address local mitigation projects. Continue to work with the DNR on Emerald Ash Borer grants to remove problematic and dead trees in community.
- All Safe Global Cylinder is a local company located at 26542 Fallbrook Ln that we have had fire calls and incidents with. The state Fire Marshall and MPCA review their operations. If there was an event at this facility it could be impactful to surrounding property owners.
- Lakes Gas Propane Tank – We have a 40,000 Gallon propane tank located 26777 Fallbrook Ave

PART D: SURVEY PARTICIPANTS

Please list the names & titles of all persons that contributed information to this survey.

Robb Linwood, City Administrator
Fred Weck, Zoning Administrator/Building Official
Neil Bauer, Public Safety Director/Police Chief
Jesse Milligan, Fire Chief
Grant MacFarlane, Assistant City Administrator
Mark Erichson, City Engineer
Steve Reeves, Public Works Superintendent

Appendix D – Plans & Programs in Place

Chisago County

HMP Plans & Programs in Place Form

EMERGENCY PLANNING CAPABILITIES	Yes/No	Comments
Emergency Mass Notification System	Yes	CodeRED
Outdoor Warning Sirens (#'s and location)	Yes	Rush City- 1 Nessel Twp- 3 Harris-1 North Branch- 6 Stacy- 2 Wyoming- 7 Chisago City- 4 Lindstrom-3 Center City-2 Shafer-1 Taylors Falls-1
Emergency Operations Plan (EOP)		County EOP is updated annually
Mass Care Sheltering Plan / List of Shelter Facilities	Yes	Addressed in EOP and in coordination with local jurisdictions
Tornado Safe Rooms / Storm Shelters	No	Addressed in coordination with schools & local jurisdictions with local vulnerabilities
NWS Weather Ready Nation / StormReady Certification	Yes	Chisago County Emergency Management is a designated WRN Ambassador
Coordination with Schools	Yes	Tornado Drills, other trainings
Coordination with Neighboring County/Tribal Jurisdictions	Yes	Annual regional planning and training; statewide AMEM conference
Coordination with Local / Regional Agencies involved in mitigation	Yes	SWCD, MN DNR, MnDOT, Rural and Municipal Electric Cooperatives, Watershed Districts
Coordination with organizations or agencies addressing disaster related issues and vulnerable populations, emergency preparedness, access and functional needs populations	Yes	Public Health, American Red Cross, Salvation Army

Hazard data and information	Yes	Damage information is kept on file from past storm events and disaster declarations
<i>Other (please describe)</i>		PH has preparedness plans in place

PLANNING & REGULATORY CAPABILITIES	Yes/No	Comments
Comprehensive/Land Use Plan	Yes	Chisago County Comprehensive Plan, approved 09/20/2017
Capital Improvements Plan	Yes	Chisago County 2014-2018 Capital Improvement Plan, adopted 01/15/2014
Economic Development Plan	No	
Climate Adaptation Plan	No	
Continuity of Operations Plan (COOP)	Yes	Under Chisago County Emergency Management & Homeland Security
Transportation Plan (Roads, Bridges, Culverts, Ditches)	Yes	Chisago County 2013 Transportation Plan Update
Stormwater Management Plan / Drainage Plan	Yes	Chisago County Public Works – Highway Dept. Drainage Law & Resources. Chisago County Comprehensive Plan addresses Erosion Control for surface water runoff.
Burning Permits/Restrictions (Sheriff's Office or MN DNR)	Yes	MN DNR
Comprehensive Local Water Management Plan	Yes	Lower St. Croix Comprehensive Watershed Management Plan and Chisago County Local Priorities Appendix, approved 11/18/2020.

Watershed Plan (One Watershed, One Plan)	Yes	Chisago County participates in the Lower St. Croix Watershed 1W1P ten-year plan, approved 10/28/2020
Wellhead Protection Plan		Municipal level plans are done in coordination with MDH
Forest Management Plan	No	
Community Wildfire Protection Plan (CWPP)	No	
Participation in MN DNR Firewise Program	No	Note: Chisago County Emergency Management has worked with the MN DNR on our blue emergency address signs, which supports fire response to properties.
Database of Dry Hydrants/Well Access	No	
Other (please describe)	Yes	Chisago County Lake Improvement District activities are guided by the 2022 Water Resource Management Plan

LOCAL POLICY / PROGRAM CAPABILITIES	Yes/No	Comments
Land Use, Planning, & Zoning Ordinance	Yes	Chisago County Zoning Ordinance, Adopted 12/30/2008
Subdivision Ordinance	Yes	Chisago County Subdivision Ordinance No. 99-2, Amended May 1999

Building Codes	No	Permits are required by Chisago County for building, construction, and demolition. Contractors performing work within townships are required to have a State license from the MN Dept. of Labor and Industry and follow state standards.
National Flood Insurance Program (NFIP)	Yes	Chisago County NFIP entry date 04/18/83
Flood insurance rate maps	Yes	Current effective map date 04/17/2012
Floodplain Ordinance	Yes	Chisago County 2012 Floodplain Ordinance, Adopted 03/21/2012
Shoreland Ordinance	Yes	Chisago County Shoreland Management Ordinance, adopted 10/05/1992
Minnesota Buffer Law / Soil Erosion Ordinance	Yes	Chisago SWCD oversees Buffer Compliance Monitoring Plan for the State Buffer Program
Home Buyouts for flood or erosion mitigation	No	
Other natural hazard specific ordinance (i.e., stormwater, steep slope, wildfire)	No	
Maintenance programs to reduce risk		Highway Dept. ROW maintenance and drainage systems
<i>Other (please describe)</i>	Yes	Chisago County Public Works/Highway Dept. enforces the Minnesota Drainage Law (Ditch Buffer Law)

ADMINISTRATIVE/TECHNICAL CAPABILITIES	Yes/No	Comments
Emergency Management Director	Yes	Chisago County Emergency Management & Homeland Security Director

Sheriff/Police Department	Yes	Chisago County Sheriff
Floodplain Administrator	Yes	Chisago County Environmental Services/Zoning & Parks Director
Chief Building Official	Yes	Chisago County Environmental Services/Zoning & Parks Director
County Engineer	Yes	Chisago County Public Works Director
Mapping Specialist (GIS)	Yes	Enterprise Services (GIS, IT, Facility Services) Director
Public Health Coordinator/Department	Yes	Chisago County Public Health Dept. Director
Planning Commission	Yes	Chisago County Planning Commission is an 8 member board appointed by the County Board of Commissioners
Soil and Water Conservation District	Yes	Chisago SWCD and USDA NRCS
Minnesota Department of Natural Resources	Yes	
Mitigation Planning Committee		2023 HMP Update Planning Team
Mutual Aid Agreements	Yes	Regional
<i>Other (please describe)</i>	Yes	Chisago County Wetland Specialist/Public Ditch Inspector Chisago County HRA-EDA (Housing and Redevelopment Authority – Economic Development Authority)

EDUCATION & OUTREACH CAPABILITIES	Yes/No	Comments
SKYWARN Program Training with NWS	Yes	Annual event
Severe Weather Awareness Week (HSEM/NWS)	Yes	Annual event
Winter Weather Awareness Week (HSEM/NWS)	Yes	Annual event

Promotion of NOAA Weather Radios	Yes	During NWS Severe Weather Weeks and Ongoing
<i>Other (please describe)</i>	Yes	The Chisago County Emergency Management & Homeland Security website page provides extensive education information on weather safety.

Appendix E – Past Mitigation Action Review Status Report

Chisago County

Past Mitigation Action Review Status Report

Following is a report on the status of mitigation actions related to natural hazards included in the Chisago County 2017 Hazard Mitigation Plan. This report identifies those actions that have been completed, are being deleted, or are considered as ongoing efforts. Mitigation actions that are noted as “ongoing” will be reviewed and revised as necessary for inclusion in the plan update. This report covers the mitigation actions that were listed for implementation by Chisago County and by city jurisdictions, as applicable.

Hazard	Mitigation Action	Jurisdiction	Status	Comments
All-Hazards	Acquire AWS real-time weather monitoring stations for all County school systems and emergency communities center (ECC).	Chisago County & All Cities	Delete	Not a necessary mitigation action.
All-Hazards	Identify access and functional Needs, (at-risk individuals) in the county and map their locations and define how they will be notified and served in an emergency	Chisago County	Ongoing	Chisago County Emergency Management (CEM) and Chisago County Public Health continue to work with local jurisdictions to maintain data on the location of facilities that house vulnerable populations within the county.
All-Hazards	Continue to train and equip emergency response personnel.	Chisago County & All Cities	Delete	Not a necessary mitigation action. This falls under county and local EM response planning.
All-Hazards	Continue to assess, update and develop mitigation and other emergency related plans to work with and coordinate efforts among local units of government.	Chisago County & All Cities	Ongoing	Mitigation efforts will continue to be incorporated into existing planning mechanisms and partnerships.
Wildfire	Work with neighborhood associations, churches, schools and service clubs to provide materials to the public on “best practices” for property maintenance against fire hazard.	All Cities	Ongoing	Local fire departments continue to share information with residents on ways to reduce fire risk to properties from associated wildfire.
Wildfire	Amend zoning regulations to include vegetation and wood storage restrictions around homes in cities and neighborhoods that might be at risk.	Chisago County & All Cities	Delete	These measures are recommended as a best practice; the county and local governments have not put this into city code.

Hazard	Mitigation Action	Jurisdiction	Status	Comments
Wildfire	Continue to Identify roadways of insufficient width to handle fire trucks and establish priorities and approaches for addressing deficiencies.	Chisago County & All Cities	Delete	Not a necessary mitigation action; this falls under emergency response planning by the county and local fire departments.
Wildfire	Draft and or enforce an ordinance requiring prompt removal of snow around commercial and industrial buildings in order to ensure access to fire and other emergency equipment.	All Cities	Delete	Not a necessary mitigation action - this falls under emergency response planning by local fire departments.
Wildfire	Continue to expand the use of mutual aid agreements and memoranda of understanding to improve coordination and responses among state, local and federal agencies and appropriate private-sector parties.	Chisago County & All Cities	Delete	Not a necessary mitigation action - Chisago County and cities have mutual aid agreements established for fire suppression.
Wildfire	Apply FIREWISE wildfire susceptibility model to determine areas most prone to wildfires.	Chisago County & All Cities	Ongoing	Chisago County and local fire departments continue to be aware of areas considered to be of higher wildfire risk in the county (wildland-urban interface).
Wildfire	Implement FIREWISE program to assess risks to structures and identify needed responses.	Chisago County & All Cities	Ongoing	Local fire departments are encouraged to work with local property owners to conduct Level 1 and 2 firewise assessments for defensible space.
Wildfire	Work with the Minnesota DNR to include prescribed burning on all County lands and parks.	Chisago County & All Cities	Ongoing	Ongoing as needed.
Wildfire	Implement an education program for home/property owners especially in identified risk areas (Carlos Avery Wildlife Management Area and other forested areas) on Best Management Practices for reducing or minimizing wildfire risk.	Chisago County & All Cities	Ongoing	Public outreach and education regarding wildfire conditions and risk reduction to property continues.

Hazard	Mitigation Action	Jurisdiction	Status	Comments
Windstorms / Tornadoes	Continue to assess the adequacy of the County and cities civil defense siren system adding sirens where needed	Chisago County & All Cities	Ongoing	Outdoor warning sirens are tested on a monthly basis to ensure their functionality. The county and local cities will continue to assess if additional warning sirens or upgrades are needed.
Windstorms / Tornadoes	Identify and map community shelters that could be used by manufactured home parks and other residents that do not have safe shelter on their property.	Chisago County & All Cities	Ongoing	This occurs at the municipal level where manufactured home parks (MHPs) are located. Local governments are responsible to work with MHP owners to identify a safe location for residents to take shelter in the absence of an on-site shelter.
Windstorms / Tornadoes	Add a Storm Shelter to Trailer Parks	City of Shafer	Ongoing	The Trailer Parks never followed thru with this, but are still working on it.
Windstorms / Tornadoes	Add and Update Weather Warning System	City of Wyoming	Ongoing	They are continuing to update and add.
Severe Winter & Summer Storms	Continue to Develop and update a safe shelter plan for the County and cities including shelters, shelter capacity and transportation or evacuation routes.	Chisago County & All Cities	Ongoing	CCEM and CCPH maintain a list of designated shelter facilities. The county EOP addresses routes and procedures for evacuation for a range of hazards.
Severe Winter & Summer Storms	Establish and inform those residents living in “at risk” areas of shelter locations and evacuation routes within Chisago County and Cities.	Chisago County & All Cities	Delete	Not a necessary mitigation action – this would occur
Severe Winter & Summer Storms	Continue to assess all hazards plan to limit travel on state highways, County highways and major roads during hazardous driving conditions.	Chisago County & All Cities	Delete	Not a necessary mitigation action – this is established and ongoing action by the NWS and the county.
Extreme Heat	Continue to identify structures for elderly and other at-risk populations who lack effective air-conditioning and insulation.	Chisago County	Ongoing	CCEM and CCPH as well as local jurisdictions maintain information on the locations of facilities that house vulnerable populations
Lightning	Evaluate the readiness of public buildings for the preventing damage from lightning.	Chisago County & All Cities	Ongoing	Ongoing as it pertains to buildings that may have experienced a prior lighting strike.

Hazard	Mitigation Action	Jurisdiction	Status	Comments
Severe Winter & Summer Storms	Work with power companies and electrical cooperatives to ensure power sources and electric feeds are looped where feasible.	Chisago County & All Cities	Delete	Not a necessary mitigation action – this falls under the authority of the electrical utility providers to Chisago County and city jurisdictions.
Severe Winter & Summer Storms	Continue to Work with city staff and planning commission to develop language for inclusion in the city's official controls that will prohibit the planting of tree species in lines easements or right-of-ways.	Chisago County & All Cities	Ongoing	Local governments oversee local ordinances on planting of trees in the right of way or near powerlines
Extreme Heat	Develop plan that addresses insulation and air-conditioning needs of the County's residences particularly those housing at risk populations.	Chisago County	Delete	The county provides information on heat related illness and conducts public outreach during periods of extreme heat, but does not address planning for private structures that are not insulated or air-conditioned. Facilities that house at-risk populations are responsible to address these needs for their residents.
Severe Winter & Summer Storms	Assess all public facilities in the County and cities with regard to storm safety, shelter adequacy and limitations.	Chisago County & All Cities	Delete	The county does not do a widespread assessment as noted. However, Chisago County does work with local jurisdictions to identify where there are areas that are in need of a storm shelter or tornado safe room and encourage local governments to address these needs.
Flooding	Incorporate Floodplain and land use maps into zoning ordinance	Chisago County & All Cities	Ongoing	Jurisdictions with mapped floodplain areas and that are participating in the NFIP have localized floodplain ordinances.
Flooding	Educate residents about the National Flood Insurance Program (NFIP)	Chisago County & All Cities	Ongoing	Ongoing by the county and cities. Residents are encourage to participate individually in the NFIP if they wish to do so.

Hazard	Mitigation Action	Jurisdiction	Status	Comments
Flooding	Conduct, update and adopt floodplain mapping for the cities and County	Chisago County & All Cities	Completed	The MN DNR updated the floodplain maps for Chisago County on 4/17/2012.
Drought	Establish a water conservation program to identify conservation opportunities in public buildings and provide education to the public on conservation techniques.	Chisago County & All Cities	Ongoing	Chisago County and local jurisdictions follow the guidance of the MN DNR during a period of severe drought to promote water conservation measures.
Drought	Develop and or adopt ordinances for a water restriction plan during water shortage periods.	Chisago County & All Cities	Ongoing	Chisago County and local jurisdictions follow the guidance of the MN DNR during a period of severe drought to implement watering restrictions.
Drought	Continue to Drill monitoring wells into each of the County's major aquifers at appropriate locations and or continue to monitor aquifer levels and water quality.	Chisago County & All Cities	Delete	Water monitoring is conducted by the Chisago SWCD.

Appendix F – Planning Team Meetings

Chisago County HMP Update

Appendix F – Kickoff Meeting Documentation

Overview:

On 4/28/23 U-Spatial@UMD hosted a kickoff meeting online that was attended by the Chisago County Emergency Manager. The webinar included a project overview, U-Spatial@UMD's background, the roles and responsibilities of the Emergency Manager, the contents of the Hazard Mitigation Plan, the planning process, and the projected timeline of the project.

Attached Documentation:

- **Project Handout:** "Minnesota 2023-2024 Multi-Hazard Mitigation Plan Update Project Overview"
- **Webinar Slides:** "Minnesota 2023-2024 Multi-Hazard Mitigation Plan Update Project Kickoff Orientation Webinar"

Minnesota 2023-2024 Hazard Mitigation Plan Update Project Overview

During 2023-2024, U-Spatial at the University of Minnesota Duluth (U-Spatial@UMD) will be working to update Hazard Mitigation Plans (HMPs) for 14 counties. Our team consists of UMD staff who specialize in GIS applications and research and Hundrieser Consulting LLC, who specializes in stakeholder engagement and mitigation strategies.

Participating Jurisdictions

Becker, Chisago, Goodhue, Grant, Houston, Hubbard, Kanabec, Lake, Lyon, Mille Lacs, Olmsted, Pennington, Roseau, and Wabasha counties. Cities within each county are required to participate in the planning process.

Overview of Update Process

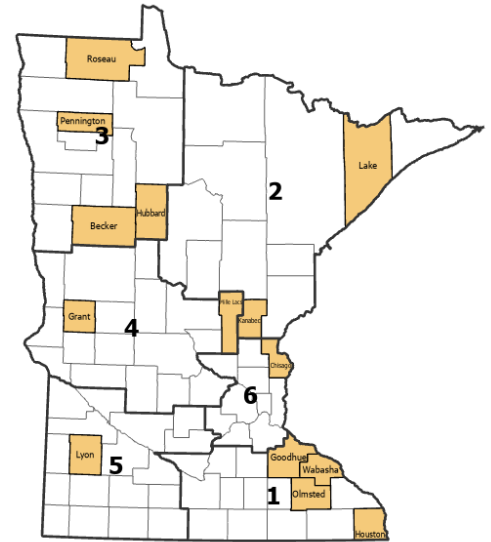
The U-Spatial@UMD team will coordinate with each Emergency Manager throughout the plan update process to engage participating jurisdictions and other stakeholders in the planning process. Following is an overview of key tasks that the U-Spatial@UMD team will facilitate to meet FEMA requirements in the update of each plan:

- Conduct 2 planning team meetings
- Conduct public outreach & engagement
- Assess Plans & Programs in Place to address natural hazards
- Conduct a Past Mitigation Action Review from past plan
- Update prioritization of natural hazards that pose risk
- Complete jurisdictional Local Mitigation Surveys (hazards, vulnerabilities & capabilities)
- Conduct hazard risk assessment for 1% annual chance floods using the Hazus GIS tool
- Inventory critical infrastructure
- Develop hazard profiles for each natural hazard (description, incident history, geographic variability, future probability, relationship to changing climate trends and local vulnerabilities) and present data in an interactive website.
- Prepare a PDF document and interactive website that meets FEMA HMP plan requirements.
- Develop 5-year jurisdictional Mitigation Action Charts

The planning process generally occurs over the course of 14-18 months from start to finish.

Contact

Stacey Stark, U-Spatial Associate Director (MHMP Project Manager)
Phone: (218) 726-7438 / Email: slstark@d.umn.edu



Overview of the HMP Update Process

The U-Spatial@UMD team will coordinate with each Emergency Manager (EM), participating jurisdictions, and other stakeholders throughout the planning process. The plan update generally occurs over the course of 14-18 months from start to finish. Following is an overview of key tasks that will occur and the approximate timeline for completion. This list is not a complete list of what the plan update entails.

Stage 1 Tasks (4-5 months)

- HMP kickoff meeting/webinar with EM and U-Spatial@UMD
- Develop jurisdictional contact list for MHMP planning team
- Disseminate & document News Release #1 (plan update announcement)
- Complete Plans & Programs in Place Checklist
- Conduct a Past Mitigation Action Review from prior plan
- Complete Capabilities Assessment to address natural hazards
- Hold & document Planning Team Meeting #1
- Complete Local Mitigation Surveys (hazards, vulnerabilities & capabilities)
- Revisit prioritization of natural hazards that pose risk
- Assist U-Spatial@UMD with provision of key data
- Complete inventory of Critical Infrastructure

Stage 2 Tasks (5-7 months)

- Develop 5-year Jurisdictional Mitigation Action Charts
- Conduct hazard risk assessment for 1% annual chance floods using the Hazus GIS tool
- Develop hazard profiles for each natural hazard (description, incident history, geographic variability, future probability)
- Complete hazard profiles for each natural hazard
- Complete Plan Maintenance section of draft plan

Stage 3 Tasks (2-3 months)

- EM review of Draft Plan
- Hold & document Planning Team Meeting #2
- Finalize Mitigation Action Charts
- Disseminate & document News Release #2 (Public Review & Comment Period)
- EM coordination of plan review by local government(s) & other stakeholders

Stage 4 Tasks (2-3 months)

- Post-public review revisions made to plan (as necessary)
- Draft Plan sent to HSEM for review & approval
- Draft Plan sent to FEMA for review & approval
- Post FEMA review revisions made to plan (as necessary)
- FEMA to send letter stating "Approval Pending Adoption" to EM
- EM to facilitate MHMP jurisdictional adoptions (County/Tribe and cities)

Ongoing - Quarterly 25% Local Match Tracking Quarterly to HSEM

As part of the MHMP plan update, Emergency Managers are required to submit quarterly reports to HSEM on their local 25% match accrued through HMP activities during that quarter.

Minnesota 2023-2024 Multi-Hazard Mitigation Plan Update Project Kick-off Orientation Webinar

U-SPATIAL
UNIVERSITY OF MINNESOTA DULUTH
Driven to Discover

Webinar Purpose & Goals

The purpose of this webinar is to provide an orientation for Emergency Managers participating in 2023-2024 Multi-Hazard Mitigation Plan Updates.

- Introduce the U-Spatial@UMD Team and county contacts.
- Provide an overview of the project.
- Clarify roles and responsibilities.
- Outline the planning process, discuss key tasks and timelines.
- Discuss next steps and answer your questions.

Stacey Stark

Introductions

U-Spatial@UMD Project Team



Stacey Stark
Project Manager
U-Spatial@UMD



Bonnie Hundrieser
Emergency Management Planning Consultant
Hundrieser Consulting LLC



Zach Vavra
GIS Specialist and Researcher
U-Spatial@UMD



Steve Graham
Research Associate, Flood Modeling Specialist
U-Spatial@UMD



Jane Lindelf
Project Coordinator, Communications Specialist
U-Spatial@UMD

Emergency Managers:

- Name, Title, and Jurisdiction
- Past Experience with MHMP?

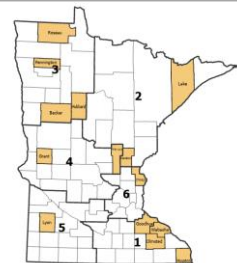
Minnesota HSEM:

Jennifer Davis, MN HSEM
State Hazard Mitigation Officer

Project Overview

14 Counties:

Becker
Chisago
Goodhue
Grant
Houston
Hubbard
Kanabec
Lake
Lyon
Mille Lacs
Olmsted
Pennington
Roseau
Wabasha



Why U-Spatial@UMD?

➤ Proven experience

Our updates of 40+ MHMPs, as well as the State MHMP, have been quickly approved by FEMA and adopted by counties.

➤ Advanced Capabilities

Expertise in the application of GIS, HAZUS, and research supports plan development and meeting all FEMA requirements.

➤ Ability to Expedite

A consistent and proven approach for multiple counties supports State & FEMA review of draft plans.

➤ Planning Team

Our project team includes advanced GIS students and Hundrieser Consulting.

Purpose

The Federal Disaster Mitigation Act of 2000 (DMA 2000) established programs and funding:

"to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters"

A local government plan is required in order to maintain eligibility for FEMA hazard mitigation grant programs.

MHMP's must be updated every 5 years.

Flooding	Hail	Drought
Dam/Levee Failure	Lightning	Extreme Heat
Wildfire	Winter Storms	Extreme Cold
Windstorms	Landslides	Earthquakes
Tornadoes	Sinkholes & Karst	Coastal Erosion

Natural hazard categories for Minnesota MHMPs. Hazards may be omitted if low risk is demonstrated.

Overview of MHMP Update Process

Bonnie Hundrieser

U-Spatial@UMD Team Roles & Responsibilities

- Keep you informed about the progress of your plan.
- Facilitate & document jurisdictional engagement.
- Facilitate & document public outreach.
- Work with EM and planning team to complete key tasks.
- Keep up-to-date on FEMA requirements and Minnesota guidance.
- Produce a quality plan that FEMA will approve.
- Answer questions in a timely fashion.
- Support EM's in tracking your required local 25% match.
- Provide quarterly reports to HSEM on your plan progress.

EM Roles & Responsibilities

- Act as main Point of Contact. (EM / Deputy EM)
- Report to HSEM quarterly on required local 25% match.
- Coordinate engagement of MHMP Planning Team.
- Conduct & document public outreach.
- Participate in completion of key assignments for plan update.
- Coordinate with county staff & other key stakeholders to obtain information.
- Assist in timely review of draft document.
- Facilitate completion of local adoptions.

Local 25% Match

EM's will be responsible to track and submit local match documentation to HSEM on a quarterly basis.

Notes:

- EM's are provided with a "Master Match Tracking" Excel Workbook to document match MHMP activities, participants, and amount accrued.
- Bonnie will assist with local match tracking on several task items.
- Regular reminders & guidance will be provided on tracking match.

MHMP Planning Team

In addition to jurisdictional participation, the plan must provide documentation of an **opportunity for stakeholders to be involved** in the current planning process. The MHMP Planning Team should include:

1. Local & Regional Agencies involved in hazard mitigation
2. Agencies that have the authority to regulate development
3. Neighboring communities (counties, tribes)
4. Representatives of businesses, academia, and other private organizations
5. Representatives of nonprofit organizations, including community-based organizations that work with/provide support to underserved communities and socially vulnerable populations

Key Tasks

- Develop Jurisdictional Contact List.
- Hold & document Planning Team Meeting #1 & Meeting #2.

Public Outreach

The plan update must document how the public was given the opportunity to be involved in the planning process and how their feedback was incorporated into the plan.

- Collect feedback on local-level concerns & mitigation actions.
- Use of local/social media, websites & community bulletin boards.
- Other outreach (i.e., attendance at City Council mtgs)
- Must include underserved communities and vulnerable populations within the planning area.

Key Tasks

- Distribute & document News Release #1 (start of plan)
- Distribute & document News Release #2. (public review of plan)
- Conduct additional public outreach (i.e., County Fair, other events).

Hazard Risk Assessment and Vulnerability Analysis

The U-Spatial@UMD Team will work closely with each EM and key departments to provide information as needed.

Key Tasks

- Review and contribute to critical infrastructure inventory.
- Identify specific, local-level impacts and vulnerabilities.
- Identify if and how risk priorities have changed since the last plan.
- Identify any factors (i.e., new development) that may increase the community's vulnerability to natural hazard events.
- Review social vulnerability factors.

Key Task Assignments

Bonnie Hundrieser will coordinate with each EM and participating cities on key task assignments that will provide information required for the plan update.

Key Tasks

- Complete Plans in Place Checklist.
- Complete Capabilities Assessment for Mitigation.
- Conduct Past Mitigation Action Review.
- Coordinate Local Mitigation Survey (LMS) Forms.
- NFIP Status Information and documentation program compliance

Mitigation Action Charts

Bonnie Hundrieser will also coordinate development of draft 5-year jurisdictional Mitigation Action Charts (MACs) for the county and each participating city jurisdiction.

Key Tasks

- Conduct local-level development of MACs.
- Facilitate & document jurisdictional MAC review.
- Hold Planning Team Mtg. #2 for any additional feedback.
- Complete final MAC revisions.

Draft Plan Review

The U-Spatial@UMD Team will work with each EM to conduct a review of the draft MHMP and provide an opportunity for public review & comment on the plan.

Key Tasks

- EM review of initial draft plan > Revisions made as needed.
- Distribute News Release #2 - public review & comment period.
- EM coordination of review by county & key stakeholders.
- Posting of draft plan online with comment form.
- Documentation and incorporation of public feedback.

Plan Submission

The draft MHMP will be submitted to HSEM and FEMA for review & approval. Timing for review & approval is generally within 1-2 months.

Key Steps

- U-Spatial@UMD will submit the draft plan & Plan Review Tool (PRT) to HSEM.
- HSEM will submit the draft plan & PRT to FEMA reviewer.
- FEMA may respond with requests for revisions > U-Spatial@UMD to address revisions and resubmit plan.
- FEMA will send a letter of Approval Pending Adoption (APA status)

Plan Adoption

After FEMA has provided APA status, the county and all participating cities must formally adopt the plan.

Notes

- Good jurisdictional participation will facilitate local adoptions.
- Adoption of the plan is required for HMA grant program eligibility.
- Example adoption resolutions are provided for county and city adoption. Townships may elect to adopt (not required).
- Resolutions are incorporated into the final MHMP (PDF) by the Emergency Manager or included as hard copies.

“Next Gen” – MN Hazard Mitigation Plans

Plan format and delivery

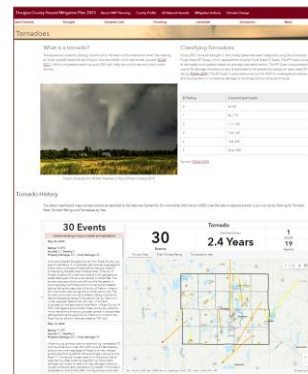
- Contains almost all required elements
- No mapping
- Community outreach/input remains the same
- Includes appendices with jurisdictional outreach

- Interactive maps and content
- Simple, concise explanations and highlights
- Multiple ways to navigate the content
- Links to PDF components and document
- Public input form on site

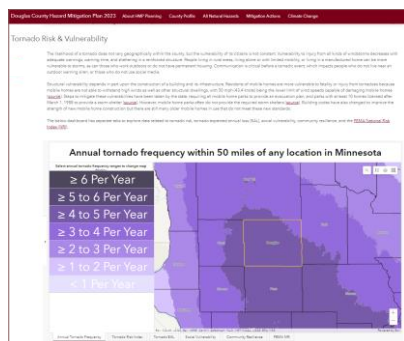
Stacey Stark



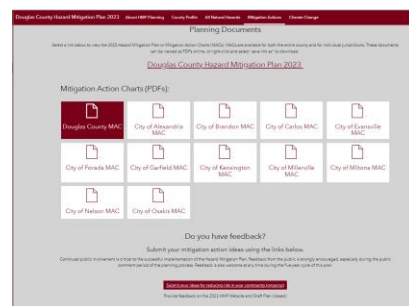
Example Web Site



Example Web Site



Example Web Site



Example Web Site

Timeline Overview

- 18-Month total timeline (April 2023 – October 2024)
- Most plans take 14-18 months.
- Staggering of plans will be required to complete update of risk assessments, research of hazard histories, etc. for each jurisdiction.
- Many tasks occur concurrently, others must be done in succession.
- Work is expedited at the pace by which Emergency Managers complete tasks with Bonnie Hundrieser.

Possible timeline for your plan		Red includes county action items
Stage 1 Tasks (4-5 months)	May – October 2023	HMP kickoff meeting/webinar with U-Spatial@UMD Develop jurisdictional contact list for MHMP planning team Disseminate & document News Release #1 Hold & document Planning Team Meeting #1 Complete Plans & Programs in Place Checklist Complete Capabilities Assessment to address natural hazards Conduct a Past Mitigation Action Review from prior plan Complete Local Mitigation Surveys Revisit prioritization of natural hazards that pose risk Assist U-Spatial@UMD with provision of key data Complete inventory of Critical Infrastructure
Stage 2 Tasks (4-6 months)	November 2023 – May 2024	Develop 5-year Jurisdictional Mitigation Action Charts Hazus hazard risk assessment for flooding Develop hazard profiles for each natural hazard Complete county profile sections and maps Complete Draft Plan
Stage 3 Tasks (2-3 months)	June – August 2024	EM review of Draft Plan Hold & document Planning Team Meeting #2 Finalize Mitigation Action Charts Disseminate & document News Release #2 EM coordination of plan review by stakeholders
Stage 4 Tasks (2-3 months)	September - November 2024	Post-public review revisions made to plan (as necessary) Draft Plan sent to HSEM for review & approval Draft Plan sent to FEMA for review & approval

Next Steps

U-Spatial@UMD Team members will coordinate each EM to commence work on several tasks that will take place over the next several months.

Notes:

- We are sensitive to the workloads of EM's.
- All information requests or assignments are in prepared form.
- Please communicate your availability to complete/not complete work.
- Plans most expired are priority; however, EM's with completed tasks move up in the que for plan development.

Questions?

What questions do you have for U-Spatial@UMD or HSEM about the MHMP update process?

Contact Information

Stacey Stark, MS, GISP
U-Spatial@UMD
slstark@d.umn.edu
218-726-7438

Example Plans:
<https://z.umn.edu/hazardmitigation>

Chisago County HMP Update

JURISDICTIONAL CONTACT LIST

COUNTY CONTACTS

Name	Title	Phone	Email
Scott Sellman	Director of Emergency Management and Homeland Security	651-213-6313	Scott.Sellman@chisagocountymn.gov
Brandon Thyen	County Sheriff	651-213-6300	Brandon.Thyen@chisagocountymn.gov
Chase Burnham	County Administrator	651-213-8830	Chase.Burnham@chisagocountymn.gov
Daryl Moeller	County Assessor	651-213-8550	assessor@chisagocountymn.gov
Joe K. Triplett	Public Works Director	651-213-8700	publicworks@chisagocountymn.gov
Ben Hobert	Assistant County Engineer	651-213-8700	publicworks@chisagocountymn.gov
Courtney Wehrenberg	Public Health Administrator	651-213-5200	Courtney.wehrenberg@chisagocountymn.gov
Jodi Budde	Public Health Preparedness Coordinator	651-213-5226	Jodi.Budde@chisagocountymn.gov
Robert Benson	Health and Human Services Director	651-213-5600	HumanServices@chisagocountymn.gov
Jon Eckel	Enterprise Services (GIS, IT, Facility Services) Director, CIO	651-213-8200	enterpriseservicesdirectors@chisagocountymn.gov
Kurt Schneider	Environmental Services/Zoning & Parks Director	651-213-8370	EnvServices@chisagocountymn.gov ; Kurt.Schneider@chisagocountymn.gov
Lisa Thibodeau	Solid Waste Administrator	651-213-8370	Lisa.Thibodeau@chisagocountymn.gov
Benjamin Elfelt	Lake Improvement District Administrator	651-213-8370	lakeimprovement@chisagocountymn.gov
Monica Kinny	Lake Improvement District, Water Resource Specialist	651-213-8370	lakeimprovement@chisagocountymn.gov
Chisago Water Plan Policy Team / Lower St. Croix River Watershed	Susanna Wilson Witkowski, Water Resource Manager	651-213-8380	Susanna.Wilson@chisagocountymn.gov
Nancy Hoffman	Executive Director, Housing & Redevelopment Authority - Economic Development Authority (HRA-EDA)	651-674-5664	nancy@chisagocounty.org
Joseph Tart	County Parks & Trails Director	651-213-8960	countyparks@chisagocountymn.gov
Jim Swenson	District 1 Commissioner	651-213-8831	Jim.Swenson@chisagocountymn.gov

Rick Greene	District 2 Commissioner	651-213-8832	Richard.Greene@chisagocountymn.gov
Marlys Dunne	District 3 Commissioner	651-213-8833	Marlys.Dunne@chisagocountymn.gov
Ben Montzka	District 4 Commissioner, Chair	651-213-8830	Ben.Montzka@chisagocountymn.gov
Dan Dahlberg	District 5 Commissioner	651-213-8835	Dan.Dahlberg@chisagocountymn.gov

CITY CONTACTS

CITY OF CENTER CITY (621)

Name	Title	Phone	Email
Dana Miron	Administrator	651-257-5284	cityclerk@centercitymn.us
Jill Behnke	Mayor	651-257-1483	mayorbehnke@centercitymn.us
Travis Greene	Fire Chief	612-221-1465	travis@centercityfire.com

CITY OF CHISAGO CITY (5,732)

Name	Title	Phone	Email
John Pechman	Administrator	651-257-4162	jpechman@ci.chisago.mn.us
Bill Schlumbohm	EM/Police Chief	651-213-6547	wschlumbohm@lakesareapd.com
Zach Reed	Fire Chief	651-257-0631	zreed@ci.chisago.mn.us

CITY OF HARRIS (1,106)

Name	Title	Phone	Email
Shannon Geier	City Clerk	651-674-7546	clerk@harrismn.com
Drew Chapeau	Fire Chief	651-674-7546	firechief@harrismn.com
Randy Johnson	Mayor	651-674-7546	mayor@harrismn.com

CITY OF LINDSTROM (4,890)

Name	Title	Phone	Email
Missy Glenna (interm)	City Administrator	651-257-0620	mglenna@cityoflindstrom.us
Miranda Olson	Communications Coordinator	651-257-0620	molson@cityoflindstrom.us
Scott Sellman	Fire Chief	651-248-7421	ssellman@cityoflindstrom.us
Judy Chartrand	Mayor	651-334-1263	jchartrand@cityoflindstrom.us
Bill Schlumbohm	EM/Police Chief	651-257-0622	wschlumbohm@lakesareapd.com

CITY OF NORTH BRANCH (11,152)

Name	Title	Phone	Email
Matthew Hill	City Administrator	651-277-5229	matthewh@ci.north-branch.mn.us
Shawn Williams	Public Works Director		shawnw@ci.north-branch.mn.us
Dan Meyer	EM/Police Chief	651-277-5237	danm@ci.north-branch.mn.us
Pat Heinen	Fire Chief		path@ci.north-branch.mn.us
Kevin Schieber	Mayor	763-443-5951	kevins@ci.north-branch.mn.us

CITY OF RUSH CITY (3,253)

Name	Title	Phone	Email
Amy Mell	City Administrator	320-358-4743	amell@ci.rush-city.mn.us
Bob Carlson	EM/Fire Chief	320-358-4743	Bobcarlson19@gmail.com
Alan Johnson	Mayor	320-358-4743	

CITY OF SHAFER (1,159)

Name	Title	Phone	Email
Joan Ciesler	City Clerk	651-257-4726	cityhall@shafermn.com
Ron Elfstrom	Fire Chief	651-497-7950	4ronald@frontier.com
Paula Hanson	Mayor	651-499-3987	Phanson@shafermn.com

CITY OF STACY (1,169)

Name	Title	Phone	Email
Tanya Smoke	City Clerk	651-998-2024	cityclerk@stacymn.org
Angie Comstock	Deputy City Clerk	651-462-4486	deputycityclerk@stacymn.org
TJ Potrament	EM/Fire Chief	651-462-3389	tjp@stacylentfire.com
Mark Utecht	Mayor	651-462-4486	mayor@stacymn.org

CITY OF TAYLORS FALLS (1,058)

Name	Title	Phone	Email
Sherrie Thomasen	City Clerk	651-465-5133	clerk@taylorsfalls.org
Jake Vodenka-Reed	EM/Fire Chief	651-465-5133	chief@taylorsfalls.org
Brandon Weiberg	Mayor	612-258-9208	b.weiberg@taylorsfalls.org

CITY OF WYOMING (8,008)

Name	Title	Phone	Email
Rob Linwood	City Administrator	651-462-0575	rlinwood@wyomingmn.org
Neil Bauer	EM/Public Safety Dir.	651-462-0577	nbauer@wyomingmn.org
Jesse Milligan	Fire Chief	612-850-2042	jmilligan@wyomingmn.org

TOWNSHIP CONTACTS

Name of Township	Name & Title	Phone	Email
Amador Township	Lin Strong Chair	651-269-3580	amadortownship@gmail.com
Chisago Lake Township	Sherry Stirling Chair	651-257-0827	Sstirling.clt@gmail.com
Fish Lake Township	Andrea Nekowitsch Clerk	651-674-7709	clerk@fishlaketownship.com
Franconia Township	Owen Kuhnly Chair	651-324-1597	okuhnly@franconiatownship.com
Nessel Township	Mary Winter Clerk	320-396-2703	Nessel1234@yahoo.com
Rushseba Township	Peter Johnson	320-358-3581	peter@treasuredhavenfarm.com
Shafer Township	Mark Stovern Chair	612-799-2647	shafertownship@outlook.com
Sunrise Township	Jeske Noodergraaf Chair	651-775-1233	jnoordergraaf@sunrisetownship.com

OTHER STAKEHOLDER CONTACTS

LOCAL & REGIONAL AGENCIES INVOLVED IN HAZARD MITIGATION

Name of Agency / Organization	Name & Title	Phone	Email
MN Homeland Security & Emergency Management	Jon Dotterer, HSEM Region 6 Regional Program Coordinator	651-201-7438	Jon.Dotterer@state.mn.us
Chisago Soil & Water Conservation District (SWCD)	Craig Mell, District Administrator	651-674-2333	craig.mell@mn.nacdnet.net
Natural Resources Conservation Service (NRCS)	Megan Lindberg, District Conservationist	651-674-7160	megan.lindberg@usda.gov
USDA Rural Development Community Programs	Brett Repulske, Area Specialist	(218) 829-5965 x113	brett.repulske@usda.gov
MnDOT Metro District	Michael Barnes, Transportation District Engineer	651-234-7700	michael.barnes@state.mn.us
Comfort Lake / Forest Lake Watershed District	Mike Kinney, District Administrator	651-395-5855	mike.kinney@clflwd.org
Lower St. Croix River Watershed Partnership	Jennifer Hahn, Minnesota Extension - Agronomy Outreach Specialist	651-485-7848	jhahn@umn.edu
Comfort Lake Forest Lake Watershed District	Emily Heinz, Planning Coordinator	651-395-5856	emily.heinz@clflwd.org
MN DNR Ecological and Water Resources Division	Craig Wills, Region 3, Area Hydrologist	(763) 284-7221	craig.wills@state.mn.us

REPRESENTATIVES OF BUSINESSES, ACADEMIA, AND OTHER PRIVATE ORGANIZATIONS

Name of Agency / Organization	Name & Title	Phone	Email
East Central Energy	Kayla Hagfors, Finance & Assets Manager	763-689-8014	kayla.hagfors@ecemn.com
East Central Energy	Pete Leibel, Safety Administrator	763-689-8080	pete.leibel@ecemn.com
North Branch Power and Light	Shawn Williams, Director	651-674-7100	nbwlooffice@ci.north-branch.mn.us
Chisago Lakes School District	Brian Dietz, Superintendent	651-213-2096	bdietz@isd2144.org
North Branch School District	Sara Paul, Superintendent	651-674-1012	spaul@isd138.org
Rush City School District	Brent Stavig, Superintendent	320-358-4855	bstavig@rushcity.k12.mn.us
Forest Lake Area Schools	Steve Massey, Superintendent	651-982-8103	smassey@flaschools.org
Chisago Christian School	Michael Elliott, Administrator	(651) 257-4587	michaelelliott@clbspatriots.org

**REPRESENTATIVES OF NONPROFIT ORGS, INCLUDING COMMUNITY-BASED ORGS THAT WORK WITH
OR PROVIDE SUPPORT TO UNDERSERVED COMMUNITIES AND SOCIALLY VULNERABLE POPULATIONS**

Name of Agency / Organization	Name & Title	Phone	Email
Lakes and Pines Community Action Council (Senior Services)	Denise Stewart, Director	320-679-1800	denises@lakesandpines.org
Salvation Army Northern Division (MN/ND)	Major Michele Heaver	651-238-7783	Michele.heaver@usc.salvationarmy.org
American Red Cross of Central Minnesota	Linda Blackmore, Executive Director	612-217-3631	linda.blackmore@redcross.org

NEIGHBORING JURISDICTIONS

Name of Jurisdiction	Name & Title	Phone	Email
Pine County	Denise Baran, EMC	(320) 629-8380	denise.baran@co.pine.mn.us
Kanabec County	Kelly Schmitt, EMD	(320) 679-8421	kelly.schmitt@co.kanabec.mn.us
Isanti County	Chad Meyer, EMD	763-691-2461	Chad.Meyer@sheriff.co.isanti.mn.us
Anoka County	Terry Stoltzman, EMD	(763) 324-4761	terry.stoltzman@co.anoka.mn.us
Washington County	Doug Berglund, EMD	(651) 430-7682	douglas.berglund@co.washington.mn.us
Burnett County, WI	Aaron Bentley, EMD	(715) 349-2171	aabentley@burnettcounty.org
Polk County, WI	Lisa McMahon, EMC	(715) 485-9280	lisa.mcmahon@polkcountywi.gov

LOCAL MEDIA CONTACTS

Name of Local Media	Media Contact	Phone	Email
Chisago County Press	Matt Silver, Publisher	651-257-5115	chisago@citlink.net
Isanti-Chisago County Star	Bill Stickels III, Editor	763-689-1181	editor@countystar.com

Chisago County HMP Planning Team

Meeting #1 Presentation and Discussion

2/14/24 Meeting Summary & Documentation

Summary: On February 14, 2024 Chisago County Emergency Management convened key county, city, and township representatives, as well as neighboring jurisdictions and other stakeholders to participate in the 1st Planning Team Meeting for the update of the Chisago County Hazard Mitigation Plan (HMP). The purpose of the meeting was to formally present information about the Chisago County HMP update and to discuss key items that would inform plan development. The meeting was held via Zoom webinar video conference and was facilitated by Stacey Stark and Bonnie Hundrieser of the U-Spatial@UMD project team.

Stakeholder Invitations: Chisago County Emergency Management invited all stakeholders included on the county's HMP Update Jurisdictional Contact List (JCL), which includes the key County Contacts, City Contacts, Township Contacts, Other Stakeholder Contacts, and Neighboring Jurisdiction Contacts identified to be invited to participate in the plan update process. Contacts were encouraged to engage additional staff or to send someone in their stead if they could not attend. A copy of the county's Jurisdictional Contact List is provided in *Appendix F Planning Team Meetings*.

Pre-Meeting Materials: Several days in advance of the meeting an email was sent out to the HMP stakeholder list with materials to review prior to the meeting. Materials included an HMP overview handout, a list of discussion questions that would be covered during the meeting, and a handout on the FEMA Hazard Mitigation Assistance Grant Program. Participants who were registered for the meeting were encouraged to review the questions and be ready to discuss them during the meeting. Stakeholders who were not attending the meeting were also encouraged to fill out and return the discussion question form.

Meeting Participants: A total of **40** people attended the meeting. Representation included elected officials and departmental staff from Chisago County and the cities of Center, Chisago, Harris, Lindstrom, North Branch, Rush City, Taylors Falls, and Wyoming. Representatives from the cities of Shafer and Stacey were not available to attend. Other stakeholders, including neighboring jurisdictions, participated in the meeting. A participant list is provided below:

	Name	Organization	Job Title
1	Scott Sellman	Chisago County Emergency Management	Emergency Management Director
2	Brandon Thyen	Chisago County Sheriff's Office	Sheriff
3	Chase Burnham	Chisago County Administration	County Administrator
4	Dan Dahlberg	Chisago County Board of Commissioners	Commissioner, District 5
5	Joe Triplett	Chisago County Public Works	Public Works Director
6	Kurt Schneider	Chisago County Environmental Services	Environmental Services Director
7	Lisa Thibodeau	Chisago County Environmental Services	Solid Waste Administrator
8	Paul Dennison	Chisago County Waste Disposal & Recycling	Household Hazardous Waste Facility Coordinator
9	Jon Eckel	Chisago County Enterprise Services	DES Director / CIO
10	Dennis Wilton	Chisago County Enterprise Services	Asst. Enterprise Services Director

11	Nancy Hoffman	Chisago County HRA-EDA	Executive Director
12	Courtney Wehrenberg	Chisago County Public Health	CHS Administrator, Public Health
13	Jodi Budde	Chisago County Public Health	Public Health Emergency Preparedness Coordinator
14	Robert Benson	Chisago County Health & Human Services	HHS Director
15	Benjamin Elfelt	Chisago Lakes Lake Improvement District	Administrator
16	Susanna Wilson Witkowski	Chisago County Water Plan Policy Team	Water Resource Manager
17	Jill Behnke	City of Center City	Mayor
18	Eric Garner	City of Center City	Public Works Supervisor
19	Zach Reed	City of Chisago City Fire Department	Fire Chief
20	John Pechman	City of Chisago City	City Admin
21	Jason Lind	City of Chisago City	Superintendent
22	Randy Carlson	City of Harris	Mayor
23	Bill Schlumbohm	Lakes Area Police Department (Chisago City & Lindstrom)	Chief of Police
24	Matt Fraley	City of Lindstrom	Public Works Director
25	Dan Meyer	City of North Branch	Chief of Police
26	Patrick Heinen	City of North Branch Fire Department	Chief
27	Amy Mell	City of Rush City	City Administrator
28	Bob Carlson	City of Rush City Fire Department	Fire Chief
29	Jake Vodenka-Reed	City of Taylors Falls Fire	Fire Chief
30	Sherrie Thomasen	City of Taylors Falls	City Clerk
31	Neil Bauer	City of Wyoming Public Safety	Director of Public Safety/Police Chief
32	Michelle Meis	Nessel Township	Supervisor
33	Denise Stewart	Lakes and Pines Community Action Council	Executive Director
34	William Schwartz	ISD 831 Forest Lake Area Schools	Supervisor of Buildings and Grounds
35	James Larter	Forest Lake Schools	Building and Grounds Assistant Supervisor
36	Kayla Hagfors	East Central Energy	Finance & Assets Manager
37	Emily Heinz	Comfort Lake-Forest Lake Watershed District	Planning Coordinator
38	Chad Meyer	Isanti County Sheriff's Office	Captain/EM
39	Lisa McMahon	Polk County, Wisconsin Emergency Management	Emergency Manager
40	Allison Strohl	Washington County Sheriff's Office - Emergency Management	Emergency Management Senior Planner

Presentation Overview: The Power Point presentation covered the following items. A PDF of the presentation slides is included with this meeting summary.

- Welcome & Introductions
- Review of HMP Overview (*handout)
- Review of Past Hazard Risk Prioritization, Hazard Profiles, and New Priorities
- Overview of Mitigation Strategies, Actions
- Overview of FEMA HMA grant program
- Discuss local mitigation ideas
- Overview of Next Steps

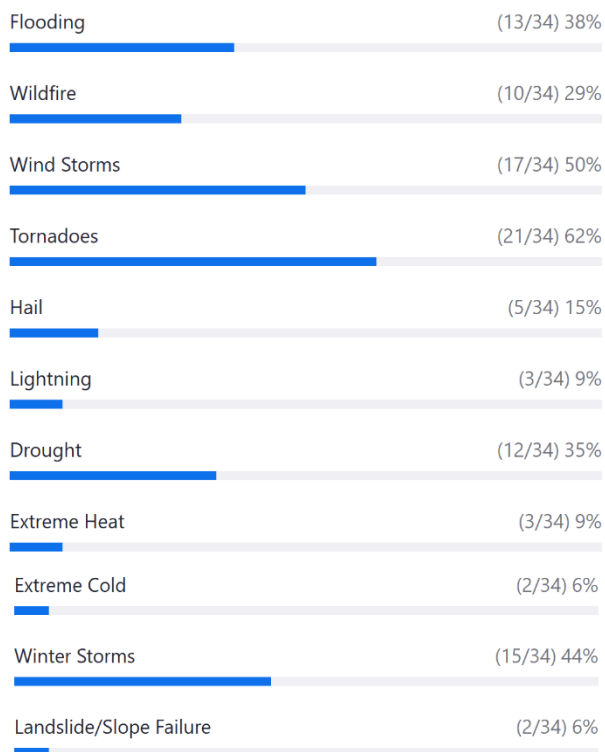
CHISAGO COUNTY HMP PLANNING TEAM MEETING #1 DISCUSSION NOTES

PARTICIPANT POLLS

During the presentation, participants were presented with two poll questions to respond to. Following are the poll questions and responses:

POLL #1: TOP HAZARDS

What are the top three hazards of most concern to you in this county? (Multiple Choice)



The top 3 hazards noted were Tornadoes, Windstorms, and Winter Storms.

POLL #2: CHANGE IN PERCEIVED RISK

Has the risk of any natural hazards changed in your jurisdiction in the last 5 years? (increased severity, decreased risk, increased extent, etc) (Single Choice)



What hazard risk has changed, and in what jurisdiction?

- Zach Reed - Increased Urban Interface / Wildfire risk due to housing development in rural woodland /swamp areas that have not naturally burned in over a century.
- Lisa McMahon - Wildfires have increased due to drought and past windstorms with blowdowns.
- Neil Bauer - We do not have the river concerns in Wyoming that are in the rest of the county. Tornadoes would be more likely.
- Denise Stewart - Increase in severity of weather as a direct result of climate change. For example, increased risk of drought and fire as well as severe storm patterns.
- Paul Dennison - Wildfire risk I sup as drought periods occur.
- Jodi Budde - Poor Air Quality from wildfires.
- Emily Heinz - We estimate the flood risk has increased, and will continue to increase in the Comfort Lake-Forest Lake Watershed District.
- Amy Mell - Threat of wildfire due to the lack of snow/drought....fuel standing straight up, dries up more rapidly.
- Nancy Hoffman - Recent droughts and hail.
- Jason Lind - Severe Weather Events-Power Infrastructure is failing more often causing failures in the Sanitary Sewer and Drinking Water Infrastrutures during failure.
- Chase Burnham - Climate Change has impact.
- Kurt Schneider - Hazards related to drought conditions and more extreme/frequent occurrences of severe weather seem to have increased.
- Lisa Thibodeau - Climate change has drastically altered weather events, and the natural world - such as drought which leads to wildfires or dry wells, and extreme weather events with debris etc.

- Robert Benson - Severe weather has increased.
- Michelle Meis - Drought - County wide.

FOCUSED DISCUSSION QUESTIONS

During the presentation there were 3 key discussion questions (DQ's) that were presented to the planning team for feedback. Following are the questions and responses:

DQ #1: *Are there any vulnerable populations or underserved communities you would identify for Chisago County or within your own local jurisdiction? If so, are there any best outreach methods to provide an opportunity to participate?*

- Robert Benson - Elderly
- Neil Bauer - Aging population.
- Lisa McMahon - Elderly are often hard to reach, as they do not have social media or even internet in many cases
- Chase Burnham - Homeless, Elderly
- Chad Meyer - Homeless
- Denise Stewart - Seniors, Individuals/families with low income
- Scott Sellman - Nursing homes,
- Nancy Hoffman - Low income
- Amy Mell - Minority groups with language barriers
- Courtney Wehrenberg - Small pockets of non-English speaking populations
- Lisa Thibodeau - Residents of affordable and subsidized housing located throughout the county,
- Nancy Hoffman - Very rural.
- Emily Heinz Comfort Lakes Watershed District – we are working on a floodplain vulnerability assessment. We are also going to be doing some outreach with underserved communities. We would love any data sharing. We created a "social vulnerability" data layer for our mapping purposes, and that layer includes: This data layer is created from a series of Census data, including 1) lone parents, 2) children aged 4 years and younger, 3) people aged 75 years and older, 4) population density, 5) renter households, 6) individuals below the poverty line, 7) individuals without a high school diploma, and 8) persons who speak English less than well. /

Stacey Stark response – We will definitely want to reference your work in this plan! Thank you.

DQ#2: What do you feel should be recorded as the updated Hazard Prioritizations for the Chisago County 2023 HMP? Why? Following are the updated hazard priorities noted by planning team members during the meeting:

Natural Hazards	Current Priority
Flooding	High
Winter Storms	Moderate
Windstorms	Moderate
Hailstorms	Moderate
Tornadoes	Moderate
Wildfire	Moderate
Extreme Cold	Moderate
Extreme Heat	Moderate
Lightning	Low
Landslides	Low
Drought	Low
Dam Failure	Low

Comments:

- (Flooding) Kurt Schneider - Chisago County zoning ordinances are very restrictive about FEMA mapped flood zones and do not allow construction within FEMA flood zone areas. That is a positive flood protection measure that limits damage to man made improvements. But that doesn't mean there is a measurable amount of previously built/"grandfathered" legal nonconforming structures already within flood zones that could still be more susceptible to flood damage or flood events.
- (Flooding) Lisa Thibodeau - I would think flooding would not affect a lot of the population/ Kurt - Agreed that flooding in Chisago Co seems to be isolated rather than large populations/scale impact. Not that larger scale couldn't happen I guess. Flood risk is really more of a localized concern for the City of Rush City.
- (Wildfire) Kurt Schneider - Could lightning be a subset of wildfires? / Stacey, yes we mention it as a cause. But wildfire will be the hazard that is profiled; lightning will be noted as a contributing factor that can cause wildfires.
- (Wildfire) Scott Sellman - We are seeing more small wildfires. We have had about 3 in the last 20 years. They are mitigated by the local FDS and
- (Extreme Temps) Lisa Thibodeau - Extreme heat events are expanding throughout the year, and extreme cold events are contracting.
- (Extreme Temps) Scott Sellman - The county does not have an official warming or cooling shelter. In the event we need to care for displaced people due to an extreme temperature event, we would look to the county EOP procedures and work with our community and agency partners as needed.

DQ#3: *Do you have any ideas for specific mitigation activities for implementation at the county or local level?*

- During the presentation there were no comments.

The meeting concluded with an overview of next steps and estimated timeline for completion.

MEETING DOCUMENTATION

Attached are additional documentation items for the Chisago County HMP Mtg #1:

- Mtg #1 Email Invitation to RSVP
- Mtg #1 Pre-meeting Materials: Email, HMP Overview Handout, Discussion Questions Response Form, and HMA Grants Program Overview
- Mtg #1 Power Point Presentation Slides

Meeting Summary Prepared By: Bonnie Hundrieser, U-Spatial@UMD Project Team

From: [Scott R. Sellman](#)
Cc: [Bonnie Hundrieser](#); [Stacey Stark](#)
Subject: HMP Meeting
Date: Tuesday, January 2, 2024 2:01:42 PM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
[Facebook_00691092-0052-4314-965b-5e0cc2e2d380.png](#)
[Twitter_6c2974c3-46a1-4be4-ac64-8f94b7c8b084.png](#)
[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)

CHISAGO COUNTY

HAZARD MITIGATION PLAN UPDATE – MEETING INVITATION

Greetings,

Your presence is requested at a Planning Team Meeting for the update of the **Chisago County Hazard Mitigation Plan**. You are requested to participate in this vital meeting because you have a position of administrative or departmental responsibility within either the county, a municipal government, or are a key stakeholder related to the planning process. Emergency Managers from neighboring jurisdictions are also encouraged to attend so we may strengthen our shared mitigation efforts.

We will be holding the meeting virtually using Zoom video/phone conferencing:

Date: Wednesday, February 14, 2024

Time: 1:00 – 2:30 p.m.

Zoom Link: https://umn-private.zoom.us/webinar/register/WN_yzxaR0OZRkiuEKuruiBl_g

You must click on the link above to register. (Ctrl+Click to follow link) When you register, you will automatically be placed on an RSVP list and will be sent an email confirmation.

About the Plan

The update of the Chisago County Hazard Mitigation Plan (HMP) is a requirement by the State of Minnesota Department of Homeland Security & Emergency Management (HSEM) as well as the Federal Emergency Management Agency (FEMA) every 5 years. Our last plan is due for an update and our planning is currently underway. The plan addresses the natural hazards that face Chisago County and will result in the identification of mitigation actions and projects that will help to reduce or eliminate the impact of future hazard events, such as flooding and severe winter or summer storms.

Your participation in this plan update is important for several reasons:

1. You will help to identify critical mitigation actions to implement at the county / municipal level, and how they can be integrated with existing plans, policies, or project efforts.
2. Participating jurisdictions will be eligible to apply for FEMA hazard mitigation grant funding.

3. Mitigation planning is necessary to keep our communities resilient against future disasters and reduce the costs of recovery.
4. FEMA requires documentation of how local government and key stakeholders participated in the planning process.

During this meeting we will review and prioritize the natural hazards that pose risk to Chisago County and individual communities and discuss a range of mitigation measures for local implementation. The meeting will be facilitated by personnel from U-Spatial at the University of MN Duluth who are working closely with us on this project.

We look forward to you joining us for this important meeting.

Thank you

Scott



Scott Sellman | Director, Emergency Management &
Homeland Security
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Scott.Sellman@chisagocountymn.gov
Phone: 651-213-6313



'The Chisago County Sheriff's Office vision is to ensure the quality of life in our community through excellence in public safety. To accomplish this, the sheriff's office will build community partnerships, collaborate with other law enforcement agencies, be fiscally responsible and provide more effective and efficient services.'

NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

From: [Bonnie K Hundrieser](#) on behalf of [hundrieserconsulting@outlook.com](#)
To: ["Scott.Sellman@chisagocountymn.gov"](#); ["Brandon.Thyen@chisagocountymn.gov"](#);
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["douglas.berglund@co.washington.mn.us"](#); ["aabentley@burnettcounty.org"](#); ["lisa.mcmahon@polkcountywi.gov"](#)
Cc: [Stacey Stark](#)
Subject: Chisago County 2/14/24 HMP Planning Team Meeting Materials
Date: Monday, February 12, 2024 8:56:00 AM
Attachments: [Chisago County 2023-2024 HMP Overview handout.pdf](#)
[Chisago County HMP Mtg. #1 Discussion Questions.docx](#)
[HSEM HMA Grants Program Overview.pdf](#)
Importance: High

Greetings,

The Chisago County Hazard Mitigation Plan (HMP) Update – Planning Team Meeting #1 will be held via Zoom on **Wednesday, February 14, 2024 from 1:00 – 2:30 p.m.** This meeting is a critical step in the plan update process where we meet with county and local government officials, departmental staff, and other agency stakeholders to provide an overview of the plan update and gather important feedback.

Attached are several items that we will reference during the meeting.

1. **Chisago County 2023-2024 Hazard Mitigation Plan Update Overview**
2. **Chisago County HMP Planning Team Meeting #1 - Discussion Questions.** If you are registered for the meeting, you are encouraged to review and fill out the form in advance. If you are not able to join us, we welcome your feedback by returning the Discussion Questions form via email. Please return your form prior to the meeting so that we may include you in the list of meeting participants and include your feedback in the meeting documentation.
3. **HSEM Hazard Mitigation Assistance (HMA) Grants Program Overview**

If you have not registered yet but wish to do so, please control+click on the following registration link: https://umn-private.zoom.us/webinar/register/WN_yzxaR0OZRkiuEKuruiBI_g

We look forward to meeting with you! If you have any questions, please let me know.

Thank you,
Bonnie Hundrieser

Bonnie K. Hundrieser, CEM

Hazard Mitigation Planning Specialist

Part of the **U-Spatial@UMD** HMP Planning Team

Hundrieser Consulting LLC

Phone: 218-343-3468



Chisago County 2023-2024 Hazard Mitigation Plan Update Overview

During 2023-2024, U-Spatial at the University of Minnesota Duluth (U-Spatial@UMD) will be working to update the **Chisago County Hazard Mitigation Plan (HMP)**. Our team consists of UMD staff who specialize in GIS applications and research and Hundrieser Consulting LLC, who specializes in stakeholder engagement and mitigation strategies.

Overview

Following are key points regarding the Chisago County HMP Update:

Plan Requirement: It is a state and federal requirement that local governments develop and adopt an updated HMP every 5 years to be eligible for FEMA hazard mitigation assistance grant program funding. Plans must include a comprehensive risk assessment, engage a range of stakeholders and the public, and result in a plan of action to reduce risk from future natural hazard events.



Who the Plan Covers: The HMP is a multi-jurisdictional plan, covering all of Chisago County, including all cities and townships within the county. The plan also takes into consideration the needs and concerns of other stakeholders such as schools, watershed districts, and agencies or organizations involved in mitigation or services to vulnerable populations within the county.

Who Participates: The HMP is developed in coordination with a local “planning team,” which includes county, city, and township government officials and departmental staff and other related key stakeholders. The team participates in two meetings, assists with public outreach, and provides information to help inform the plan update. Input is also sought from the larger public via news releases, social media, and public events. Planning team members and the public help to review and comment on the draft plan.

Plan Content: The HMP addresses the natural hazards that pose risk to Chisago County, such as flooding, severe winter storms, windstorms, tornadoes, extreme temperatures, and drought. A hazard profile is developed for each hazard prioritized as moderate to high. Each profile includes a description, incident history, geographic variability, future probability, relationship to changing climate trends and local vulnerabilities, as well as a review of planning and program capabilities. The HMP results in a plan of action for implementation.

Timeframe: The planning process generally occurs over the course of 14-18 months from start to finish.

Final Product: The Chisago County HMP will include a PDF plan and an accompanying interactive website.

Contact:

Stacey Stark, U-Spatial Associate Director (HMP Project Manager)
Phone: (218) 726-7438 / Email: slstark@d.umn.edu

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Chisago County Hazard Mitigation Plan Update

Planning Team Meeting #1 Discussion Questions

As part of the Chisago County 1st HMP Planning Team meeting, we will be covering several key discussion items. Your input is important to ensure the plan update reflects current concerns, priorities, and ideas for mitigation activities to reduce risk. Following are **3 discussion questions** where we will be seeking your feedback.

Meeting participants are encouraged to take down notes prior to the meeting using this form. You may also submit your form electronically if you wish to provide your written notes. Forms should be returned to: hundrieserconsulting@outlook.com

Please provide your contact information:

Name:

Jurisdiction/Agency:

Job Title:

Phone:

Email:

1. Outreach to Vulnerable Populations / Underserved Communities

As part of the planning process, FEMA specifically seeks to ensure that communities have addressed how vulnerable populations and underserved communities within the planning area were provided an opportunity to be involved. We are interested in what this means for your county and local community.

DISCUSSION QUESTION: Are there any vulnerable populations or underserved communities you would identify for Chisago County or within your own local jurisdiction? If so, are there any best outreach methods to use to provide an opportunity to participate?

Type any comments

2. Review of Hazard Risk Prioritization

As part of the planning process, FEMA specifically seeks to ensure that participants have reviewed the natural hazards that pose risk to the county and its jurisdictions and consider how the priority of those hazards may have changed. Below are the natural hazards were addressed in the county's past hazard mitigation plan and the risk priorities that were noted for each.

CHISAGO COUNTY 2017 HAZARD MITIGATION PLAN

Hazards	Risk Priority
Flood	High
Structural Fire/Wildfire	High
Severe Summer Weather (thunderstorms, windstorms, hail, lightning, and excessive heat)	Moderate

Severe Winter Weather (blizzard, severe cold, heavy snow and winter storms)	Low
Tornado	Low
Landslides	Not Addressed

DISCUSSION QUESTION: What do you feel should be recorded as the updated hazard prioritizations for the Chisago County 2023 HMP? Consider the likelihood of events occurring and impacts to local vulnerabilities. Please use the chart below to note your answers.

CHISAGO COUNTY 2023 HMP UPDATE - HAZARD RISK PRIORITIZATIONS

Hazards	Risk Priority (Low, Moderate, or High)	Comments
Flood		
Windstorms		
Tornadoes		
Hail		
Lightning		
Severe Winter Storms (heavy snow, blizzards, ice storms)		
Extreme Heat		
Extreme Cold		
Wildfire		
Landslides		
Dam/Levee Failure		

3. Identification of Mitigation Actions

The end-result of the Chisago County HMP will be a set of jurisdictional mitigation action charts which will provide a course of action for the county and each city jurisdiction to reduce risk against future hazard events. The development of mitigation actions will be drawn from local-level hazard priorities, known vulnerabilities, and local capabilities to implement actions. The development of mitigation actions is guided by different types of strategies, including: Local Planning & Regulations, Structure & Infrastructure Projects, Natural Systems Protection, Education & Awareness Programs, and Mitigation Preparedness & Response Support. We are interested to know what ideas you may have for mitigation activities that can be incorporated into our planning as we move forward. Please be as specific as possible. For example, “Construct a tornado safe room for the City of X mobile home park.” “Increase the size of culverts on township roads to reduce over the road flooding and erosion from high rain events.”

DISCUSSION QUESTION: Do you have any ideas for specific mitigation activities for implementation at the county or local level?

Type any comments



HAZARD MITIGATION ASSISTANCE

Hazard Mitigation Assistance (HMA) grant programs provide funding with the aim to reduce or eliminate risk to property and loss of life from future natural disasters. HMA programs are typically a 75%/25% cost share program. The federal share is 75% of total eligible project reimbursement costs. The local applicant is responsible for 25% of the project costs. The amount of HMGP funds availability is based on a percent of Public Assistance provided by Federal Emergency Management Agency (FEMA).

- Hazard Mitigation Grant Program (HMGP) funds assists in implementing long-term hazard mitigation measures following a Presidential major disaster declaration.
- Pre-Disaster Mitigation (PDM) provides funds for hazard mitigation planning and projects on an annual basis.
- Flood Mitigation Assistance (FMA) provides funds on an annual basis to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP).

Who is eligible for grant funding?

All applicants must have or be covered under an approved Hazard Mitigation Plan. Eligible applicants include: State and local governments; certain private non-profit organizations or institutions; and Tribal Communities

What types of projects can be funded?

All projects must be eligible, technically feasible, and cost-effective. All projects are subject to environmental and cultural resource review. Examples of projects include:

- **Advance Assistance** may be used to develop mitigation strategies and obtain data, including for environmental and historic preservation compliance considerations, and develop complete project applications in a timely manner.
- **Aquifer Storage and Recovery** (ASR) projects serve primarily as a drought management tool, but can also be used to reduce flood risk and restore aquifers that have been subject to overdraft. The concept is to capture water when there is an abundant supply, store the water in subsurface aquifers, and recover water from the storage aquifer when needed. Storing water underground can help protect it from pollutants, evaporation, and weather events.
- **Floodplain and stream restoration** (FSR) projects are used primarily to reduce flood risk and erosion by providing stable reaches, and may also mitigate drought impacts. FSR projects restore and enhance the floodplain, stream channel and riparian ecosystem's natural function. They provide base flow recharge, water supply augmentation, floodwater storage, terrestrial and aquatic wildlife habitat, and recreation opportunities by restoring the site's soil, hydrology and vegetation conditions that mimic pre-development channel flow and floodplain connectivity.
- **Flood Diversion and Storage** (FDS) projects often are used to reduce flood risk, but also can be used to mitigate drought and improve ecosystem services. These projects involve diverting floodwaters from a stream, river, or other body of water into a conduit such as a canal, pipe, or wetland and storing them in an above-ground storage facility. Water is then slowly released, reducing flood risk.

- **Green Infrastructure Methods** are a sustainable approach to natural landscape preservation and storm water management. Include in *eligible hazard mitigation activities* as well as provide additional ecosystem benefits. Ecosystem-based approach to replicate a site's pre-development, natural hydrologic function. Benefits include: Increase water supply, improved water quality, can be scaled to size and designed to fit site conditions.
- **Property Acquisition and Structure Demolition or Relocation** – The voluntary acquisition of an existing at-risk structure and the underlying land, and conversion of the land to open space through the demolition or relocation of the structure. The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.
- **Retrofit Flood-Prone Residential Structures** are changes made to an existing structure to reduce or eliminate the possibility of damage to that structure from flooding, erosion, or other hazards. Examples of this mitigation are primarily elevation of structures above flood levels and floodwalls.
- **Safe Room Construction** - Safe room construction projects are designed to provide immediate life-safety protection for people in public and private structures from tornado and severe wind events. Includes retrofits of existing facilities or new safe room construction projects, and applies to both single and dual-use facilities
- **Minor Localized Flood Reduction Projects** - Projects to lessen the frequency or severity of flooding and decrease predicted flood damages, such as the installation or up-sizing of culverts, and stormwater management activities, such as creating retention and detention basins. These projects must not duplicate the flood prevention activities of other Federal agencies and may not constitute a section of a larger flood control system.
- **Infrastructure Retrofit** - Measures to reduce risk to existing utility systems, roads, and bridges.
- **Soil Stabilization** - Projects to reduce risk to structures or infrastructure from erosion and landslides, including installing geotextiles, stabilizing sod, installing vegetative buffer strips, preserving mature vegetation, decreasing slope angles, and stabilizing with rip rap and other means of slope anchoring. These projects must not duplicate the activities of other Federal agencies. *New tools for Bioengineered Shoreline Stabilization, Bioengineered Streambank Stabilization.*
- **Wildfire Mitigation** - Projects to mitigate at-risk structures and associated loss of life from the threat of future wildfire through: Defensible Space for Wildfire, Application of Ignition-resistant Construction and Hazardous Fuels Reduction. *New tool for Bioengineered Wildfire Mitigation.*
- **HMGP only - 5 Percent Initiative Projects** – These projects, which are only available pursuant to an HMGP disaster, provide an opportunity to fund mitigation actions that are consistent with the goals and objectives of approved mitigation plans and meet all HMGP program requirements, but for which it may be difficult to conduct a standard Benefit-Cost Analysis (BCA) to prove cost-effectiveness.

How do I apply?

Start by submitting a Notice of Interest, available on HSEMs website at:

<https://dps.mn.gov/divisions/hsem>

Where can I obtain further information?

For additional information about the HMA grant program, you can refer to the FEMA website:

<http://www.fema.gov/hazard-mitigation-assistance>

CHISAGO COUNTY Hazard Mitigation Plan Update 2024

Planning Team Meeting #1
Presentation & Discussion, 2/14/24



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Welcome & Introductions

U-Spatial@UMD Project Leads



Stacey Stark
Project Manager
U-Spatial@UMD



Bonnie Hurdieser
HMP Planning Specialist
Hurdieser Consulting LLC

Chisago County Project Lead

- Scott Sellman, Chisago County
Emergency Management &
Homeland Security Director



Please type your name and jurisdiction in CHAT – so others know who is here

PRESENTER: STACEY STARK

Zoom Logistics

If you haven't yet, please type your Chisago and jurisdiction or department in the Chat window

PLEASE REMAIN MUTED AND VIDEO OFF SO EVERYONE CAN HAVE THE BEST EXPERIENCE.

USE CHAT:

- Send a message to everyone
- Send a message to individuals or the presenters
- Send a message to host to ask for help or ask a question that isn't for the whole group. The host is Stacey Stark



ASK TO SPEAK:



PRESENTER: STACEY STARK

Meeting Purpose & Agenda

The purpose of this meeting is to formally convene the **Chisago County HMP Planning Team** for a presentation on the plan update and to discuss key items required for the plan update.

AGENDA

- Welcome & Introductions
- Review of HMP Overview (*handout)
- Review of Past Hazard Risk Prioritization, Hazard Profiles, and New Priorities
- Overview of Mitigation Strategies, Actions
- Overview of FEMA HMA grant program
- Discuss local mitigation ideas
- Overview of Next Steps

Throughout the presentation we will cover key discussion questions to gather your input!

PRESENTER: STACEY STARK

HMP OVERVIEW – KEY POINTS

CHISAGO COUNTY 2024 HMP UPDATE

Plan Requirement

The Hazard Mitigation Plan (HMP) is a requirement of the Federal Disaster Mitigation Act of 2000 (DMA 2000).

- The development of a local government plan is required to maintain eligibility for FEMA HMA grant programs.
- Plans must be updated every 5 years.
- Must address all jurisdictions and engage key stakeholders + the public
- Must be approved by FEMA for meeting all federal requirements.

Chisago County HMP Update 2024

- Last plan was adopted in 2017.
- The updated plan will cover a 5-year window for implementation and grant program eligibility
- Participating jurisdictions must have documented engagement in the planning process and adopt the final plan.



PRESENTER: BONNIE HURDIESER

Who the Plan Covers

This is a **multi-jurisdictional plan** that covers Chisago County, including all cities and townships within the county.

The plan also takes into consideration the needs and concerns of other stakeholders such as schools, watershed districts, and agencies or organizations involved in mitigation or services to vulnerable populations within the county.



PRESENTER: BONNIE HUNDRIESER

Who Participates



Planning Team

The HMP is developed in coordination with county, city, and township government officials and departmental staff and other related key stakeholders.

- Two planning team meetings
- Assistance with public outreach
- Participation in Local Mitigation Survey, Mitigation Action Chart development, and final plan review

The Public

It is required to provide an opportunity to the public to be aware of and provide input to the HMP plan update process.

- Information is shared via news releases, social media, local bulletin boards, and public events.
- Public outreach must include vulnerable populations or underserved communities within the planning area.

PRESENTER: BONNIE HUNDRIESER

Discussion Question #1:

Who are the vulnerable populations or underserved communities in Chisago County or within your own local jurisdiction?

What are outreach methods to provide these groups an opportunity to participate?

Plan Content

What Hazards are Addressed

- The HMP addresses the **natural hazards** that pose risk to the county and its jurisdictions.
- Manmade hazards are not required to be addressed (per the DMA 2000).
- Hazards that are deemed to be of low risk may be omitted from the plan.
- Hazard risk may differ in cities and the county overall.

Flooding	Hail	Drought
Dam/Levee Failure	Lightning	Extreme Heat
Wildfire	Winter Storms	Extreme Cold
Windstorms	Landslides	Earthquakes
Tornadoes	Sinkholes & Karst	Coastal Erosion

Natural hazard categories as per the State Hazard Mitigation Plan

Poll #1

PRESENTER: BONNIE HUNDRIESER

Plan Content

Risk Assessment & Vulnerability Analysis

The U-Spatial@UMD Team will work closely with the county and each city to provide information as needed.

- History of hazard events.
- Inventory of critical infrastructure.
- Identify any factors (i.e., new development) that may increase the community's vulnerability.
- Review social vulnerability factors.
- Identify if and how risk priorities have changed since the last plan. (Increased / Decreased)



PRESENTER: STACEY STARK

Timeframe for development & Plan Format

Timeframe:

The planning process generally occurs over the course of 14-18 months from start to finish.

- The Chisago County Plan will be completed in 2024.

Format:

- PDF document (paper version)
- Interactive website companion
- Developed and hosted by U-Spatial at UMD



Comments and Questions?

Hazard Prioritization

REVIEW OF THE HAZARD RISK PRIORITIES FOR
CHISAGO COUNTY

Chisago County 2017 HMP Risk Rankings

Flood	High
Structural Fire/Wildfire	High
Severe Summer Weather (thunderstorms, windstorms, hail, lightning, and excessive heat)	Moderate
Severe Winter Weather (blizzard, severe cold, heavy snow and winter storms)	Low
Tornado	Low
Landslides	Not Addressed
Drought	Not Addressed

Has the level of priority for the following natural hazards changed for Chisago County?

Please consider:

- Increase or decrease of events (probability)
- Local vulnerabilities (impacts to people, systems, and infrastructure)
- New development and population growth

Poll #2

PRESENTER: STACEY STARK

Discussion Question #2

What should be recorded as the updated Hazard Prioritizations for the Chisago County 2024 HMP?

<https://z.umn.edu/ChisagoHMP>

PRESENTER: STACEY STARK

Natural Hazards
Assessment on Website-
Demo

CHISAGO COUNTY HMP UPDATE Review of hazard prioritizations

2017			Hazards	2024 Risk Priority (Low, Moderate, or High)
	Flood	High	Flooding	
	Structural Fire/Wildfire	High	Windstorms	
	Severe Summer Weather (thunderstorms, windstorms, hail, lightning, and excessive heat)	Moderate	Tornadoes	
			Hail	
			Lightning	
	Severe Winter Weather (blizzard, severe cold, heavy snow and winter storms)	Low	Winter Storms (heavy snow, blizzards, ice storms)	
			Extreme Heat	
			Extreme Cold	
	Tornado	Low	Drought	
	Landslides	Not Addressed	Wildfire	
	Drought	Not Addressed	Landslides	
			Dam/Levee Failure	

Comments and Questions?

Mitigation Strategies, Actions & FEMA HMA grants

DEVELOPMENT OF MITIGATION ACTIONS AND
ELIGIBLE ACTIVITIES FOR FEMA HAZARD
MITIGATION ASSISTANCE GRANT FUNDING

PRESENTER: BONNIE HUNDRIESER

Overview of Mitigation Actions



Mitigation Action Charts are the end product of the HMP.

- Mitigation actions address hazards of moderate to high priority.
- Mitigation actions are specific.
- Mitigation actions address known vulnerabilities.
- Mitigation actions utilize capabilities to reduce risk.
- Jurisdictional mitigation action charts will be developed for the county and each city. Townships and other related agency mitigation efforts will be integrated where appropriate.

PRESENTER: BONNIE HUNDRIESER

FEMA HMA Grant Funding



Eligible Activities:

- All applicants must be covered by an approved HMP
 - Cost share: Federal 75%, Applicant 25%
 - Projects must address risk reduction.
 - Eligible projects must be identified in the plan of action.
- Property Acquisition (flooding/erosion)
Tornado Safe Rooms (new/retrofit)
Infrastructure Retrofits (utility systems, roads & bridges)
Wildfire Mitigation
Soil Stabilization
Flood Risk Reduction
Green Infrastructure
Other projects difficult to conduct a standard BCA

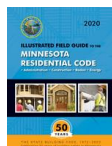
PRESENTER: BONNIE HUNDRIESER

Local Planning & Regulations



Examples:

- Enrollment in the NFIP and enforcement of county and local floodplain ordinances.
- Participation in regional One Watershed, One Plan (1W1P) and partnership projects
- Working with mobile home parks to be in compliance with Minnesota State statutes for storm shelters & evacuation plans.
- Permitting for new development and adhering to MN state building codes to reduce impacts of severe weather to structures.



PRESENTER: BONNIE HUNDRIESER

Structure & Infrastructure Projects

Examples:

- Installation of new outdoor warning sirens
- Construction of safe rooms / storm shelters
- Burying powerlines to reduce power failure
- Conducting property buyouts for flooding
- Addressing road, bridge, culvert, and drainage ditch improvements to reduce localized flood risks
- Protection of vulnerable critical infrastructure such as lift stations and Fire Halls



PRESENTER: BONNIE HUNDRIESER

Natural Systems Protection

Examples:

- Conduct vegetation management along roads to reduce the risk of downed trees and branches resulting from severe storms. (County, Local, Electric Coop)
- Planting Living Snow Fences to reduce snow drifting
- Installing Rain Gardens to reduce impacts of high rain events



PRESENTER: BONNIE HUNDRIESER

Education & Awareness Programs

Examples:

- Promoting sign-up for the county's emergency notification system and EM Facebook page.
- Providing presentations and information on preparedness at schools, special facilities, and public events.
- Participation in the NWS Severe Weather Awareness Weeks and SKYWARN Storm Spotter Training
- Outreach to vulnerable populations



PRESENTER: BONNIE HUNDRIESER

Mitigation Preparedness & Response Support

Examples:

- Acquire generators for backup power of critical infrastructure and key facilities
- Update of county EOP
- Conduct local and regional shelter planning
- Preparation for extended power outages and evacuation of vulnerable populations.
- Testing of outdoor warning sirens.
- Participate in regional EM planning, training, and exercising



PRESENTER: BONNIE HUNDRIESER

Discussion Question #3

Do you have any ideas for specific mitigation activities for implementation at the county or local level?

PRESENTER: BONNIE HUNDRIESER



Following Planning Team Meeting #1

Development of Local Mitigation Surveys

Representatives from Chisago County and each city jurisdiction will participate in filling out Local Mitigation Survey forms. These forms include:

- Local hazard identification & risk prioritization.
- Local vulnerabilities (critical infrastructure, populations or assets)
- Local-level capabilities (programs, policies, staff, funding)
- Identify local mitigation projects.

PRESENTER: BONNIE HUNDRIESER

Questions?

What questions do you have for U-Spatial@UMD about development of the HMP or next steps?

PRESENTER: STACEY STARK

Contact Information

Stacey Stark, MS, GISP

U-Spatial@UMD

slstark@d.umn.edu

218-726-7438



Bonnie Hundrieser, HM Planner

Hundrieser Consulting LLC

hundrieserconsulting@outlook.com

218-343-3468



PRESENTER: STACEY STARK

Chisago County HMP Planning Team Meeting #2

10/29/24 Meeting Summary & Documentation

Summary: On Tuesday, October 29, 2024, Chisago County Emergency Management convened key county, city, and township representatives, as well as neighboring jurisdictions and other stakeholders to participate in the 2nd and final Planning Team Meeting for the update of the Chisago County Hazard Mitigation Plan (HMP). The purpose of the meeting was to formally convene the Chisago County HMP Planning Team for a presentation on the draft plan and discussion of key items prior to public review and submission of the plan to HSEM and FEMA. The meeting was held via Zoom webinar video conference and was facilitated by Stacey Stark and Bonnie Hundrieser of the U-Spatial@UMD project team.

Stakeholder Invitations: Chisago County Emergency Management invited all stakeholders included on the county's HMP Update Jurisdictional Contact List (JCL), which includes the key County Contacts, City Contacts, Township Contacts, Other Stakeholder Contacts, and Neighboring Jurisdiction Contacts identified to be invited to participate in the plan update process. Contacts were encouraged to engage additional staff or to send someone in their stead if they could not attend. A copy of the county's Jurisdictional Contact List is provided in *Appendix F Steering Committee Meetings*.

Meeting Participants: A total of **41** people attended the meeting. Representation included elected officials and departmental staff from Chisago County and the cities of Center City, Chisago City, Lindstrom, North Branch, Rush City, Stacy, Taylors Falls, and Wyoming. The cities of Harris and Shafer were not available to participate and were not in attendance. Other stakeholders, including neighboring jurisdictions, participated in the meeting. A participant list is provided below:

	Name	Organization	Job Title
1	Scott Sellman	Chisago County Emergency Management	Emergency Management Director
2	Jodi Budde	Chisago County Public Health Department	Public Health Emergency Preparedness Coordinator
3	Susanna Wilson Witkowski	Chisago County	Water Resource Manager
4	Ben Elfelt	Chisago County Lakes Improvement District	Administrator
5	Joe Triplett	Chisago County Public Works	Director
6	Chase Burnham	Chisago County	County Administrator
	Lisa Thibodeau	Chisago County MN	Solid Waste Administrator
8	Marlys	Chisago County	Commissioner
9	Madelyn Willaert	Chisago County Public Health	Community Health Supervisor
10	Victoria Deitschman	Chisago County Public Health	Environmental Community Health Specialist
11	Annalise Wiger	Chisago County Public Health	Disease Prevention and Control Coordinator
12	Jon Eckel	Chisago County	DES Director / CIO
13	Dennis Wilton	Chisago County	Assistant Director Enterprise Services

14	Jill Behnke	City of Center City	Mayor
15	Shawn Gallagher	City of Center City	Public Works Supervisor
16	John Pechman	City of Chisago City	City Administrator
17	Zach Reed	City of Chisago City Fire & Rescue	Fire Chief
18	Matt Fraley	City of Lindstrom	Public Works Director
19	Shawn Williams	City of North Branch	Public Works Director
20	Angela Tveit	City of North Branch	Public Works Administrative Assistant
21	Nate Sondrol	City of North Branch	GIS/Parks Director
22	Linda	City of North Branch	City Administrator
23	Patrick Heinen	City of North Branch Fire Dept.	Chief
24	Dan Meyer	City of North Branch Police Dept.	Police Chief
25	Amy Mell	City of Rush City	City Administrator
26	TJ POTRAMENT	City of Stacey - Lent Fire Dept.	Fire Chief
27	Sherrie	City of Taylors Falls	City Clerk
28	Robb Linwood	City of Wyoming	City Administrator
29	Neil Bauer	City of Wyoming	Police Chief/Public Safety Director
30	Michelle Meis	Nessel Township	Supervisor
31	Brian Dietz	Chisago Lakes School District	Superintendent
32	Sara Paul	North Branch Area Public Schools	Superintendent
33	Zach Berg	North Branch Public Schools	Director of Buildings and Grounds
32	James	Forest Lake Schools	Supervisor of Buildings and Grounds
35	Chad Chelgren	Forest Lake School District	Assistant Buildings and Grounds Supervisor
36	Denise Stewart	Lakes and Pines Community Action Council	Executive Director
37	Emily Heinz	Comfort Lake-Forest Lake Watershed District	Planning Coordinator
38	Jon Dotterer	MN HSEM	Regional Program Coordinator
39	Lisa McMahon	Polk County, WI Emergency Management	Emergency Management Coordinator
40	Clinton Maxson	Isanti County Emergency Management	Emergency Manager
41	Allison Strohl	Washington County Sheriff's Office	Senior Planner, Emergency Management

Presentation Overview: The PowerPoint presentation covered the following items about the process and content of the plan update. A PDF of the presentation slides is included with this meeting summary.

- Meeting Purpose and Agenda
- About the Project Team
- Overview of Plan Update

- Who the Plan Covers
- Who Needs to Participate
- Overview of the Structure of the HMP (Website and PDF)
- Prioritization of Natural Hazards
- Review of Risk Assessment Factors and Hazard Profiles
- Overview of Mitigation Action Charts and FEMA HMA Grant Funding
- Review of Mitigation Strategies and Actions
- Open Discussion (Comments and Questions)
- Discussion of Next Steps & answer your questions

The opening PowerPoint presentation covered a re-cap of key points about the plan update, a review of the Risk Assessment & Vulnerability Analysis, an overview of FEMA Hazard Mitigation Assistance (HMA) grant funding; an overview of how mitigation actions are developed and an overview of the jurisdictional Mitigation Action Charts (MACs). Following the presentation, participants were provided with an opportunity to review and discuss the county and local mitigation action charts. This discussion period offered a facilitated opportunity for participants to consider any changes or new additions to the MACs prior to completion of the draft plan for public review.

CHISAGO COUNTY HMP PLANNING TEAM MEETING #2 DISCUSSION NOTES

- Jodi Budde: The Mitigation Plan appears to address natural disasters. What about man-made like chemical spills, radiologic emergency, manufacturing accidents?

Stacey Stark: Non-natural hazards are not addressed in this plan. They are out-of-scope for the FEMA hazard mitigation plan and not part of our contract.
- Jodi Budde: Does flood risk assume dam breach at all?

Stacey Stark: The flood mapping does not consider dam breaching. For any high-hazard potential dams within the county, we look at EAP's and inundation areas.
- Lisa Thibodeau: There is a dam in Taylors Falls on the St. Croix River

Stacey Stark: The Taylors Falls Wall is classified as having high hazard potential, as is the Saint Croix Falls Dam in adjacent Polk County, Wisconsin. As both the dam and dike are owned by Excel Energy, I don't expect there are any mitigation actions the county is involved with, but please let me know if there is information that should be included in the plan beyond general descriptions
- Jodi Budde: Is it possible to put as many residents in Code Red and then they opt out rather than having to opt in?

Scott Sellman: No, if they have a hard-line phone, they are automatically in. But, they have to sign up if they wish to use cell phone.
- Lisa McMahon: Something for you all to consider, using IPAWS allows you to bypass needing to have opt-ins to send WEA alerts. Also, Polk County, WI is considering switching to Everbridge, as they have better coverage than CodeRED. We aren't very happy with CodeRED anymore.

Scott Sellman- Chisago County does have IPAWS. Those notifications are sent out through our Communications Center, but have to meet guidelines on what we can send out.

- Lisa McMahon to Everyone: The website looks really nice. I like how you can narrow down information to your city/area
- Lisa Thibodeau: When it is ready for the public review period, how will people find the website you detailed earlier, will it be attached to the County and City websites, or is it a stand-alone website?

Bonnie Hundrieser: Links to the website will be included in the news release, as well as a QR code that people can scan in case they are reading a hardcopy of the news release posted. The news release will be posted to the county website, social media, and shared locally by local jurisdictions and other stakeholders via websites, social media, etc.

Meeting Conclusion: The meeting concluded with an overview and timeline of the upcoming next steps for public review and submission of the draft plan to HSEM and FEMA for final review and approval.

Attached are the following documentation items for the Chisago County HMP Meeting #2:

- Meeting Invitation to Stakeholders
- PowerPoint Presentation Slides
- Information Handouts

Meeting Summary Prepared By: Bonnie Hundrieser, U-Spatial@UMD Project Team

From: [Scott R. Sellman](#)
To: [Scott R. Sellman](#); [Brandon J. Thyen](#); [Chase E. Burnham](#); [Assessor](#); [PublicWorks](#); [Courtney I. Wehrenberg](#); [Jodi D. Budde](#); [HumanServices](#); [Enterprise Services Directors](#); [EnvServices](#); [Kurt M. Schneider](#); [Lisa A. Thibodeau](#); [Chisago Lake - Lake Improvement District](#); [Susanna Wilson Witkowski](#); [Nancy Hoffman](#); [County Parks](#); [Jim R Swenson](#); [Richard J. Greene](#); [Marlys L. Dunne](#); [Ben J. Montzka](#); [Dan D. Dahlberg](#); [cityclerk@centercitymn.us](#); [Mayor Behnke](#); [travis](#); [Jpechman](#); [wschlumbohm@lakesareapd.com](#); [z reed](#); [bgustafson@ci.chisago.mn.us](#); [clerk@harrismn.com](#); [firechief@harrismn.com](#); [mayor@harrismn.com](#); [mglenna@cityoflindstrom.us](#); [molson@cityoflindstrom.us](#); [sellman@cityoflindstrom.us](#); [jchartrand@cityoflindstrom.us](#); [jasonz@ci.north-branch.mn.us](#); [danm@ci.north-branch.mn.us](#); [path@ci.north-branch.mn.us](#); [kevins@ci.north-branch.mn.us](#); [Amy Mell](#); [bob carlson](#); [cityhall@shafermn.com](#); [4ronald@frontier.com](#); [Phanson@shafermn.com](#); [deputycityclerk@stacymn.org](#); [tip@stacylentfire.com](#); [mayor@stacymn.org](#); [clerk@taylorsfalls.org](#); [chief@taylorsfalls.org](#); [b.weiberg@taylorsfalls.org](#); [rlinwood@wyomingmn.org](#); [Neil Bauer](#); [j.milligan](#); [amadortownship@gmail.com](#); [Sstirling.clt@gmail.com](#); [Clerk](#); [okuhnly@franconiatownship.com](#); [Richard Keller](#); [nessel1234@yahoo.com](#); [peter@treasuredhavenfarm.com](#); [shafertownship@outlook.com](#); [jnoordergraaf@sunrisetownship.com](#); [Jon.Dotterer@state.mn.us](#); [craig.mell@mn.nacdnet.net](#); [megan.lindberg@usda.gov](#); [brett.repulske@usda.gov](#); [michael.barnes@state.mn.us](#); [mike.kinney@clflwd.org](#); [jhahn@umn.edu](#); [emily.heinz@clflwd.org](#); [craig.wills@state.mn.us](#); [kayla.hagfors@ecemn.com](#); [pete.leibel@ecemn.com](#); [nbwlooffice@ci.north-branch.mn.us](#); [bdietz@isd2144.org](#); [spaul@isd138.org](#); [bstavig@rushcity.k12.mn.us](#); [smassey@flschools.org](#); [michaelelliott@clbspatriots.org](#); [denises@lakesandpines.org](#); [Michele.heaver@usc.salvationarmy.org](#); [linda.blackmore@redcross.org](#); [denise.baran@co.pine.mn.us](#); [kelly.schmitt@co.kanabec.mn.us](#); [Chad.Meyer@sheriff.co.isanti.mn.us](#); [terry.stoltzman@co.anoka.mn.us](#); [douglas.berglund@co.washington.mn.us](#); [aabentley@burnettcounty.org](#); [lisa.mcmahon@polkcountywi.gov](#)
Cc: [hundrieserconsulting@outlook.com](#); [Stacey Stark](#)
Subject: Chisago County Hazard Mitigation Plan Update
Date: Wednesday, September 18, 2024 10:44:30 AM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
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[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)

Please see the attached invite. Your attendance to this is important, so please attend if you can. This meeting will be VIRTUAL.

Greetings,

Your presence is requested at the **2nd Planning Team Meeting** for the update of the **Chisago County Hazard Mitigation Plan (HMP)**. You are requested to participate in this vital meeting because you have a position of administrative or departmental responsibility within either the county, a municipal government, or are a key stakeholder related to the planning process. Emergency Managers from neighboring jurisdictions are also encouraged to attend so we may strengthen our shared mitigation efforts. This meeting will be the final planning meeting for the HMP update process.

We will be holding the meeting virtually using Zoom webinar:

Date: Tuesday, October 29, 2024

Time: 1:00 p.m. – 2:30 p.m.

Register: [Control+Click here to follow to link to register for the meeting](#)

The purpose of this meeting is to provide an overview of the plan and interactive website, including a review of the updated risk assessment for natural hazards that affect the county. We will also discuss the Mitigation Action Charts that will be specific to Chisago County and each city, as well as funding opportunities available under the FEMA Hazard Mitigation Assistance grant programs.

Your participation in this meeting and feedback on the draft plan is important to us. The draft Chisago County HMP is nearing completion and will be ready for review by planning team members and the public in the coming weeks.

When you register, you will automatically be placed on an RSVP list. If you are not able to attend, please consider sending another representative in your stead.

Thank you,



Scott Sellman | Director, Emergency Management & Homeland Security

Chisago County Sheriff's Office

15230 Per Rd, Center City, MN 55012

Scott.Sellman@chisagocountymn.gov

Phone: 651-213-6313



'The Chisago County Sheriff's Office vision is to ensure the quality of life in our community through excellence in public safety. To accomplish this, the sheriff's office will build community partnerships, collaborate with other law enforcement agencies, be fiscally responsible and provide more effective and efficient services.'

NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This message has been encrypted for Chisago County, by Cisco Ironport

Chisago County Hazard Mitigation Plan Update 2024 Planning Team Meeting #2

October 29, 2024



U-SPATIAL
UNIVERSITY OF MINNESOTA DULUTH
Driven to Discover

Welcome & Introductions

U-Spatial@UMD Project Leads



Stacey Stark
Project Manager
U-Spatial@UMD



Bonnie Hundrieser
HMP Planning Specialist
Hundrieser Consulting LLC

Chisago County Project Lead

- Scott Sellman, Chisago County Emergency Management Director



Please type your name and jurisdiction in the CHAT – so others know who is here

PRESENTER: STACEY STARK

Zoom Logistics

If you haven't yet, please type your Chisago and jurisdiction or department in the Chat window

PLEASE REMAIN MUTED AND VIDEO OFF SO EVERYONE CAN HAVE THE BEST EXPERIENCE.

USE CHAT:

- Send a message to everyone
- Send a message to individuals or the presenters
- Send a message to host to ask for help or ask a question that isn't for the whole group. The host is Stacey Stark



ASK TO SPEAK:



PRESENTER: STACEY STARK

Meeting Purpose & Agenda

This meeting formally convenes the **Chisago County HMP Planning Team** for a presentation on the draft plan and discussion of key items prior to public review and submission of the plan to HSEM and FEMA.

Agenda

- Welcome & Introductions
- Recap of Key HMP Points
- Preview of Deliverables
- Review of Risk Assessment & Vulnerability Analysis in Website
- Overview of FEMA HMA Funding and Mitigation Action Charts
- Review & Feedback
- Next Steps



PRESENTER: STACEY STARK

Overview of Plan Update

Chisago County is updating its **Hazard Mitigation Plan (HMP)** to fulfill a state & federal requirement. The plan must be updated every 5 years. The last plan was adopted in 2017.

The purpose of the plan is to identify & assess natural hazards that pose risk to the county and its jurisdictions and **develop long-term strategies and mitigation actions** that will help to reduce or eliminate the impact of future hazard or disaster events.



Hazard Mitigation is any action taken to reduce or eliminate long term risk to people and property from natural disasters.

PRESENTER: BONNIE HUNDRIESER

Who the Plan Covers



This is a **multi-jurisdictional plan** that covers Chisago County, including all cities and townships within the county.

The plan also takes into consideration the needs and concerns of other stakeholders such as schools, watershed districts, and agencies or organizations involved in mitigation or services to vulnerable populations within the county.



PRESENTER: BONNIE HUNDRIESER

Stakeholder Involvement



Planning Team

- County and local government, other agencies & organizations.
- Participation in planning team meetings, public outreach, local mitigation survey, provision of spatial or other data, and review of draft plan.

The Public

- Opportunity to learn about the plan and provide feedback on local-level concerns, mitigation ideas, and review of draft plan.

PRESENTER: BONNIE HUNDRIESER

HMP Deliverables

PDF document:

- Contains FEMA required elements
- Limited figures & Images
- Links to Website integrated
- Summary of Hazard Identification
- Local Mitigation Summary Report
- Plans & Programs in Place
- Past Mitigation Action Review
- Planning Team Meetings
- Public Outreach & Engagement Documentation
- Mitigation Actions by Jurisdiction



Website companion:

- Links to PDF components and document
- Interactive maps and context
- Simple, concise explanations
- Multiple ways to navigate the content
- Public input form on site

PRESENTER: STACEY STARK

Prioritization of Hazards for Chisago County



Prioritization of hazards by the Chisago County planning team included consideration of:

- Probability and Severity of natural hazard events (risk)
- Observed increase or decrease in risk since last plan
- Jurisdictional variations in risk (i.e., local vulnerabilities, changes in development)

Natural Hazards	Current Priority
Flooding	High
Winter Storms	Moderate
Windstorms	Moderate
Hailstorms	Moderate
Tornadoes	Moderate
Wildfire	Moderate
Extreme Cold	Moderate
Extreme Heat	Moderate
Drought	Moderate
Lightning	Low
Landslides	Low
Dam Failure	Low

PRESENTER: STACEY STARK

Hazards Risk Assessment

- Validates the prioritization of hazards
- Provides probability and severity of future events as possible
- Identifies vulnerable populations and structures at risk as possible
- Considers variable jurisdictional vulnerability
- Informs Mitigation Actions in the HMP



PRESENTER: STACEY STARK

Website Demo

z.umn.edu/ChisagoHMP

Comments and Questions?

Overview of Mitigation Action Charts



Mitigation Action Charts are the end product of the HMP.

They demonstrate a community's 5-year plan to:

- Reduce future risk to natural hazard events.
- Address local vulnerabilities through targeted activities.
- Utilize local capabilities to implement actions.

★ Eligible FEMA HMA grant activities must be identified in the plan of action.

PRESENTER: BONNIE HUNDRIESER

FEMA Mitigation Grant Funding



Section 406

Available after a disaster occurs. Focuses on mitigation measures for facilities that have actually been damaged in a particular disaster.

Section 404

Requires an approved & adopted HMP. Funds mitigation projects for both damaged and non-damaged facilities. Several different grant programs.

Example Section 404 activities:

- Property Acquisition
- Tornado Safe Rooms
- Bury Overhead Powerlines
- Wildfire Mitigation
- Soil Stabilization
- Flood Risk Reduction
- Green Infrastructure
- Other projects difficult to conduct a standard BCA (i.e., tornado warning sirens, generators for critical facilities)

PRESENTER: BONNIE HUNDRIESER

Local Planning & Regulations



Chisago County Examples:

- Enforcement of floodplain ordinances
- Development of a new Chisago County Community Wildfire Protection Plan (CWPP)
- Enforce of watering restrictions during periods of extreme drought.
- Encourage all new development to follow state building codes to help withstand impacts of severe weather to structures.
- Working with MHPs on emergency evacuation and shelter plans



PRESENTER: BONNIE HUNDRIESER

Structure & Infrastructure Projects

Chisago County Examples:

- Upgrade outdated warning sirens / Install in areas of new development
- Construction of tornado safe rooms
- Burying powerlines to reduce power failure
- Conducting property buyouts for flooding (Taylors Falls)
- Expand and improve stormwater infrastructure improvements (i.e., upsize culverts)
- Weir Repair – Chisago County Lake Improvement District
- Comfort Lake-Forest Lake Watershed District flood hazard mitigation projects (i.e. flood storage) in Chisago and Washington counties



PRESENTER: BONNIE HUNDRIESER

Natural Systems Protection



Chisago County Examples:

- Conduct vegetation management along roads to reduce the risk of downed trees and branches resulting from heavy snow, ice, or high winds.
- Other examples:
 - Planting Living Snow Fences to reduce snow drifting
 - Creation of defensible space for wildfire
 - Installing Rain Gardens to reduce impacts of high rain events



PRESENTER: BONNIE HUNDRIESER

Education & Awareness Programs

Chisago County Examples:

- Promoting sign-up for the county's emergency notification system.
- Encouraging residents to be aware of and prepared for severe weather events, extreme temperatures, and extended power outages.
- Tornado Shelter in Place awareness
- Extreme Cold – avoiding frozen pipes
- Drought – water use restrictions / water conservation tips
- Wildfire – burning restrictions, Firewise activities



PRESENTER: BONNIE HUNDRIESER

Mitigation Preparedness & Response Support

Chisago County Examples:

- Acquire generators for backup power
- Update of county EOP
- Planning for warming/cooling centers
- Preparedness planning with facilities that house vulnerable populations
- Testing of outdoor warning sirens.
- Participate in regional EM planning, training, and exercising



PRESENTER: BONNIE HUNDRIESER

Comments and Questions?



Oct-Nov, 2024

EM + Local Gov't Review of Draft Plan and Public Review & Comment Period



Following Planning Team Mtg. #2

- EM + Local government review of draft plan
- Public review & comment period (News Release #2)
- Document local postings
- Document public feedback & incorporate as appropriate

PRESENTER: BONNIE HUNDRIESER



Nov-Dec, 2024

Draft Plan Submission to HSEM & FEMA, Plan Approval, and Collection of Adopting Resolutions

- Draft plan will be submitted first to HSEM and then to FEMA for approval for meeting all Federal requirements.
- Typically requires 1-2 months.
- APA letter
- EM coordination of adopting resolutions from each city.
- Final approval letter

PRESENTER: BONNIE HUNDRIESER

Questions?

What questions do you have for U-Spatial@UMD about the draft MHMP or next steps ?

PRESENTER: STACEY STARK

Contact Information

Stacey Stark, MS, GISP
U-Spatial@UMD
slstark@d.umn.edu
218-726-7438

U-SPATIAL
UNIVERSITY OF MINNESOTA DULUTH
Driven to Discover

Bonnie Hundrieser, HM Planner
Hundrieser Consulting LLC
hundrieserconsulting@outlook.com
218-343-3468


HUNDRIESER CONSULTING LLC

PRESENTER: STACEY STARK



HAZARD MITIGATION ASSISTANCE

Hazard Mitigation Assistance (HMA) grant programs provide funding with the aim to reduce or eliminate risk to property and loss of life from future natural disasters. HMA programs are typically a 75%/25% cost share program. The federal share is 75% of total eligible project reimbursement costs. The local applicant is responsible for 25% of the project costs. The amount of HMGP funds availability is based on a percent of Public Assistance provided by Federal Emergency Management Agency (FEMA).

- Hazard Mitigation Grant Program (HMGP) funds assists in implementing long-term hazard mitigation measures following a Presidential major disaster declaration.
- Pre-Disaster Mitigation (PDM) provides funds for hazard mitigation planning and projects on an annual basis.
- Flood Mitigation Assistance (FMA) provides funds on an annual basis to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP).

Who is eligible for grant funding?

All applicants must have or be covered under an approved Hazard Mitigation Plan. Eligible applicants include: State and local governments; certain private non-profit organizations or institutions; and Tribal Communities

What types of projects can be funded?

All projects must be eligible, technically feasible, and cost-effective. All projects are subject to environmental and cultural resource review. Examples of projects include:

- **Advance Assistance** may be used to develop mitigation strategies and obtain data, including for environmental and historic preservation compliance considerations, and develop complete project applications in a timely manner.
- **Aquifer Storage and Recovery** (ASR) projects serve primarily as a drought management tool, but can also be used to reduce flood risk and restore aquifers that have been subject to overdraft. The concept is to capture water when there is an abundant supply, store the water in subsurface aquifers, and recover water from the storage aquifer when needed. Storing water underground can help protect it from pollutants, evaporation, and weather events.
- **Floodplain and stream restoration** (FSR) projects are used primarily to reduce flood risk and erosion by providing stable reaches, and may also mitigate drought impacts. FSR projects restore and enhance the floodplain, stream channel and riparian ecosystem's natural function. They provide base flow recharge, water supply augmentation, floodwater storage, terrestrial and aquatic wildlife habitat, and recreation opportunities by restoring the site's soil, hydrology and vegetation conditions that mimic pre-development channel flow and floodplain connectivity.
- **Flood Diversion and Storage** (FDS) projects often are used to reduce flood risk, but also can be used to mitigate drought and improve ecosystem services. These projects involve diverting floodwaters from a stream, river, or other body of water into a conduit such as a canal, pipe, or wetland and storing them in an above-ground storage facility. Water is then slowly released, reducing flood risk.

- **Green Infrastructure Methods** are a sustainable approach to natural landscape preservation and storm water management. Include in *eligible hazard mitigation activities* as well as provide additional ecosystem benefits. Ecosystem-based approach to replicate a site's pre-development, natural hydrologic function. Benefits include: Increase water supply, improved water quality, can be scaled to size and designed to fit site conditions.
- **Property Acquisition and Structure Demolition or Relocation** – The voluntary acquisition of an existing at-risk structure and the underlying land, and conversion of the land to open space through the demolition or relocation of the structure. The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.
- **Retrofit Flood-Prone Residential Structures** are changes made to an existing structure to reduce or eliminate the possibility of damage to that structure from flooding, erosion, or other hazards. Examples of this mitigation are primarily elevation of structures above flood levels and floodwalls.
- **Safe Room Construction** - Safe room construction projects are designed to provide immediate life-safety protection for people in public and private structures from tornado and severe wind events. Includes retrofits of existing facilities or new safe room construction projects, and applies to both single and dual-use facilities
- **Minor Localized Flood Reduction Projects** - Projects to lessen the frequency or severity of flooding and decrease predicted flood damages, such as the installation or up-sizing of culverts, and stormwater management activities, such as creating retention and detention basins. These projects must not duplicate the flood prevention activities of other Federal agencies and may not constitute a section of a larger flood control system.
- **Infrastructure Retrofit** - Measures to reduce risk to existing utility systems, roads, and bridges.
- **Soil Stabilization** - Projects to reduce risk to structures or infrastructure from erosion and landslides, including installing geotextiles, stabilizing sod, installing vegetative buffer strips, preserving mature vegetation, decreasing slope angles, and stabilizing with rip rap and other means of slope anchoring. These projects must not duplicate the activities of other Federal agencies. *New tools for Bioengineered Shoreline Stabilization, Bioengineered Streambank Stabilization.*
- **Wildfire Mitigation** - Projects to mitigate at-risk structures and associated loss of life from the threat of future wildfire through: Defensible Space for Wildfire, Application of Ignition-resistant Construction and Hazardous Fuels Reduction. *New tool for Bioengineered Wildfire Mitigation.*
- **HMGP only - 5 Percent Initiative Projects** – These projects, which are only available pursuant to an HMGP disaster, provide an opportunity to fund mitigation actions that are consistent with the goals and objectives of approved mitigation plans and meet all HMGP program requirements, but for which it may be difficult to conduct a standard Benefit-Cost Analysis (BCA) to prove cost-effectiveness.

How do I apply?

Start by submitting a Notice of Interest, available on HSEMs website at:

<https://dps.mn.gov/divisions/hsem>

Where can I obtain further information?

For additional information about the HMA grant program, you can refer to the FEMA website:

<http://www.fema.gov/hazard-mitigation-assistance>

Mitigation Strategies & Action Types

Following are the five types of mitigation strategies that will be used in the update of the Multi-Hazard Mitigation Plan with examples of related mitigation actions. Minnesota HSEM recommends the use of these mitigation strategies to be in alignment with the State plan and those recommended by FEMA. The first four strategies listed are taken from the FEMA publications *Local Mitigation Planning Handbook* (2013) and *Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards* (2013). The fifth strategy type was determined by Minnesota HSEM for use within the state.

These strategies will provide the framework for identification of new jurisdictional-level mitigation actions for implementation over the next 5-year planning cycle.

Mitigation Strategy	Description	Example Mitigation Actions
Local Planning and Regulations	These actions include government authorities, policies, or codes that influence the way land and buildings are developed and built.	• Comprehensive plans • Land use ordinances • Planning and zoning • Building codes and enforcement • Floodplain ordinances • NFIP Community Rating System • Capital improvement programs • Open space preservation • Shoreline codes • Stormwater management regulations and master plans • Mobile home park compliance for storm shelters
Structure and Infrastructure Projects	These actions involve modifying existing structures and infrastructure to protect them from a hazard or remove them from a hazard area. This could apply to public or private structures as well as critical facilities and infrastructure. This type of action also involves projects to construct manmade structures to reduce the impact of hazards.	• Property Acquisitions and elevations of structures in flood prone areas • Utility undergrounding • Structural retrofits (i.e., metal roofs) • Floodwalls and retaining walls • Detention and retention structures • Culvert Installation/Modification • Roads & Bridge risk reduction • Safe Room (New construction or facility retrofit) • Green Infrastructure Methods <i>Many of these types of actions are projects eligible for funding through FEMA HMA grant programs.</i>

Mitigation Strategy	Description	Example Mitigation Actions
Natural Systems Protection	These are actions that minimize damage and losses and also preserve or restore the functions of natural systems.	• Soil stabilization for sediment and erosion control • Floodplain and Stream corridor restoration • Slope management • Forest management (defensible space, fuels reduction, sprinkler systems) • Conservation easements • Wetland restoration and preservation • Aquifer Storage & Recovery • Flood Diversion and Storage <i>Many of these types of actions are projects eligible for funding through FEMA HMA grant programs.</i>
Education and Awareness Programs	These are actions to inform and educate citizens, elected officials, and property owners about hazards and potential ways to mitigate them. These actions may also include participation in national programs, such as StormReady or Firewise Communities. Although this type of mitigation reduces risk less directly than structural projects or regulation, it is an important foundation. A greater understanding and awareness of hazards and risk among local officials, stakeholders, and the public is more likely to lead to direct actions that support life safety and lessen property damage.	• Radio or television spots • Websites with maps and information • Social media outreach • Promotion of sign-up for emergency warnings • Real estate disclosure • Promotion of NFIP insurance to property owners • Presentations to school groups or neighborhood organizations • Mailings to residents in hazard-prone areas. • NWS StormReady Program • Firewise Communities <i>Some of these types of actions may be projects eligible for funding through the FEMA HMA "5 Percent Initiative Program".</i>
Mitigation Preparedness and Response Support	This is a State of Minnesota mitigation strategy with the intent of covering emergency preparedness actions that protect life and property prior to, during, and immediately after a disaster or hazard event. These activities are typically not considered mitigation, but support reduction of the effects of damaging events.	• Emergency Operations Plan • Flood fight plans and preparedness measures • Dam emergency action plans • Emergency Warning Systems (i.e., CodeRed, warning sirens) • Generator backup power • NWS Storm Spotter Training • Training and education for local elected officials and key partners.

Appendix G – Public Outreach & Engagement Documentation

Chisago County MHMP News Release #1 Record of Public Input & Incorporation

Overview: On June 5, 2023, Chisago County Emergency Management put out a news release titled “Public Input Wanted as County Updates Multi-Hazard Mitigation Plan” to announce the start of the county’s Hazard Mitigation Plan. The news release provided information on the purpose and content of the plan, who the plan covers, stakeholders involved in the plan update and examples of hazard mitigation activities. Chisago County used the news release to gather feedback from residents and businesses from across the county to incorporate into the plan, inviting feedback to the following:

- What are the natural hazards you feel pose the greatest risk to your community?
- What concerns do you have, and what sorts of mitigation actions or projects do you feel would help to reduce the damages of potential future events for your personal property, your community, or the County as a whole?

The public was strongly encouraged contact Chisago County Emergency Management to submit comments, concerns, or questions regarding natural disasters and potential mitigation actions to be included into the plan update process. The public was also able to post comments electronically on county or city Facebook sites where the news release was posted.

Distribution: The news release was sent via email to the county’s HMP Jurisdictional Contact List, which includes the names, titles, phone numbers, and email addresses of key stakeholders to be engaged in the HMP update, including county, city, and township contacts; other related agency and organizational stakeholder contacts, and neighboring jurisdiction contacts. (A copy of the Jurisdictional Contact List can be found in Appendix F). The news release was additionally sent to local media contacts with a request to carry the news release.

Postings: Attached is documentation of the news release postings by Chisago County, participating jurisdictions, local media, and other stakeholders. Cities and townships were encouraged to help share the news release locally by posting it on their websites, social media, or community bulletin boards.

Public Input & Incorporation:

Following is a record of public responses to the news release and how their input will be incorporated into the plan update, and if not relevant to be addressed, why.

COMMENT #1

6/6/23, Email Submitted to Chisago County HSEM

Andre Mold, Rush City Resident

The power goes out here too often in Rush City which includes Kwik Trip (then they have to close the store and throw the perishable foods away) and half of town including south east of Rush City. Every time the wind blows really hard or it gets hot I fill up gallon jugs of water and wait for the power to go out. It's been like this since I can remember and it does interfere especially when

*we are harvesting corn and beans in the fall. It's 2023 our power shouldn't go out this often.
Thank You.*

6/7/23 Chisago County HSEM Response

Hello Andre,

Thank you for taking the time to respond to the county's news release and submit your concerns about power outages in the City of Rush City as a result of inclement weather. As part of the Chisago County Hazard Mitigation Plan update, we will be engaging the local utility providers to address mitigation measures to reduce the risk of power outages that may occur due to a range of weather/storm events.

Thank you,



Scott Sellman | Director, Emergency Management &

Homeland Security

Chisago County Sheriff's Office

15230 Per Rd, Center City, MN 55012

Scott.Sellman@chisagocountymn.gov

Phone: 651-213-6313



Incorporation:

As noted in EM response, Chisago County will seek to include the participation of local utility providers to identify ways to reduce local vulnerabilities that lead to power outages (i.e., converting overhead powerlines to underground).

COMMENT #2

6/10/23, Email Submitted to Chisago County HSEM

Nick & Drew's Discount Foods, Lindstrom, MN

Hi Scott, In regards to a natural disaster in the area we feel it's obviously not preventable. A natural disaster will occur and we cannot control it. Here at Nick & Drew's we provide affordable foods for our community and surrounding areas. We feel losing power in a natural disaster for us would be detrimental to the community we serve. Our input and question would be is there any emergency generator systems in place if such a disaster were to occur? Thank you! Nick Fowler

6/12/23 Chisago County HSEM Response

Hello Nick,

Thank you for taking the time to respond to the county's news release and submit your concerns about power outages in the City of Lindstrom as a result of inclement weather. As part of the Chisago County Hazard Mitigation Plan update, we will be engaging the local utility providers to address mitigation measures to reduce the risk of power outages that may occur due to a range of weather/storm events, such as by converting overhead powerlines to underground. We will

also be encouraging local governments and businesses to secure portable backup generators for emergency backup power.

Thank you,



Scott Sellman | Director, Emergency Management &
Homeland Security
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Scott.Sellman@chisagocountymn.gov
Phone: 651-213-6313



Incorporation:

As noted in EM response, Chisago County will seek to include the participation of local utility providers to identify ways to reduce local vulnerabilities that lead to power outages (i.e., converting overhead powerlines to underground).

From: [Scott R. Sellman](#)
To: [Scott R. Sellman](#); [Brandon J. Thyen](#); [Chase E. Burnham](#); [Assessor](#); [PublicWorks](#); [Courtney I. Wehrenberg](#); [HumanServices](#); [Enterprise Services Directors](#); [EnvServices](#); [Kurt M. Schneider](#); [Lisa A. Thibodeau](#); [Chisago Lake - Lake Improvement District](#); [Susanna Wilson Witkowski](#); [Nancy Hoffman](#); [County Parks](#); [Jim R Swenson](#); [Richard J. Greene](#); [Marlys L. Dunne](#); [Ben J. Montzka](#); [Dan D Dahlberg](#); ["cityclerk@centercitymn.us"](#); [Mayor Behnke](#); [travis](#); [Jpechman](#); ["schumbohm@lakesareapd.com"](#); [z reed](#); ["bgustafson@ci.chisago.mn.us"](#); ["clerk@harrismn.com"](#); ["firechief@harrismn.com"](#); ["mayor@harrismn.com"](#); ["mglenna@cityoflindstrom.us"](#); ["ssellman@cityoflindstrom.us"](#); ["jchartrand@cityoflindstrom.us"](#); ["wschlumbohm@lakesareapd.com"](#); ["Renaef@ci.north-branch.mn.us"](#); [Dan T. Meyer](#); [k eving](#); ["kevins@ci.north-branch.mn.us"](#); [Amy Mell](#); [bob carlson](#); ["cityhall@shafermn.com"](#); ["4ronald@frontier.com"](#); ["Phanson@shafermn.com"](#); ["deputycityclerk@stacymn.org"](#); ["tip@stacylentfire.com"](#); ["mayor@stacymn.org"](#); ["clerktreasurer@taylorsfalls.org"](#); ["chief@taylorsfalls.org"](#); ["b.weiberg@taylorsfalls.org"](#); ["rlinwood@wyomingmn.org"](#); [Neil Bauer](#); [j milligan](#); ["amadortownship@gmail.com"](#); ["Sstirling.clt@gmail.com"](#); [Clerk](#); ["okuhnly@francoiatownship.com"](#); [Richard Keller](#); ["Nessel1234@yahoo.com"](#); ["peter@treasuredhavenfarm.com"](#); ["shafertownship@outlook.com"](#); ["jnoordergraaf@sunrisetownship.com"](#); ["Jon.Dotterer@state.mn.us"](#); ["craig.mell@mn.nacdn.net"](#); ["megan.lindberg@usda.gov"](#); ["brett.repulske@usda.gov"](#); ["michael.barnes@state.mn.us"](#); ["mike.kinney@clflwd.org"](#); ["jhahn@umn.edu"](#); ["craig.wills@state.mn.us"](#); ["kayla.hagfors@ecemn.com"](#); ["pete.leibel@ecemn.com"](#); ["nbwloffice@ci.north-branch.mn.us"](#); ["bdietz@isd2144.org"](#); ["spaul@isd138.org"](#); ["bstavig@rushcity.k12.mn.us"](#); ["smassey@flaschools.org"](#); ["michaelleliott@clbspatriots.org"](#); ["denises@lakesandpines.org"](#); ["Michele.heaver@usc.salvationarmy.org"](#); ["linda.blackmore@redcross.org"](#); ["denise.baran@co.pine.mn.us"](#); ["kelly.schmitt@co.kanabec.mn.us"](#); ["Chad.Meyer@sheriff.co.isanti.mn.us"](#); ["terry.stoltzman@co.anoka.mn.us"](#); ["douglas.berglund@co.washington.mn.us"](#); ["aabentley@burnettcounty.org"](#); ["lisa.mcmahon@polkcountywi.gov"](#)
Cc: [Bonnie K Hundrieser](#)
Subject: Chisago County Hazard Mitigation News Release
Date: Monday, June 5, 2023 11:02:42 AM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
[Facebook_00691092-0052-4314-965b-5e0cc2e2d380.png](#)
[Twitter_6c2974c3-46a1-4be4-ac64-8f94b7c8b084.png](#)
[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)
[Hazard Mit News Release June.pdf](#)

Greetings,

Chisago County Emergency Management is commencing work on the update of the Chisago County Hazard Mitigation Plan (HMP). Attached is a news release for your information.

Your assistance is requested to post this news release to help notify the public about the plan update and to have an opportunity to provide feedback. If you have a website and/or Facebook page we encourage you to post the news release electronically to those places. You may also post a hardcopy of the news release in locations such as City Hall, the Post Office, or other common area. We welcome as many of ways of posting that you can cover. As part of the plan update we must document the public outreach that was conducted. Please send me an email with information on your posting as follows:

- **Websites/Facebook Postings:** Please send me an email detailing the date, location, and link of the posting. We will need to get a screenshot of the posting online.
- **Hardcopy Postings:** Please send me an email detailing the date and location of where the news release was posted (i.e., City Hall bulletin board).

-
All city governments within the county are requested to participate in order to meet FEMA requirements. Townships, businesses, and other agencies or organizations are also strongly encouraged to participate.

If you receive any return public feedback, please notify me so we may document this and

incorporate this feedback into the plan update.

The timely return of your posting documentation is appreciated. We will be working to wrap this up before the end of June.

I look forward to your participation in the Chisago County HMP update.

If you have any questions, please let me know.

Thank you,

EM Scott Sellman



Scott Sellman | Director, Emergency Management & Homeland Security
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Scott.Sellman@chisagocountymn.gov
Phone: 651-213-6313



'The Chisago County Sheriff's Office vision is to ensure the quality of life in our community through excellence in public safety. To accomplish this, the sheriff's office will build community partnerships, collaborate with other law enforcement agencies, be fiscally responsible and provide more effective and efficient services.'

NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This message has been encrypted for Chisago County, by Cisco Ironport

From: [Scott R. Sellman](#)
To: [Chisago County Press \(chisago@citlink.com\)](#); [Cambridge Star](#)
Cc: [Bonnie K Hundrieser](#)
Subject: Chisago County Hazard Mitigation News Release
Date: Monday, June 5, 2023 11:26:49 AM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
[Facebook_00691092-0052-4314-965b-5e0cc2e2d380.png](#)
[Twitter_6c2974c3-46a1-4be4-ac64-8f94b7c8b084.png](#)
[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)
[Hazard Mit News Release June.pdf](#)
[Chisago County Hazard Mitigation Plan News Release #1.docx](#)

Please post in the next available posting. I have included two different docs, please use whatever one works better for you. If I can ask you to send me back what is posted, maybe a link or screen shot, that would be great. I need to track that for the State Requirement. Also, if billing is required, you can either email me the invoice or you can mail it to me directly to the address listed below. Thank you so much, I appreciate it.



Scott Sellman | Director, Emergency Management & Homeland Security
Chisago County Sheriff's Office
15230 Per Rd, Center City, MN 55012
Scott.Sellman@chisagocountymn.gov
Phone: 651-213-6313



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CHISAGO COUNTY SHERIFF'S OFFICE

Brandon Thyen, SHERIFF

15230 Per Road

Center City, MN 55012-9663

Non-Emergency 651-257-4100

Fax: 651-213-6330

Administration
651-213-6300

Investigation
651-213-6319

Patrol
651-257-4100

Civil Process
651-213-6307

Records
651-213-6305

Jail
651-257-2931

**Emergency
Management**
651-213-6313

CHISAGO COUNTY NEWS RELEASE

June 5, 2023

Public Input Wanted as County Updates Hazard Mitigation Plan

Chisago County residents, community leaders, business owners, area agencies and organizations now have an opportunity to share how severe weather events impact their property and lives. There is also an opportunity to share their ideas on how to reduce local impacts in the future.

The Chisago County Office of Emergency Management is working with U-Spatial at the University of Minnesota Duluth to update the county's Hazard Mitigation Plan (HMP). The plan assesses the natural hazards that pose risk to the county, such as tornadoes, straight line winds, ice storms, blizzards, wildfire, flooding, and extreme temperatures and identifies ways to minimize the damage of future events. As the county works to update the plan, it wants to hear from the public.

The Chisago County HMP is a multi-jurisdictional plan that covers Chisago County, including the cities of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, Taylors Falls, and Wyoming. The Chisago County HMP also incorporates the concerns and needs of townships, school districts, and area agencies or organizations participating in the plan. The plan will be updated by a planning team made up of representatives from county departments, local municipalities, school districts and other key stakeholders. When completed, the plan will be submitted to the Minnesota Department of Homeland Security and Emergency Management and the Federal Emergency Management Agency (FEMA) for approval.

"Hazard mitigation planning is a central part of our emergency management program," said Scott Sellman, Chisago County Director Emergency Management & Homeland Security. "Understanding the natural hazards that can cause serious impact to our communities and taking action to reduce or eliminate the impact of future disasters makes us more resilient. Hazard mitigation helps us to break the cycle of damage and repair caused by things like flooding, ice storms, and severe wind events that can damage property, stress economies, and threaten life safety in our county."

Examples of hazard mitigation include:

- Conducting public outreach on severe weather awareness and preparedness
- Limiting or restricting development in floodplain areas
- Removing existing buildings from flood or erosion prone hazard areas
- Using snow fences to limit blowing and drifting of snow over road corridors
- Constructing tornado safe rooms in vulnerable areas such as mobile home parks
- Burying overhead powerlines that may fail due to heavy snow, ice, or windstorms

Some mitigation activities may be eligible for future FEMA Hazard Mitigation Assistance grant funding.

Public input is an essential part of the plan update. As part of the planning process, Chisago County is seeking feedback from residents and businesses from across the county to incorporate into the plan:

- What are the natural hazards you feel pose the greatest risk to your community?
- What concerns do you have, and what sorts of actions do you feel would help to reduce damages of future hazard events in your community or the county as a whole?

Comments, concerns, or questions regarding natural disasters and potential mitigation actions to be included into the plan update should be submitted to Chisago County Emergency Management by phone or by email.

There will be additional opportunities for public feedback throughout the planning process. A draft of the plan will be made available for public review prior to submission of the plan to the State of Minnesota. Future news releases will be shared with the media to notify the public of these opportunities.

The Federal Disaster Mitigation Act of 2000 (DMA 2000) requires counties to update their plan every 5 years to maintain eligibility for FEMA's Hazard Mitigation Assistance (HMA) grant programs.

Contact

Scott Sellman

Chisago County Director Emergency Management & Homeland Security

Phone: (651) 213-6313

Email: Scott.Sellman@chisagocountymn.gov

Chisago County HMP News Release #1 – June 5, 2023
Chart Documentation of News Release Postings

Jurisdiction or Agency	Posting Representative	Date & Location of News Release Posting
Chisago County	Scott Sellman, Chisago County EMD	6/5/23, Chisago County website (highlights section, newsroom section, Sheriff's Office main page, HS&EM main page), Chisago County Government Facebook page, Sheriff's Office Facebook page, Chisago County Environmental Services Government Center bulletin board
City of Center City	Dana Miron, City Clerk	6/6/23, City Hall bulletin boards (upstairs & downstairs)
City of Chisago City	Bill Schlumbohm, Chief, Lakes Area Police Dept.	6/6/23, Lakes Area Police Department Facebook page
City of Harris	Shannon Geier, City Clerk	6/14/23, City Hall community bulletin board and city website
City of Lindstrom	Miranda Olson, Communications Coordinator, Bill Schlumbohm, Chief, LAPD	6/7/23, City website, City Facebook page, and Lakes Area Police Department Facebook page
City of North Branch	Dan Meyer, Chief of Police	6/7/23, City website, City Facebook page, Police Department Facebook page, City Hall outdoor bulletin board, and Police Dept. lobby bulletin board
City of Rush City	Amy Mell, City Administrator	6/5/23, City Hall bulletin board and City Facebook page. Also included in City Council packet for 6/12/23 meeting
City of Shafer	Valerie Fox, City Clerk	6/6/23, City website and City Hall outdoor bulletin board
City of Stacy	Michelle Hayes, Finance Director	6/5/23, City Hall bulletin board, local bank bulletin board, and city website
City of Taylors Falls	Mary Tomnitz, City Clerk	6/23/23, City Hall bulletin board
City of Wyoming	Neil Bauer, Director of Public Safety/Police Chief,	6/5/23, Wyoming Police Department Facebook Page
Isanti-Chisago County Star	Bill Stickels III, Editor	6/8/23, Isanti-Chisago County Star Online News article
Chisago Soil and Water Conservation District	Craig Mell, District Administrator	6/5/23, Front door of SWCD building and SWCD Facebook page

Chisago County HMP News Release #2

Record of Public Input & Incorporation

Overview: On November 18, 2024 Chisago County Emergency Management put out a news release titled “**Public Comment Sought for County’s Hazard Mitigation Plan**” to announce the completion of the draft Chisago County Hazard Mitigation Plan and invitation for public review and comment. The news release informed jurisdictional stakeholders and the public that a copy of the draft plan, interactive website, and comment form for public feedback was available online with a website link. The public review period for the draft plan was open from 11/18/24 – 12/2/24 for a total of 15 days.

Distribution: The news release was sent via email to the county’s HMP Jurisdictional Contact List, which includes the names, titles, phone numbers, and email addresses of key stakeholders to be engaged in the HMP update, including County Contacts, City Contacts, Township Contacts, Other Stakeholder Contacts, and Neighboring Jurisdiction Contacts. (A copy of the Jurisdictional Contact List can be found in Appendix F). The news release was additionally sent to local media contacts such as area newspapers, radio and television channels with a request to carry the news release.

Postings: Attached is documentation of the news release postings by Chisago County, participating jurisdictions, and local media. Cities and townships were encouraged to help share the news release locally by posting it on their websites, social media, or community bulletin boards.

Public Input & Incorporation:

Following is a record of public responses to the Chisago County news release and how the input will be incorporated into the plan update, and if not relevant to be addressed, why.

The following comments were received via the Chisago County HMP website public feedback form:

Nathaniel Meierpolys, City of Lindstrom resident - Thank you for recognizing and taking action to respond to the impacts of climate change on our community. It’s clear that the pace of these impacts will only accelerate, so it’s important that we’re ready to respond. I’d love to see this work continue to understand and quantify the local effects of climate change in terms of monetary and social impacts. And I’d love to see these mitigation and adaptation discussions tie back to efforts we can make in our community to reduce our contributions to climate change.

Incorporation: No changes needed. The comment was shared with the Chisago County Emergency Management Director.

From: [Scott R. Sellman](#)
To: [Scott R. Sellman](#); [Brandon J. Thyen](#); [Chase E. Burnham](#); [Assessor](#); [PublicWorks](#); [Courtney I. Wehrenberg](#); [Jodi D. Budde](#); [HumanServices](#); [Enterprise Services Directors](#); [EnvServices](#); [Kurt M. Schneider](#); [Lisa A. Thibodeau](#); [Chisago Lake - Lake Improvement District](#); [Susanna Wilson Witkowski](#); [Nancy Hoffman](#); [County Parks](#); [Jim R Swenson](#); [Richard J. Greene](#); [Marlys L. Dunne](#); [Ben J. Montzka](#); [Dan D Dahlberg](#); [cityclerk@centercitymn.us](#); [Mayor Behnke](#); [travis](#); [Jpechman](#); [wschlumbohm@lakesareapd.com](#); [z reed](#); [clerk@harrismn.com](#); [firechief@harrismn.com](#); [mayor@harrismn.com](#); [mglenna@cityoflindstrom.us](#); [molson@cityoflindstrom.us](#); [ssellman@cityoflindstrom.us](#); [jchartrand@cityoflindstrom.us](#); [jasonz@ci.north-branch.mn.us](#); [danm@ci.north-branch.mn.us](#); [path@ci.north-branch.mn.us](#); [kevins@ci.north-branch.mn.us](#); [Amy Mell](#); [bob carlson](#); [cityhall@shafermn.com](#); [4ronald@frontier.com](#); [Phanson@shafermn.com](#); [deputycityclerk@stacymn.org](#); [tip@stacylentfire.com](#); [mayor@stacymn.org](#); [clerk@taylorsfalls.org](#); [chief@taylorsfalls.org](#); [b.weiberg@taylorsfalls.org](#); [rlinwood@wyomingmn.org](#); [Neil Bauer](#); [j milligan](#); [amadortownship@gmail.com](#); [Sstirling.clt@gmail.com](#); [Clerk](#); [okuhnly@franconiatownship.com](#); [nessel1234@yahoo.com](#); [peter@treasuredhavenfarm.com](#); [shafertownship@outlook.com](#); [inoordergraaf@sunrisetownship.com](#); [Jon.Dotterer@state.mn.us](#); [craig.mell@mn.nacdn.net](#); [megan.lindberg@usda.gov](#); [brett.repulske@usda.gov](#); [michael.barnes@state.mn.us](#); [mike.kinney@clflwd.org](#); [jhahn@umn.edu](#); [emily.heinz@clflwd.org](#); [craig.wills@state.mn.us](#); [kayla.hagfors@ecemn.com](#); [pete.leibel@ecemn.com](#); [nbwlooffice@ci.north-branch.mn.us](#); [bdietz@isd2144.org](#); [spaul@isd138.org](#); [bstavig@rushcity.k12.mn.us](#); [smassey@flaschools.org](#); [michaellelliott@clbspatriots.org](#); [denises@lakesandpines.org](#); [Michele.heaver@usc.salvationarmy.org](#); [linda.blackmore@redcross.org](#); [denise.baran@co.pine.mn.us](#); [kelly.schmitt@co.kanabec.mn.us](#); [Chad.Meyer@sheriff.co.isanti.mn.us](#); [terry.stoltzman@co.anoka.mn.us](#); [douglas.berglund@co.washington.mn.us](#); [aabentley@burnettcounty.org](#); [lisa.mcmahon@polkcountywi.gov](#); [Robert A. Benson](#); [Courtney I. Wehrenberg](#); [kboerem@isd2144.org](#); [Sharon Payne](#)
Cc: [hundrieserconsulting@outlook.com](#)
Subject: FW: 11-18-24 Chisago County HMP News Release #2 - Public Review Period
Date: Monday, November 18, 2024 8:48:13 AM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
[Facebook_00691092-0052-4314-965b-5e0cc2e2d380.png](#)
[Twitter_6c2974c3-46a1-4be4-ac64-8f94b7c8b084.png](#)
[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)
[11-18-24 Chisago County News Release - Hazard Mitigation Plan Public Review.pdf](#)
[11-18-24 Chisago County News Release - Hazard Mitigation Plan Public Review.docx](#)
[Chisago NR#2 posting documentation.docx](#)
[Chisago NR#1 posting documentation.pdf](#)
Importance: High

Good Morning

Please see the above attachments and post at your respected locations. If you do receive any feedback from the community, please email that info and I will send off to Bonnie. It needs to be posted for 15 days please and also let me know when you have it posted. I will be adding it to the County's website also.

Thanks and any questions, please let me know.

The cities of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, Taylors Falls, and Wyoming are requested to please post the release. Townships and other related stakeholders involved in the plan update are also encouraged to participate in posting.

Please post the news release to areas such as your website, Facebook page, bulletin boards, or other locations. Please email me to let me know the date and location(s) of where the news release was posted.

In addition, if you have not already reviewed the plan during the government review period, you are strongly encouraged to do so. There are website links as well as a QR code in the news release that will take you to PDF of the plan, interactive website, and mitigation action charts. There is also an online feedback form where you are encouraged to provide any comments, questions, or other feedback. If you review the plan, please let me know.

Your prompt attention to this is appreciated.

Thank you,



Scott Sellman | Director, Emergency Management & Homeland Security

Chisago County Sheriff's Office

15230 Per Rd, Center City, MN 55012

Scott.Sellman@chisagocountymn.gov

Phone: 651-213-6313



'The Chisago County Sheriff's Office vision is to ensure the quality of life in our community through excellence in public safety. To accomplish this, the sheriff's office will build community partnerships, collaborate with other law enforcement agencies, be fiscally responsible and provide more effective and efficient services.'

NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This message has been encrypted for Chisago County, by Cisco Ironport

From: [Scott R. Sellman](#)
To: [Chisago Co Press](#); [Cambridge Star](#)
Cc: hundrieserconsulting@outlook.com; [Scott R. Sellman](#)
Subject: Chisago County Press Release for Emergency Management
Date: Monday, November 18, 2024 9:25:26 AM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
[Facebook_00691092-0052-4314-965b-5e0cc2e2d380.png](#)
[Twitter_6c2974c3-46a1-4be4-ac64-8f94b7c8b084.png](#)
[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)
[11-18-24 Chisago County News Release - Hazard Mitigation Plan Public Review.pdf](#)

Good Morning

Please see that attached press release. I am requesting that you include this in your next printing please. Also, please bill me for this if needed my info is in my signature below.

Thank you for your assistance, if I can also ask for you to email me a copy of what you posted or when you ran it, I would appreciate it. Reach out with any questions and have a great week.

Sellman



Scott Sellman | Director, Emergency Management & Homeland Security

Chisago County Sheriff's Office

15230 Per Rd, Center City, MN 55012

Scott.Sellman@chisagocountymn.gov

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From: [Scott R. Sellman](#)
To: [Bonnie Hundrieser](#)
Subject: Fw: Chisago County Hazard Mitigation Plan - Public Feedback Needed
Date: Thursday, November 21, 2024 7:41:39 AM
Attachments: [ccsobadge_c7b5fbe1-cd09-4b39-b009-d70dd6b6b156.png](#)
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[Twitter_6c2974c3-46a1-4be4-ac64-8f94b7c8b084.png](#)
[newinsta_711d7c20-4222-4513-97f8-22916fbf3fd6.png](#)



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From: Miller, Fred <Fred.Miller@fairview.org>

Sent: Wednesday, November 20, 2024 5:33:11 PM

To: Asanovich, Liz A <Liz.Asanovich@fairview.org>; Clementson, Kristin J <Kristin.Clementson@fairview.org>; Collins, Max J <Max.Collins@fairview.org>; Collins, Steph L <Steph.Collins@fairview.org>; Dollansky, Jennifer <Jennifer.Dollansky@fairview.org>; Reynolds, Michael J <Michael.Reynolds@fairview.org>; Fofana, Emily J <Emily.Fofana@fairview.org>; Hollermann, Deb M <Deb.Hollermann@fairview.org>; Hutar, Roxanne M <Roxanne.Hutar@fairview.org>; John, Michael J <Michael.John@fairview.org>; Jubert, Nicholas H <Nicholas.Jubert@fairview.org>; Koehler, Corby <Corby.Koehler@fairview.org>; Kofski, Lonna <Lonna.Kofski@fairview.org>; Lamont, Amanda M <Amanda.Lamont@fairview.org>; Lifo, Crystal <Crystal.Lifo@fairview.org>; Nelson, Mindy J <Mindy.Nelson@fairview.org>; Odegaard, Kyle P <Kyle.Odegaard@fairview.org>; Pottsmith, Josh A <Josh.Pottsmith@fairview.org>; Robertson, Summer L <Summer.Robertson@fairview.org>; Roehl, Mike G <Mike.Roehl@fairview.org>; Schmitz, Jana M <Jana.Schmitz@fairview.org>; Schoen, Greg G <Gregory.Schoen@fairview.org>; Schwieger, Anna L <Anna.Schwieger@fairview.org>; Sonnenberg, Deb L <Deb.Sonnenberg@fairview.org>; Steinmann, Kathleen M <Kathleen.Steinmann@Fairview.org>; Vogtlin, Peter W <Peter.Vogtlin@fairview.org>; Wille, Randy <Randy.Wille@Fairview.org>; Brooks, Shannon <Shannon.Brooks@fairview.org>; Piram, Stacy A <Stacy.Piram@fairview.org>; Vogtlin, Peter W <Peter.Vogtlin@fairview.org>; Goeltl, Christine <Christine.Goeltl@fairview.org>; Birr, Carly N <Carly.Birr@fairview.org>; Kozumplik, Lindsey S <Lindsey.Kozumplik@fairview.org>; Olson, Peggy T

<Peggy.Olson@fairview.org>; Luraas, Kayla <Kayla.Luraas@fairview.org>; emily.carpenter@fairview.org <emily.carpenter@fairview.org>; Ehlers, Diane M <Diane.Ehlers@fairview.org>; Pottsmith, Josh A <Josh.Pottsmith@fairview.org>; Williams, Courtney J <Courtney.Williams@fairview.org>; Shykes, Myles P <Myles.Shykes@fairview.org>

Cc: Scott R. Sellman <Scott.Sellman@chisagocountymn.gov>

Subject: Chisago County Hazard Mitigation Plan - Public Feedback Needed

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Hello Emergency Management Committee Members!

The Chisago County Sheriff's Office is seeking public feedback on its Hazard Mitigation Plan, including from its agency and organizational stakeholders. The plan is similar to our Hazardous Vulnerability Analysis and Emergency Operations Plan, and accounts for their plans to minimize impact of natural disasters that may cause vast economic loss and personal hardship.

The review and comment period is open through December 2, 2024. Feedback may be provided via the online comment forms or directly to Scott Sellman, Chisago County Emergency Management.

[Chisago County Hazard Mitigation Plan](#)

[Chisago County Mitigation Actions and Project Strategies AND Feedback Links](#)

Fred Miller | Manager, Security and Emergency Management

M Health Fairview | Lakes & Northland

5200 Fairview Blvd | Wyoming, MN 55092

911 Northland Dr | Princeton, MN 55371

Fred.Miller@fairview.org | www.mhealthfairview.org

Office: 651-982-2162 | Cell: 651-600-8396

Gender Pronouns: He/Him/His

Employed by: Fairview Health Services



CHISAGO COUNTY SHERIFF'S OFFICE

Brandon Thyen, SHERIFF

15230 Per Road

Center City, MN 55012-9663

Non-Emergency 651-257-4100

Fax: 651-213-6330

Administration
651-213-6300

Investigation
651-213-6319

Patrol
651-257-4100

Civil Process
651-213-6307

Records
651-213-6305

Jail
651-257-2931

**Emergency
Management**
651-213-6313

CHISAGO COUNTY NEWS RELEASE

November 18, 2024

Public Comment Sought for Chisago County's Hazard Mitigation Plan

Chisago County has completed an updated draft of its Hazard Mitigation Plan (HMP) and is now seeking public feedback. Like all Minnesota counties, Chisago County is vulnerable to a variety of natural hazards such as tornadoes, windstorms, severe winter storms, flooding, drought, and extreme temperatures, which can threaten the loss of life and property in the county. Planning for natural disasters minimizes the impact of events that can cause vast economic loss and personal hardship.

All county residents, as well as other interested agency or organizational stakeholders are strongly encouraged to review and offer feedback on the interactive website, PDF of the draft plan, and proposed local mitigation actions. The review and comment period is open for a period of 15 days through December 2, 2024. The public can access the plan using the following hyperlinks:

[Chisago County HMP Website Homepage](#) (feedback form at the bottom of page)

[Chisago County Mitigation Action Charts](#) (feedback form at the bottom of page)

The Chisago County HMP is a multi-jurisdictional plan that covers Chisago County, including all cities and townships within the county. The Chisago County HMP also incorporates the concerns and needs of other key stakeholders such as school districts and related agencies, organizations, or businesses participating in the planning process.

Update of the plan has been under direction of Chisago County Emergency Management in cooperation with U-Spatial at the University of Minnesota Duluth and representatives from county departments, city and township governments and other participating stakeholders. Together, the planning team worked to identify cost-effective and sustainable actions to reduce or eliminate the long-term risk to human life or property from natural hazards. Examples include infrastructure projects for areas that experience repetitive flooding; construction of safe rooms in areas where residents and visitors are vulnerable to tornadoes and severe storm events; burying powerlines that may fail due to heavy snow, ice, or wind storms; ensuring timely emergency communication to the public through warning sirens and mass notification systems; and conducting outreach to increase public awareness of severe weather and personal preparedness.

Hazard mitigation planning helps Chisago County and other jurisdictions protect their residents. Working with local communities through the process helps identify vulnerabilities and develop strategies to reduce or eliminate the effects of a potential hazard. In addition, increasing public awareness of natural disasters and encouraging personal preparedness helps to create a community that is resilient to disaster, and breaks the cycle of response and recovery. Updating the plan further allows Chisago County and its jurisdictions to be eligible to apply for future FEMA Hazard Mitigation Assistance grant program funding for projects that help to reduce or eliminate the impacts of future natural hazard events.

Community feedback is vital to the success of the plan. Chisago County invites public review and feedback of the draft plan prior to submitting it to the State of Minnesota and the Federal Emergency Management Agency (FEMA) for review. Feedback may be provided via the online comment forms or directly to Chisago County Emergency Management.

Contact:

Scott Sellman

Chisago County Director Emergency Management & Homeland Security

Phone: (651) 213-6313

Email: srsellm@co.chisago.mn.us

Please scan the following QR code to go directly to the Chisago County Hazard Mitigation Plan interactive website:



Chisago County HMP News Release #2 (11/12/24)
Chart Documentation of News Release Postings

Jurisdiction or Agency	Posting Representative	Date & Location of News Release Posting
Chisago County	Scott Sellman, Chisago County EMD	11/18/22, Posted to the County Website, Sheriff's Office Facebook page and posted at the main entrances. Requested post in the Chisago County Press and the Isanti newspapers.
City of Center City	Dana Miron, City Clerk	11/18/24, posted at main entrance to their City Hall
City of Chisago City	Bill Schlumbohm, Chief, Lakes Area Police Dept.	11/18/2024, posted on the PD Facebook Page
City of Harris	Shannon Geier, City Clerk	11/12/24, posted a hardcopy at City Hall
City of Lindstrom	Miranda Olson, Communications Coordinator, Bill Schlumbohm, Chief, LAPD	11/18/24, posted city website, 11/19/24, posted on city Facebook Page, 11/22/24 posted on the Lindstrom Ledger weekly newsletter. 11/18/24 posted on main entrance to City Hall
City of North Branch		
City of Rush City	Amy Mell, City Clerk	11/12/24, Posted at City Hall on community bulletin board
City of Shafer		
City of Stacy	Tanya Smolke, City Clerk	11/19/2024, posted at City Hall entrance and Facebook Page.
City of Taylors Falls	Mary Tomnitz, City Clerk	
City of Wyoming	Neil Bauer, Director of Public Safety/Police Chief,	11/19/24, posted at City Hall, PD and FD Facebook Page. Email to the City Council
Shafer Twp	Faith Lichtscheidl, Clerk	11/19/24 Twp website and posted at town hall
Fairview Hosp. Wyoming	Fred Miller, Manager of Security and Emergency Management	11/20/24 Email to Emergency Management Committee to review.
ISD2144	Michelle Kliest, Superintendent	11/19/24, posted to the school district's website
Chisago County Press newspaper	Laure Peterson, Chisago County Press/Search	11/20/24, An article was run in the Chisago County newspaper

Appendix H – Mitigation Actions by Jurisdiction

CITY OF CENTER CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website and Facebook page. We also post information on the doors of City Hall. Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	The city has a public alert system that residents may sign up for phone or text messages. We annually post sign-up information on one of our quarterly newsletters. We can also add a place on the city website with a link to the county's CodeRED sign-up page and include information on emergency notification sign ups in our utility bills.	City Funding
3	All-Hazards	Local Planning & Regulations	Incorporate mitigation strategies across the city's long-term plans and policies for future growth and development.	Existing High 2025-2030	City Admin	The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for future physical growth of the city and appropriate land uses. We need to update our city's Comprehensive Plan to address considerations for future hazard events.	City Funding

CITY OF CENTER CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
4	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold in the winter we will use our city website and FB page to do outreach to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City funding
5	Extreme Cold	Local Planning & Regulations	Work with the county and partner agencies to establish a warming center facility and program for those who are homeless and exposed to extreme cold.	New High 2025-2030	City Admin / City EM in coord with CCEM	The city will work with Chisago County Emergency Management and other partner agencies to develop a plan and establish a designated facility for temporary sheltering during periods of extreme cold. Funding for such a project would likely come from both government and partner NGO resources.	City Funding, Partner agency funding
6	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding
7	Wildfire	Local Planning & Regulations	Work to address the need for water resources outside of the municipal water system.	New Moderate 2025-2030	City Admin / City FD	The city fire department will work to identify where there are gaps in municipal water resources for fighting wildland fires and to identify potential solutions.	City Funding
8	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Obtain a portable generator for our City Hall and Fire Hall siren.	New High 2025-2030	City Admin / City EM / FD	The city will work to purchase a generator as funding is available. In the future we may seek outside grant funding from FEMA for a secondary power source if eligible.	City Funding, FEMA grant funding
9	Severe Winter & Summer Storms	Natural Systems Protection	Continue to conduct vegetation management to reduce risk of downed power lines from severe storm events.	Existing Moderate 2025-2030	City Public Works	The city has a program to manage vegetation near powerlines to reduce risk of power outages during storms.	City Funding

CITY OF CENTER CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
10	Flooding	Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	Existing High 2025-2030	City Public Works	We have a city engineer and a public works supervisor that continue to address road maintenance issues for flooding (culverts, repetitive flooding). We have also worked with the SWCD to address culvert replacement and bank stabilization issues. Currently we have a city lift station and a few man holes in sewer system that could flood during high rain events. Our PW team continues to plan for and address projects as needed and as city funding is available.	City Funding
11	Flooding	Education & Awareness Programs	Conduct public outreach to educate homeowners on ways to reduce street flooding and sump pump failure during high rain events.	Existing Moderate 2025-2030	City Admin / Public Works	Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. Each spring and winter we do outreach to encourage residents to maintain their sump pumps to reduce the chances of basement flooding.	
12	Severe Summer Storms	Structure & Infrastructure Systems	Reduce the risk of lightning strikes to lift stations and power failure to control panels.	New High 2025-2030	City Public Works	Our public works department will work to identify ways to protect our lift station infrastructure against lightning strikes.	City Funding
13	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding

CITY OF CHISAGO CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	To share information with the public we post information on our city website and Facebook page. We also post information on bulletin boards at the at the Post Office. We also have a county newspaper. We make announcements at City Council meetings and post flyers on our community bulletin board outside of City Hall.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We have a place on the homepage of our city website with a link to the county's sign-up page. We include information on emergency notification in utility bills.	City Funding
3	All-Hazards	Education & Awareness Programs	Improve on and expand community outreach to seniors or others in the community who do not use technology to receive emergency alerts.	New High 2025-2030	City Admin / City EM	The city will seek to encourage senior residents to follow local news (television, radio) to stay aware of severe weather or temperature conditions. We can also put up informational flyers in public areas encouraging residents to be prepared for extreme weather	City Funding
4	All-Hazards	Local Planning & Regulations	Incorporate mitigation strategies across the city's long-term plans and policies for future growth and development.	Existing Moderate 2025-2030	City Admin in coord with other city depts and Chisago County	The city contracts with Chisago County for enforcement of the MN State Building Code. The city also enforces our Zoning Code requirements for new development. We have a Comprehensive Plan that is designed to plan for future physical growth of the city and appropriate land uses. We have a Transportation Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding. The city works with our mobile home park on emergency evacuation and sheltering of residents.	City Funding

CITY OF CHISAGO CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Obtain portable generators for our lift stations, city wells, and storm shelter at the regional park.	New High 2025-2030	City Admin / City EM, Public Works	The city needs to obtain several portable backup generators to have available for emergency backup power. The city will purchase generators as funding allows. A grant application for FEMA HMA assistance is something the city may also look into.	City Funding, FEMA grant funding
6	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Work with the local nursing home to be prepared with emergency plans for extended power outages.	New High 2025-2030	City EM	Our city Emergency Manager will coordinate with the local nursing home to provide assistance as needed. The facility is responsible to have emergency plans and procedures in place for power outages and evacuation.	City Funding, Nursing Home
7	Severe Summer Storms	Local Planning & Regulations / Structure & Infrastructure Projects	Work with our local mobile home park to develop plans for emergency sheltering for park residents	New High 2025-2030	City Admin / City EM in coord with MHP	We will work with the MHP operator to develop a plan for where residents can evacuate to in the event of dangerous storm events with high winds. We may also look into the possibility of constructing a new storm shelter or tornado safe room for the park. We may seek future FEMA grant funding for a safe room project.	City Funding, FEMA grant funding
8	Severe Summer Storms	Structure & Infrastructure Projects	Purchase and install new outdoor warning sirens in new annexation areas of the city.	Existing High 2025-2030	City Admin / City EM in coord with CCEM	We have new annexation areas in the west end of the city that should have an outdoor warning siren installed. The city may seek future FEMA grant funding on this effort. We will work with the Chisago County Emergency Management Director to ensure warning sirens are tied into the county's remote siren activation system.	City Funding, FEMA grant funding
9	Extreme Cold	Public Education & Awareness	Conduct public outreach to residents on the dangers of carbon monoxide during periods of extreme cold.	New High 2025-2030	City Admin / City EM, Public Works	Use our city website and utility bills to notify residents to check their furnace and water heater vents during sub-zero weather to prevent carbon monoxide deaths.	City Funding

CITY OF CHISAGO CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
10	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold in the winter we will use our city website, social media, and other outreach methods to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City funding
11	Flooding	Local Planning & Regulations / Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	Existing Moderate 2025-2030	City Engineer & Public Works	We have a city engineer and a public works director that address road maintenance issues for flooding. We have identified that we need to replace several culverts to better handle high rain events.	City Funding
12	Flooding	Education & Awareness Programs	Conduct public outreach to residents on how to reduce risk of basement flooding due to high rain events.	Existing Moderate 2025-2030	City Admin / Public Works	Each spring and winter we do outreach to encourage residents to maintain their sump pumps to reduce the chances of basement flooding.	City Funding
13	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding
14	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding

CITY OF HARRIS

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website. The city website has a mailing list that residents can sign up to be notified of events in the city. We can work with Chisago County Emergency Management to help us to participate in the National Weather Service's Severe Weather Awareness Weeks.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We will work with Chisago County Emergency Management to help us add a link to our website for residents to sign up for the county's Code RED system. We can promote sign up with our website and also post a public flyer at City Hall.	City Funding
3	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold we will do outreach to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes. We can use our city website to do this, as well as occasional reminders at city council meetings. We can also push content from the people who have signed up for website notifications. The city has also started a email list when our city clerk talks to water and sewer customers for the Lead pipe inventory on a email mailing list.	City funding
4	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding

CITY OF HARRIS

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	Severe Winter & Summer Storms	Natural Systems Protection	Implement vegetation management measures to reduce the risk of damages from downed trees and branches during severe storms.	Existing Moderate 2025-2030	City Public Works	The city of Harris Public Works department has invested more time and resources to vegetation management and clearing drainage ditches to reduce the issues of flooding and downed trees on roads during windstorms.	City Funding
6	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Work to obtain equipment to remove downed vegetation on roadways after a high wind event.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	Downed trees and branches on our roadways cause delays in the ability of emergency services to dispatch and hampers utility workers from restoring services. The city will work on acquiring what equipment we feel is necessary.	City Funding
7	Flooding	Structure & Infrastructure Projects	Address the need to upgrade undersized culverts in the city and to reduce flood risk to Fireman's Park.	New High 2025-2030	City Public Works Dept.	The city has several culverts that are undersized and need to be upgraded. Firemen's Park is vulnerable to flooding during high water events and has damaged structures at the park. The city may seek to apply for future FEMA grant funding for localized flood risk reduction if the mitigation projects are eligible. The MN DNR Flood Hazard Mitigation (FHM) Grant Assistance Program may be another grant source we seek to apply to for financial assistance.	City Funding, MN DNR FHM FEMA HMA grant funding

CITY OF HARRIS

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
8	Drought / Wildfire	Natural Systems Protection	Identify areas within city limits that are at higher risk for wildfire and mitigation activities to reduce risk. work on reducing identified risk and increase access to areas of concern.	New High 2025-2030	City Admin in coord with Public Works and Fire Dept.	Public Works will work with the fire department to determine what areas are of high-risk for wildfire and determine what mitigation activities should occur by the city. This may include targeted fuels reduction and working with homeowners to assess and address defensible space. We may also need to increase access to areas of concern. We may seek future FEMA HMA grant funding for wildfire risk reduction activities or assistance from the MN DNR Firewise program.	City Funding, FEMA HMA, MN DNR Firewise
9	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding

CITY OF LINDSTROM

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website and Facebook page. We also post information on bulletin boards at the City Hall and at the Post Office. We also have our own County newspaper. Our city and the Lakes Area Police Department work with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We have a place on the homepage of our city website with a link to the county's sign-up page for CodeRed. We can also post public flyers for those that may not visit the city's website.	City Funding
3	All-Hazards	Local Planning & Regulations	Incorporate mitigation strategies across the city's long-term plans and policies for future growth and development.	Existing High 2025-2030	City Admin in coord with Chisago County and city depts.	The city contracts with the County for enforcement of the MN State Building Code and the City zoning Code has requirements for new development. We have a Comprehensive Plan that is designed to plan for future physical growth of the city and appropriate land uses. We have a 5-year Transportation Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding.	City Funding

CITY OF LINDSTROM

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
4	Flooding	Education & Awareness Programs	Conduct public outreach to residents on how to avoid localized street flooding and basement flooding due to high rain events.	Existing Moderate 2025-2030	City Admin, City Public Works	Each spring and fall we do outreach to homeowners to remind them to clear leafy and woody debris from roadside gutters to prevent clogging and over the road flooding in these areas. Each spring and winter we also do outreach to encourage residents to maintain their sump pumps to reduce the chances of basement flooding.	City Funding
5	Severe Summer Storms	Local Planning & Regulations	Ensure that evacuation and sheltering plans are in place for the safety of vulnerable mobile home park residents during severe storm events.	Existing High 2025-2030	City Admin, City EM in coord with MHPs	The city works with our 2 mobile home parks on emergency evacuation and sheltering of residents.	City Funding, MHPs
6	Severe Summer Storms	Structure & Infrastructure Projects	Upgrade the city's outdoor warning sirens that are old and need to be replaced.	New High 2025-2030	City Admin, City EM in coord with CCEM	The city will work with Chisago County Emergency Management on how we can purchase additional warning sirens and have them connected to the county's remote siren activation system. The city would look into applying for FEMA HMA grant funding for the purchase of warning sirens.	City Funding, FEMA HMA grant funding
7	Flooding	Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	New Moderate 2025-2030	City Admin, City Public Works	The city will work with the Chisago County engineer on local flood reduction measures.	City Funding
8	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use and information on Odd/Even days sprinkling ban.	City Funding

CITY OF LINDSTROM

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
9	Extreme Cold	Local Planning & Regulations	Work with the local nursing home to be prepared with emergency plans for extended power outages.	Existing High 2025-2030	City EM in coord with nursing home	It is the responsibility of the nursing home facility to have plans and procedures in place for emergency situations, as well as necessary backup power. Our city emergency manager is available to assist the nursing home with emergency planning as needed in order to reduce risk to vulnerable residents.	Nursing Home
10	Extreme Heat/Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme heat or cold and potential power outages, and to avoid frozen pipes in winter.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme heat or cold, we will help to share that information on our city website and FB page. In winter we do outreach to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes. We will use our city website and utility bills to notify residents to check their furnace and water heater vents during sub-zero weather to prevent carbon monoxide deaths.	City funding
11	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding

CITY OF NORTH BRANCH

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website and Facebook page. We also post information on the cable access channel and community reader board. Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We utilize CodeRed for emergency notifications. We have a place on the homepage of our city website with a link to the city's sign-up page.	City Funding
3	All-Hazards	Local Planning & Regulations	Incorporate mitigation strategies across the city's long-term plans and policies for future growth and development.	Existing High 2025-2030	City Admin in coord with city departments	The city's community development and building departments enforce the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for future physical growth of the city and appropriate land uses. We have a 10-year Capital Improvement Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding.	City Funding
4	Severe Summer Storms	Local Planning & Regulations	Ensure plans are in place for the emergency evacuation and sheltering of mobile home park residents who are vulnerable to severe summer storm and wind events.	Existing Moderate 2025-2030	City Admin / City EM	The city works with 1 of our mobile home parks on emergency evacuation and sheltering of residents.	City Funding, MHP funding

CITY OF NORTH BRANCH

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold in the winter we will do outreach to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City funding
6	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Acquire a portable generator for our Fire Station.	New Moderate 2025-2030	City Admin, City EM / Fire Dept.	Our Fire Station serves as our local shelter if people are displaced from a severe storm event or extended power outages. The city will work to purchase a generator as funding is available. We may also seek to apply for future FEMA grant funding if possible.	City Funding, FEMA grant funding
7	Severe Summer Storms	Structure & Infrastructure Projects	Address the need for warning siren coverage for new developments in the east, southwest and northeast portions of the city.	New High 2025-2030	City Admin / City EM, City Public Works	The city is adding 2 additional civil defense sirens in summer 2024 to fill existing gaps in the coverage area. There is still a need to obtain additional sirens to provide coverage of entire city to provide notification to all residents. We may seek future FEMA grant funding to assist with the purchase of additional sirens.	City Funding, FEMA grant funding

CITY OF NORTH BRANCH

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
8	Flooding	Structure & Infrastructure Projects	Continue to address ways to manage increased stormwater discharge due to more impermeable surfaces from new development.	Existing High 2025-2030	City Public Works Dept. / Municipal Utility	We have a city engineer and a public works director that address road maintenance issues for flooding. We have our own municipal utility that is responsible for mitigating against sewer and water concerns. In the past we have obtained granted funding in partnership with the SWCD for stormwater improvements. North Branch is an MS4 City and has an active SWPPP which addresses erosion control, turf establishment, and stormwater discharge for all developments and City-wide. The city also has a flood plain management ordinance contained within the Zoning code to ensure proper development setbacks and amount of impervious surface in flood designated areas.	City Funding, SWCD funding
9	Flooding	Structure & Infrastructure Projects	Address where stormwater infrastructure improvements are needed to improve the city's ability to handle high rain events.	New High 2025-2030	City Public Works Dept	Our Public Works department is working to address undersized or lack of adequate stormwater infrastructure to better handle rain events on Birch St.	City Funding
10	Flooding	Local Planning & Regulations	Continue monitoring and enforcement of the city's floodplain ordinance. Implement best management practices for new storm sewer upgrades as construction projects and in new developments.	Existing Moderate 2025-2030	City Admin / City Public Works	City administration continues to enforce our local floodplain ordinance. Our public works dept. also continues to apply best practices as we address making improvements to our stormwater infrastructure.	City Funding
11	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding

CITY OF NORTH BRANCH**Mitigation Action Chart**

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
12	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding
13	Wildfire	Local Planning & Regulations	Work with our fire department to address the need for water resources outside of the municipal water system.	New Moderate 2025-2030	City Admin / City Fire Dept.	We will work with our FD to review where there are existing gaps in municipal water resources for fighting wildland fire and potential solutions to make water available (i.e., water tankers, dry hydrants).	City Funding

CITY OF RUSH CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website and Facebook page. We have a city newsletter that is mailed to everyone with a 55069 zip code on a quarterly basis. There is a weekly newspaper that covers our community. We make announcements at City Council meetings and post flyers on our community bulletin board outside of City Hall. Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We encourage residents to sign up for the County's Code Red system in our city newsletter at least once a year. We can also put a link to Code Red on our city website.	City Funding
3	All-Hazards	Local Planning & Regulations	Incorporate mitigation strategies across the city's long-term plans and policies for future growth and development.			The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We contract with the Chisago County Department of Environmental Services and Zoning for building inspections. We have a 20-year Comprehensive Plan that is designed to plan for the future physical growth of the city and appropriate land uses.	
4	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold we will use our city website and Facebook page to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City funding

CITY OF RUSH CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	Severe Summer Storms	Local Planning & Regulations / Structure & Infrastructure Projects	Work with the owner of the manufactured home park to address the need for a larger storm shelter for the residents of the community.	New High 2025-2030	City Admin / City EM	We have 1 mobile home park within the city that has a small storm shelter that they have turned into an office. It is not adequate for the residents of the park. We will work with the MHP owner to evaluate how to address construction of a new storm shelter or tornado safe room. If we determine that a safe room is a best option, we would potentially seek to apply for future FEMA grant funding for that project.	City Funding, MHP funding, FEMA HMA
6	Severe Summer Storms	Structure & Infrastructure Projects	Purchase and install additional outdoor warning sirens for areas of new development within the city.	New Moderate 2025-2030	City Admin / City EM	The city has discussed adding additional warning sirens in new developments in the community. We may look into future FEMA grant funding for purchase of sirens, as they are very expensive.	City Funding, FEMA HMA grant funding
7	Severe Summer Storms	Structure & Infrastructure Projects	Purchase and install outdoor warning sirens in areas of new development in the city not covered by existing sirens.	New High 2025-2030	City Admin / City EM	We have a new development on the west side of the freeway, a new development on the northeast side of the city, and a new senior living facility on the south side of the city that could have outdoor warning sirens installed. We will work with Chisago County Emergency Management on this effort. We may seek to apply for future FEMA grant funding for the purchase of sirens as they are extremely expensive.	City Funding, FEMA HMA grant funding

CITY OF RUSH CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
8	Flooding	Mitigation Preparedness & Response Support	Ensure that flood-fight equipment is in place in order to quickly respond to flooding events that can affect critical infrastructure and private properties.	Existing High 2025-2030	City Fire Dept, City Public Works	The Rush City Fire Department rebuilt their 3 portable pumps (850 gpm) within the last year to keep them in proper working condition. We have been inspecting sump pumps to make sure the discharge lines are installed properly. Our Fire Department has roughly 7,000 sandbags on hand to deploy in the event of flooding emergencies.	City Funding
9	Flooding	Local Planning & Regulations	Continue to encourage residents to purchase flood insurance.	Existing Moderate 2025-2030	City Admin	Rush City worked with the MNDNR to enroll in the NFIP about 15 years ago, so residents would be able to purchase flood insurance in our community. The city continues to provide information to homeowners about this available flood insurance.	City Funding
10	Flooding	Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	Existing Moderate 2025-2030	City Public Works in coord with county engineer	We work with the city and county engineer on local flood reduction measures. We need to upsize several culverts to better handle high rain events. This is something that our city public works department is continuing to address.	City Funding
11	Wildfire	Natural Systems Protection	Continue to address fuels reduction to mitigate against wildfire risk.	Existing High 2025-2030	City Fire Dept. in coord with Chisago County and MnDOT	Every spring, our Fire Department burns lowland areas containing grassy fields to reduce the fire risk for high density areas. Chisago County and MnDOT have been mitigating the brushy fuels near roads for traffic line of site.	City, County, State funding
12	Wildfire	Education & Awareness Programs	Conduct public outreach to raise awareness of wildfire risk and steps homeowners can take to reduce risk.	Existing High 2025-2030	City Fire Dept.	Through our Fire Prevention Week activities, we increase public awareness of creating defensible space in high vegetative areas.	City Funding

CITY OF RUSH CITY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
13	Wildfire	Mitigation Preparedness & Response Support	Ensure that critical equipment is in place in order to quickly respond to wildland fire events.	Existing High 2025-2030	City Fire Dept.	Our fire department has portable pumps to assist with fighting fires outside of the municipal water system. The fire department purchased a turret (deck monitor) to extinguish fires near roads. We have backpack pumps to help extinguish wildfires in remote areas.	City Funding
14	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding
15	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding

CITY OF SCHAFER

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website. We will work with Chisago County Emergency Management to participate in the National Weather Services Severe Weather Awareness weeks.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We will work with Chisago County Emergency Management to help provide us with a link that we can put on our city website for residents to sign up for CodeRED.	City Funding
3	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold in the winter we will use our city website and utility bills outreach to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City funding
4	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	Existing Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use. We currently have water conservation fact sheets that are provided on our city website.	City Funding
5	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Obtain a portable generator for our water and sewer system.	New Moderate 2025-2030	City Admin / Public Works	The city will work to purchase a generator as funding is available. The city may also seek outside grant funding from FEMA in the future for purchase of a secondary power source.	City Funding, FEMA grant funding
6	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding

CITY OF SCHAFER**Mitigation Action Chart**

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
7	Flooding	Structure & Infrastructure Projects	Plan for and implement flood mitigation projects to improve our stormwater management system.	Existing Moderate 2025-2030	City Public Works Dept.	Our city public works department continues to address all localized infrastructure improvements as necessary, such as road and culvert improvement projects.	City Funding

CITY OF STACY

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We use our City website and Fire Department's Facebook page to share information with residents. We will work with Chisago County Emergency Management to help us participate in the National Weather Service's Severe Weather Awareness Weeks.	City Funding/ Possible Grants (TBD)
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We will work with Chisago County Emergency Management to provide a link to put on our website for residents to sign up for the county's CodeRED system. We can also promote this on our City website and Fire Department's Facebook page and in in public areas such as City Hall.	City Funding/ Possible Grants (TBD)
3	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold, we will do outreach to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City Funding/ Possible Grants (TBD)
4	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding/ Possible Grants (TBD)
5	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of Red Flag Warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our City website and Fire Department's Facebook page to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding/ Possible Grants (TBD)
6	Wildfire	Natural Systems Protection	Address wildfire mitigation measures for areas of higher risk within the city to reduce potential fuel load.	Existing High 2025-2030	City Fire Dept.	Our city fire department has implemented some targeted burn-off of brush. There is still a heavy fire load out there that the FD will continue to address.	City Funding/ Possible Grants (TBD)

CITY OF STACY**Mitigation Action Chart**

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
7	Flooding	Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	Existing Moderate 2025-2030	City Public Works Dept.	Our city's Public Works dept. oversees any needed improvements such as culvert replacements or road repairs due to increased rain events.	City Funding/ Possible Grants (TBD)

CITY OF TAYLORS FALLS

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We have a city website and also a city Facebook page where we share information with residents and visitors. We also post information at City Hall. We have a new assisted living facility where there is a large concentration of senior residents in one location. We will encourage the owner of the facility to help share information with those residents on emergency preparedness. We will work with Chisago County Emergency Management to help us post information about severe weather during the National Weather Service's Severe Weather Awareness Weeks.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We will work with Chisago County Emergency Management to help us put a link on our website for residents to sign up for the county's CodeRED system. We will also work to post hardcopy flyers encouraging residents to sign up at locations such as City Hall and the assisted living facility.	City Funding
3	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	We will use our city website and utility bills to notify residents to avoid freezing pipes during sub-zero weather. We will also work with the local nursing home to be prepared with emergency plans for extended power outages.	City funding
4	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	The city will enforce emergency water use restrictions as per direction from the MN DNR. The city will also do outreach to help make residents aware of limitations on non-essential water use.	City Funding

CITY OF TAYLORS FALLS

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	Drought / Wildfire	Public Education & Awareness	Conduct public outreach to raise awareness of wildfire risk during periods of severe drought.	Existing High 2025-2030	City Admin / City EM, Fire Dept.	We post information on the city's website and local bulletin boards to encourage residents not abide by burning restrictions and not to open burn during periods of severe drought.	City Funding
6	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Obtain a portable generator for our City Hall and Fire Station that serves as our local shelter if people are displaced from a severe storm event or extended power outage.	New High 2025-2030	City Admin / City EM	The city will work to purchase a generator as funding is available. We may also seek to apply for future FEMA grant funding for a secondary power source for emergency use.	City Funding, FEMA grant funding
7	Severe Summer Storms	Structure & Infrastructure Projects	Upgrade the city's outdoor warning siren.	New Moderate 2025-2030	City Admin / City EM in coord with CCEM	We have plans in place to start work with the county emergency manager to address upgrade of our outdated warning siren. This is something we may seek to apply for FEMA grant funding for in the future.	City Funding, FEMA grant funding
8	Flooding	Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	Existing Moderate 2025-2030	City Public Works	Our Public Works department continues to address where stormwater infrastructure improvements are needed, such as culvert upsizing or road repairs.	City Funding
9	Flooding	Structure & Infrastructure Projects	Work with homeowners along the St Croix River to buyout homes that have experienced repetitive flooding.	New High 2025-2030	City Admin / City EM	This is an option that the city would like to explore in discussion with potential willing homeowners. If properties are bought out, the homes would be removed and the land would be preserved as open space. Conducting property buyouts would require outside grant funding. The city may look to apply to the MN DNR Flood Hazard Mitigation (FHM) Grant Assistance Program to FEMA for HMA grant funding for property acquisitions.	City Funding, MN DNR FHM grant funding, FEMA HMA grant funding

CITY OF TAYLORS FALLS

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
10	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding
11	Dam Failure	Local Planning & Regulations	Work with Xcel Energy on plans and procedures in the event of dam failure of the Saint Croix Falls hydroelectric dam.	Existing High 2025-2030	City EM in coord with Xcel Energy	The city participates in regular review of updates to the EAP for the dam with Xcel Energy who owns and maintains the dam. We are part of planning for elements for emergency notification, evacuation, and the potential inundation area that would affect homes and businesses.	City Funding, Xcel Energy

CITY OF WYOMING

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage residents to be aware of and prepared for severe weather events, periods of extreme temperatures, and extended power outages.	Existing High 2025-2030	City Admin / City EM	We post information on our city website and Facebook Page. We also utilize a quarterly city newsletter. Our city works with the county to participate in the National Weather Service's annual Severe Winter/Spring Weather Awareness Week by posting severe weather awareness information out on our city Facebook page. Our local school practices tornado drills on an annual basis.	City Funding
2	All-Hazards	Education & Awareness Programs	Encourage residents in our community to sign up for the county's emergency notification system.	Existing High 2025-2030	City Admin / City EM	We have a place on the homepage of our city website with a link to the county's sign-up page. We can also put up informational flyers encouraging residents to sign up at locations such as City Hall and other public areas.	City Funding
3	All-Hazards	Local Planning & Regulations	Incorporate mitigation strategies across the city's long-term plans and policies for future growth and development.	Existing High 2025-2030	City Admin in coord with city departments	The city's planning and zoning department enforces the MN State Building Code and the City Code zoning requirements for new development. We have a 20-year Comprehensive Plan that is designed to plan for future physical growth of the city and appropriate land uses. We also have a 10-year Transportation Plan that identifies and schedules road, bridge, and culvert improvement projects to reduce over-the-road repetitive flooding.	City Funding
4	Extreme Cold	Education & Awareness Programs	Encourage residents to be prepared for periods of extreme cold and potential power outages, and to avoid frozen pipes.	Existing Moderate 2025-2030	City Admin / City EM, City Public Works	When we have periods of extreme cold, we will do outreach with our city website, Facebook page, and newsletter to remind residents to be ready for possible power outages and to run a stream of hot water to avoid frozen pipes.	City funding

CITY OF WYOMING

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
5	Extreme Cold	Local Planning & Regulations	Work with the county and partner agencies to establish a warming center facility and program for those who are homeless and exposed to extreme cold.	New High 2025-2030	City Admin / City EM in coord with CCEM	The city will work with Chisago County Emergency Management and other partner agencies to develop a plan and establish a designated facility for temporary sheltering during periods of extreme cold. Funding for such a project would likely come from both government and partner NGO resources.	City Funding, Partner agency funding
6	Severe Summer Storms	Education & Awareness Programs	Encourage homeowners who live in homes without a basement (slab on grade construction) to have plans in place for sheltering during severe wind or tornado events.	New High 2025-2030	City Admin / City EM	The city of Wyoming has approximately 60 new construction homes that have been built since 2017 that are slab on grade homes and many are 55+ on age bracket. These residents are at a higher vulnerability to high wind events without a basement. We will seek to use the April Severe Weather Awareness week to push out information to residents on having a personal plan in place and to sign up for notifications such as local weather apps and CodeRED to be aware of impending dangerous weather.	City Funding
7	Drought	Local Planning & Regulations / Education & Awareness Programs	Enforce watering use restrictions when in periods of severe drought and raise public awareness of water conservation measures.	New Moderate 2025-2030	City Admin	We will and have established and enforced watering use restrictions when in periods of severe drought. In 2023 we did enact a watering ban in the city.	City Funding
8	Flooding	Structure & Infrastructure Projects	Address where improvements are needed to improve the city's ability to handle stormwater from high rain events.	Existing High 2025-2030	City Engineer / City Public Works Dept.	We have a city engineer and a public works director that address road maintenance issues for flooding such as upsizing of culverts and road repairs. We are also a member of MNWARN.	City Funding

CITY OF WYOMING

Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
9	Wildfire	Education & Awareness Programs / Natural Systems Protection	Work to increase public awareness of red flag warnings, burning restrictions, and work with partners within the county and DNR to be prepared in case of fires in the large grassland complexes in Carlos Avery State Wildlife Management Area.	Existing High 2025-2030	City Admin / City EM / Fire Dept.	We use our city website and social media to help share information with residents on fire risk conditions and if there are burning restrictions in place. Our Fire Dept. also is in communication with the DNR and Chisago County Emergency Management in the event of potential wildfire at Carlos Avery that would pose risk to our community.	City Funding, MN DNR
10	Wildfire / Drought	Education & Awareness Programs	Work to increase public awareness of red flag warnings and burning restrictions, especially during periods of drought.	New Moderate 2025-2030	City Admin / City EM	We will use our city website to share information. We can also post flyers in public areas such as City Hall when there are burning restrictions in place by the MN DNR.	City Funding

CITY OF NORTH BRANCH

Application for Transient Merchant License

****IF YOU HAVE MULTIPLE EMPLOYEES GOING DOOR TO DOOR, EACH INDIVIDUAL MUST COMPLETE SECTION 1. ADDITIONAL SPACE IS PROVIDED ON BACK****

SECTION 1 - INFORMATION ON APPLICANT

APPLICANT'S FULL LEGAL NAME (LAST, FIRST, MIDDLE)

Schroer, James, Edward

APPLICANT'S ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)

11355 207th Ave NW, Elk River, MN 55330

APPLICANT'S PHONE NUMBER

612-968-0431

APPLICANT'S DATE OF BIRTH

7/2/1961

HAS APPLICANT EVER BEEN CONVICTED OF A VIOLATION OF ANY FEDERAL STATE OR CITY ORDINANCES OR LAWS? ☐ YES ☒ NO
IF SO LIST NATURE OF VIOLATION, DATE OF CONVICTION, AND NAME OF JURISDICTION INVOLVED.

SECTION 2 - INFORMATION ON COMPANY

COMPANY NAME (PERSON, FIRM, ASSOCIATION OR CORPORATION WHOSE MERCHANDISE IS BEING SOLD)

Plant Place, Inc.

COMPANY ADDRESS (STREET ADDRESS, CITY, STATE, ZIP) A PO BOX NUMBER IS NOT AN ACCEPTABLE ADDRESS

11355 207th Ave NW, Elk River, MN, 55330

COMPANY PHONE NUMBER

612-282-1345

MINNESOTA ID NUMBER

2252886

FEDERAL ID NUMBER

41-161-3709

SECTION 3 - INFORMATION ON GOODS TO BE OFFERED

DESCRIPTION OF GOODS, WARES, MERCHANDISE, OR SERVICES BEING OFFERED BY TRANSIENT MERCHANT

Annuals, Perennials, Hard Goods

DATES GOODS ARE BEING OFFERED

April 20th - July 20th

AREA WHERE GOODS ARE BEING OFFERED

County Market Parking Lot

I certify that the information given herein is true and complete to the best of my knowledge. I authorize the City of North Branch to do a criminal background investigation as may be necessary in issuance of a Transient Merchant License.

Jim Scher
SIGNATURE OF APPLICANT

2/6/2025
DATE

FOR OFFICE USE ONLY

BACKGROUND CHECK COMPLETED BY _____

DATE OF INVESTIGATION _____

RECOMMEND ☐ APPROVAL OR ☐ DENIAL.

☐ APPROVED OR ☐ DENIED BY CITY COUNCIL

DATE OF COUNCIL ACTION _____

LICENSE APPLICANT:

Pursuant to Minnesota Statute 270.72 Tax Clearance: Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue upon their request. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. **DO NOT RETURN TO THE DEPARTMENT OF REVENUE.**

LICENSE BEING APPLIED FOR OR RENEWED: Transient Merchant

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

LICENSE RENEWAL DATE: 4/20/2025

PERSONAL INFORMATION (If applicable):

Applicant's Name James E. Schroer

Applicant's Address 11355 207th Avenue NW Elk River MN 55330
City State Zip

Social Security Number _____

BUSINESS INFORMATION (If applicable):

Business Name Plant Place, Inc.

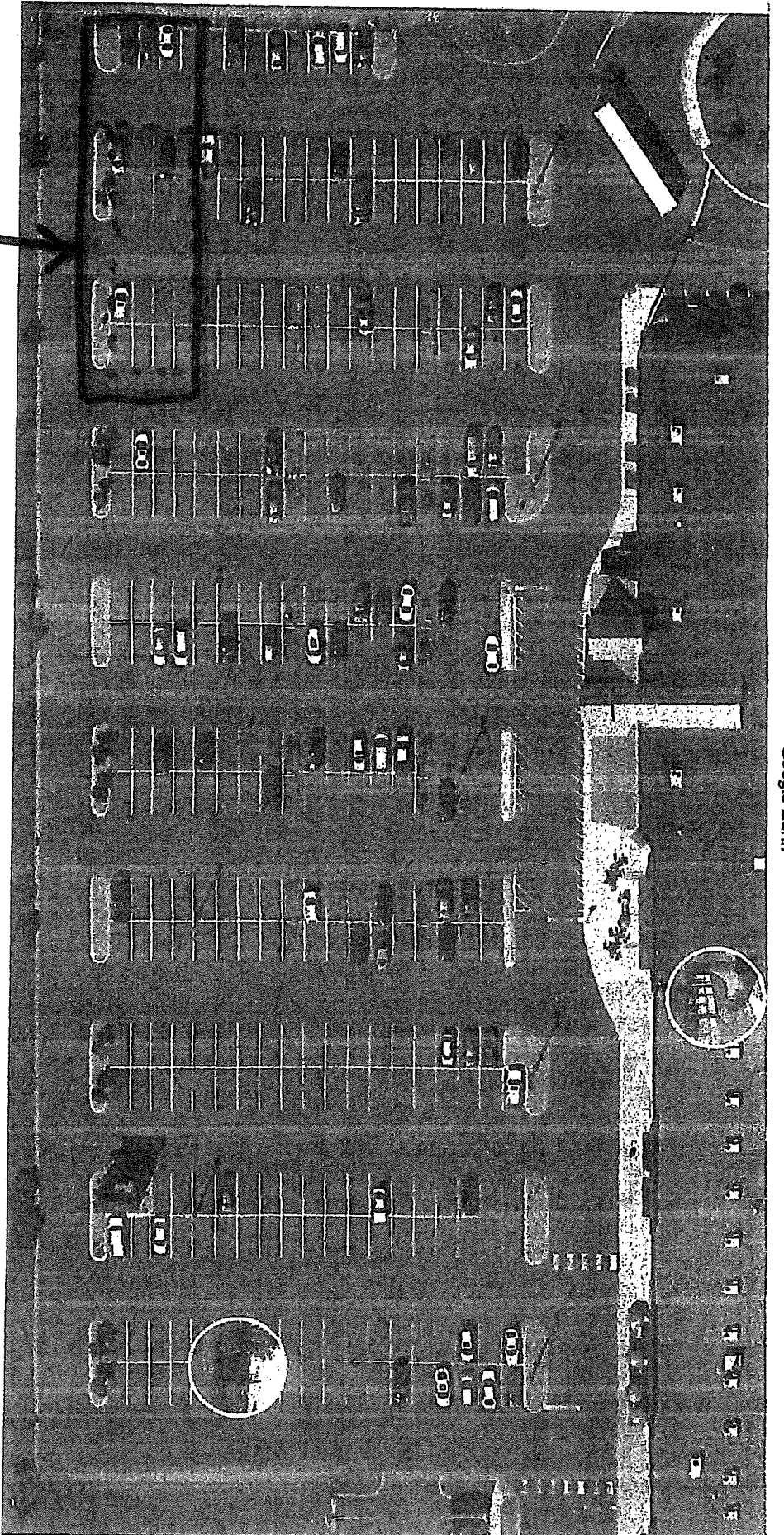
Business Address 11355 207th Avenue NW Elk River MN 55330
City State Zip

MINNESOTA TAX IDENTIFICATION NO: 225-2886

FEDERAL TAX IDENTIFICATION NO: 41-161-3709

If a Minnesota Tax Identification number is not required, please explain on the reverse side.

Jim Schroer CEO/owner 4/6/2025
Signature Position (Officer, Partner, etc.) Date



fenced in area
w/ greenhouse

any question call jim 612.968.0431

City of North Branch

OFFICIAL RECEIPT

Date 7-10 2025

Received of Plant Place
Two hundred thirty four & 100/100 Dollars \$ 234.00
For Transition Merchant Lic. Green House 2025
CHK #116166

FUND	ACCOUNT	AMOUNT



No 30849



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 02/18/2025

Board & Commission: City Council

Subject: Approval of Therapeutic Massage Business License - New Comfort Massage

New Comfort Massage has met all the standards to qualify for a Therapeutic Massage Business License. Staff recommends approval of their license.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

CITY OF NORTH BRANCH APPLICATION FOR THERAPEUTIC MASSAGE BUSINESS LICENSE

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

APPLICANT INFORMATION

Company Name: New Comfort Massage
Address: 6041 Main St STE E, North Branch, MN 55056
Business Name (DBA): N/A
Applicant is a(n): Other: LLC LLC

LOCATION INFORMATION

Legal Description: N/A
Address: 6041 Main St STE E, North Branch, MN 55056
Phone: 952-449-1535
Alternate Phone or Email: Darwin402@gmail.com

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

No

PARTNER/OFFICER INFORMATION

Name: TSZ KWAN, LAU
Home Address: 9712 Oxford Ln, Eiko New Market, MN 55020
Mailing Address: 9712 Oxford Ln, Eiko, MN 55020
Phone Number: 952-449-1535
Alternate Phone or Email: Darwin402@gmail.com
Date of Birth: 09/29/1973

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

No

Are you currently licensed in other communities, if yes, where? NO

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

No

PARTNERSHIP INFORMATION

General Partner Name: TSZ KWAN, LAU

Limited Partner Name: Tat Wing Yewng

CORPORATION INFORMATION

General Manager Name: _____

Corporate Officer Name: _____

Proprietor Name: _____

License Dates: January 1 through December 31, 2025.

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

1/31/2025 TY
Date


Signature of Applicant

FOR OFFICE USE ONLY
Receipt # and Date: 2/9/25
Form SP-CI Received: (☒) Yes () No
Work Comp Cert. Received: (☒) Yes () No
Tennessee Warning: (☒) Yes () No

pd 2/4/25



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 02/18/2025

Board & Commission: City Council

Subject: Approval of Therapist Massage Licenses for - Shauna Lopez, and Lau Tsz Kwan

Applications for Therapist Massage Licenses have been received, and all criteria have been met for approval. Staff recommends approval of Therapist Massage Licenses for Shauna Lopez and Lau Tsz Kwan.

Voting Requirements:

Voting Options Simple Majority



**CITY OF NORTH BRANCH
APPLICATION FOR THERAPIST MASSAGE LICENSE**

The annual fee for a Massage Therapist License is \$25.00. If all information is correct please sign and submit with your payment for the license. If any information is incorrect please make necessary changes. All required forms and payment must be submitted for this application to be considered complete and ready for processing.

APPLICANT INFORMATION

Applicant Name: Shauna Lopez
Address: 9187 367th St. North Branch, MN 55056
Phone: 651-315-4838
Email: Shauna.lopez21@gmail.com.com

LOCATION INFORMATION

Business Location: Iron Yard
Address: 6459 Ash St. North Branch, MN 55056
Phone: 651-315-4838
Alternate Phone or Email: Shauna.lopez21@gmail.com

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

No

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

No

Are you currently licensed in other communities, if yes, where? No

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

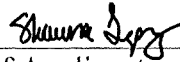
No

License Dates: January 1 through December 31, 2025

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

2-10-2025

Date



Signature of Applicant

FOR OFFICE USE ONLY

Receipt # and Date: 2/12

Form SP-CI Received: (☒) Yes () No

Work Comp Cert. Received: (☒) Yes () No

Tennessee Warning: (☒) Yes () No

CITY OF

EST.



1881

NORTH BRANCH

CITY OF NORTH BRANCH APPLICATION FOR THERAPIST MASSAGE LICENSE

The annual fee for a Massage Therapist License is \$25.00. If all information is correct please sign and submit with your payment for the license. If any information is incorrect please make necessary changes. All required forms and payment must be submitted for this application to be considered complete and ready for processing.

APPLICANT INFORMATION

Applicant Name:

TSZ ~~KWAT~~ KWAN, LAU

Address:

9712 Oxford Ln, ELKO, MN 55020

Phone:

952-445-7326

Email:

laujobie@gmail.com

LOCATION INFORMATION

Business Location:

6041 Main St STE E, North Branch, MN 55056

Address:

Phone:

952-449-1535

Alternate Phone or Email:

Darwin402@gmail.com

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

NO

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

NO

Are you currently licensed in other communities, if yes, where? NO

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

NO

License Dates:

January 1 through December 31, 2025.

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

1/31/2025
Date

TSZ KWAN, LAU
Signature of Applicant

FOR OFFICE USE ONLY

Receipt # and Date: 2/9/25
Form SP-CI Received: ☒ Yes ☐ No
Work Comp Cert. Received: ☒ Yes ☐ No
Tennessee Warning: ☒ Yes ☐ No

pd 2/18/25



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

Presenter: Nathan Sondrol, Community Development Director

Date: 02/19/2025

Board & Commission: City Council

Subject: Apporval of Resolution R-153-2025 approving the Preliminary Plat for Sherwood Pines

Recommended City Council Action

Motion to recommend the approval of the Resolution R-153-2025 approving the Preliminary Plat for Sherwood Pines Subdivision at 41623 Flink Avenue in the Rural Residential (RR) zoning district subject to the following:

1. All fees and financial obligations shall be received by the City prior to releasing the approval documents related to this project for recording.
2. The Applicant will remove two accessory structure currently located on Lot 4 to bring the site into compliance with Rural Residential Accessory Structure standards.
3. The Applicant shall dedicate appropriate drainage and utility easements including those around wetlands.
4. The Applicant or the future owner of the lots shall obtain all necessary approvals, including submittal and approval of a site grading plan, and pay all applicable fees prior to commencing construction on the lots.
5. The Applicant shall pay the park dedication fee for three new lots prior to release of the Final Plat for recording. Future park dedications fees related to Outlot A will be required upon future development.
6. Lots 2 & 3 will share a common curbcut and driveway. The Applicant submit a shared driveway easement and maintenance agreement for staff review and approval prior to release of the final plat for filing.
7. The applicant will record against the title for all lots in the subdivision that the City, County and State will not install a sound wall along I-35.

Overview / Background

MaKe Properties LLC (Applicant) is requesting Preliminary Plat approval for a subdivision at 41623 Flink Ave. (Plat). The Applicant has applied to split the existing parcel, (PID: 11.00070.00) into four (4) lots and one outlot. The Plat will create four lots, one of which is developed with an existing home and the three new lots that would be available for future residential development. The outlot will remain as is until such time as public access is available to the site. The property currently is zoned Rural Residential and is not within the designated Urban Service Area.

Request(s) to Consider

1. Land Use and Zoning
2. Plat Standards

Analysis of Request(s)

1. Land Use & Zoning

The Subject Property currently has a single land use classification: **Rural Residential**. Similarly, the property is currently zoned **RR -Rural Residential**. The applicant is not requesting any change to the zoning and therefore the request is being analyzed based upon the RR Rural Residential ordinance standards. Single family development is a permitted use in the Rural Residential zoning district.

In the Comprehensive Plan and Zoning Map, the surrounding north, south, and west properties are designated Rural Residential and have single family uses. The western border of the site is Interstate Highway 35 – with the Outlot A acting as a buffer between the highway and the proposed residential area.

Land Use and Zoning standards are satisfied.

2. Plat Standards

Minimum Lot Standards

Minimum lot dimensional standards for properties in the RR zoning district are noted in the table below along with information about the proposed four lots and outlot:

Lot Standards

Type	Area (buildable acre)	Width	Depth
Minimum Lot Area	1	110'	300'
Lot 1	1.59	150'	473'
Lot 2	1.59	150'	473'
Lot 3	1.59	150'	473'
Lot 4	3.83	342'	473'
Outlot A	39.52	521'	1306'

The maximum building height in the Rural Residential zoning district is 35 feet and the maximum lot coverage for impervious surfaces is 50%. Both of these standards can easily be met due to the size of the proposed lots. The Plat illustrates the new lot configurations with the dimensions listed in the table above, all meeting the minimum lot ordinance requirements. The table below shows the required setbacks for the RR zoning district and the existing setbacks for the residence. The applicant has provided potential building pad sites on the lots 1, 2, and 3 which can meet the ordinance setback standards and provide an acceptable primary and secondary septic site.

Type	Front Yard (feet)	Rear Yard (feet)*	Side Yard (feet)*
Minimum Lot Setback	40'	30'	10'
Lot 1 Bldg Pad	56'	364'	47'
Lot 2 Bldg Pad	55'	365'	48'
Lot 3 Bldg Pad	54'	366'	37'
Lot 4	199'	202'	60'

Lot 4 is currently developed. The proposed lot also contains an accessory building, a barn, a small shed, and an outbuilding. The ordinance permits two accessory structures for properties zoned RR and between one-acre but less than five-acres. Staff is recommending the removal of two outbuildings, most likely the two smaller buildings, to bring the property into compliance. Section 66-898 of the North Branch City Code requires that all accessory buildings in the RR Districts meet the following setback requirements; Front Yard – 40 ft, Side Yard - 10 ft, and Rear Yard - 10 ft. The accessory building northwest of the barn is the closest accessory structure to a lot line at 13 feet – meeting the setback requirement. All other accessory structures meet the RR setbacks.

Wetlands

The Applicant has indicated there may be a wetland on site. However, the finalized Wetland Delineation determination has not been made due to the weather. A final determination is required, and provision of a drainage and utility easement over the wetland, in conjunction with submittal of the final plat.

Grading

The grading plan indicates where driveways will be placed. Grading will be required for the driveway work, including the shared driveway for Lots 2 & 3, the area immediately around proposed driveways, residences, and septic fields. Each lot will be individually graded upon development of each unit. The Applicant or the future builder, will be required to provide grading and erosion control plans and obtain all necessary permits, prior to building on either of the new lots which is a condition of approval.

Access

Flink is a major collector and the City tries to limit the amount of curbcuts along the road when possible. For this reason, staff had directed the applicant to provide a shared driveway for at least one of the lots. The applicant is recommending the residence keep the existing driveway with a new shared access for lots 2 & 3 and one driveway for Lot 4

Other

The City received a letter from MnDOT indicating their concerns about development in this location, as it relates noise and it's proximity to 1-35. They indicated they will not expend funds for noise mitigation measures in developed area. A condition of approval requires the applicant to record this information on each lot.

Preliminary Plat

In considering the Preliminary Plat, the proposal should be weighed against the following factors:

1. Consistency with the policy, purpose, design standards and other requirements of this chapter.
2. Consistency with the city's growth management system or other development plans.
3. Consistency with the zoning chapter.
4. The physical characteristics of the site including but not limited to topography, erosion, and flooding potential, soil limitations, soil borings, are suitable for the type of development or use contemplated.
5. The proposed development will not create undue burden on services and/or infrastructure.

Based upon the information provided by the applicant and the assessment of the considering factors, the city staff and the Planning Commission found the application met the minimum dimensional standards.

Staff Recommendation

City staff recommends approval of the Preliminary Plat for Sherwood Pines with the conditions as stated.

Parks, Trails and Open Space Commission Recommendation

The Parks, Trails and Open Space Commission discussed the Sherwood Pines Preliminary Plat at the February 3, 2025 meeting and recommended the acceptance of cash in lieu of park dedication as the additional homes would place additional demands on the city's parks, trails and open space system.

Planning Commission Recommendation

The Planning Commission held a public hearing and took public testimony relating to the Sherwood Pines Preliminary Plat at the February 4, 2025 meeting and recommended approval based on finding of fact and conditions.

City Council Requested Action

Motion to recommend the approval of Resolution R-153-2025 approving the Preliminary Plat for Sherwood Pines Subdivision at 41623 Flink Avenue in the Rural Residential (RR) zoning district subject to conditions.

The City Council could take one of the following actions:

1. Recommend approval with Planning Commissioners' finding of fact and conditions of approval.
2. Recommend denial based upon findings of fact.
3. Table the request to the next meeting and provide direction to Staff and the applicant as to the additional information needed.

Attachments

Preliminary Plat – Sherwood Pines. *Widseth* – 01/08/25

Grading Plan of Sherwood Pines. *Widseth* – 01/08/25

Certificate of Survey. *Widseth* – 12/23/24

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-153-2025

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
SHERWOOD PINES SUBDIVISION**

WHEREAS, MaKe Properties LLC (“Owner”) requested Preliminary Plat approval for Sherwood Pines Subdivision, collectively referred to hereafter as “Plat,” located at 41623 Flink Ave (PID: 11.00070.00) (“Subject Property”) and,

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

WHEREAS, the Owner is proposing to Plat the Subject Property, creating a total of four (4) residential lots – an increase of three (3) new residential lots for new development, and one outlot – on 39.52 gross acres of land (“Development”); and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on February 4, 2025, to consider and receive public comment regarding the proposed Plat; 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, during the public hearing there were several residents who spoke. They expressed concerns about the number of curbcuts along Flink Avenue, groundwater contamination from private well and septic, the number of lots and their size, and potential traffic impacts along Flink Avenue; and,

WHEREAS, following the Hearing, the Commission found the Plat satisfies all Land Use and Zoning standards and City platting requirements, and unanimously recommended approval of the Plat for Sherwood Pines preliminary plat; and,

WHEREAS, on February 25, 2025, the City Council passed Resolution No. R-153-2025, approving said preliminary plat.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Preliminary Plat for Sherwood Pines is hereby approved based upon the following findings of fact:

1. The proposed development is consistent with the City’s Comprehensive Plan and is

- compatible with the present and future land uses of the area.
2. The development is consistent with the City's Zoning Ordinance.
 3. The physical characteristics of the site including but not limited to topography, erosion, an flooding potential, soil limitations, soil borings are suitable for the type of development or use contemplated.
 4. 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.

Subject to the following conditions:

1. All fees and financial obligations shall be received by the City prior to releasing the approval documents related to this project for recording.
2. The Applicant will remove two accessory structures currently located on Lot 4 to bring the site into compliance with Rural Residential Accessory Structure standards.
3. The Applicant shall dedicate appropriate drainage and utility easements including those around wetlands.
4. The Applicant or the future owner of the lots shall obtain all necessary approvals, including submittal and approval of a site grading plan, and pay all applicable fees prior to commencing construction on the lots.
5. The Applicant shall pay the park dedication fee for three new lots prior to release of the Final Plat for recording. Future park dedications fees related to Outlot A will be required upon future development.
6. Lots 2 & 3 will share a common curbcut and driveway. The Applicant submit a shared driveway easement and maintenance agreement for staff review and approval prior to release of the final plat for filing.
7. The Applicant submit final wetlands delineation report and provide any appropriate drainage and utility easements for staff review and approval prior to final plat approval.
8. The applicant will record against the title for all lots in the subdivision that the City, County and State will not install a sound wall along I-35 in the area.

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

GRADING PLAN OF SHERWOOD PINES

SURVEY NOTES

- The bearing system is based on the Chisago County coordinate system, NAVD83 (1996 Adjust).
- Existing contours shown are from the MN DNR on NAVD88.
- Rock entrances shall be installed at the start of grading. 1 1/2 - 2 inch washed rock shall be used. Drive must be at least 35 feet in length, and as wide as required by the operations of the project. Replace rock as needed to maintain a 6 inch depth. A geotextile fabric may be used under the rock to prevent the migration of the underlying soil into the rock.
- Soil stockpiles must not be placed near waterbodies or on streets.
- Streets must be cleared of all debris at the end of each day or as directed by the City, to remove all accumulated materials. Failure to perform any street sweeping within six hours of notice by the City will result in the work being performed Engineering Design Standards for Stormwater Management by the City and all associated costs billed. The City also requires removal of accumulated materials on streets during winter.
- Permanent seeding recommended. MnDOT 25-131 Low Maintenance Turf Mix, 220lb/acre. Fertilizer Type 3 @ 350 lbs/acre. Seeding and restoration to be completed within 48 hours of final grading.
- NOTE:** The building pads, stockpiles, and driveway locations are shown for graphic purposes only. The final grades and floor elevations are subject to soil borings and approval by the owner, builder, and local governing body, at the time of permitting. The floor elevations shown are based on a minimum low floor elevation 3 feet above existing grade. It is the responsibility of the builder to comply with State laws and local ordinances regarding construction site erosion and sediment control.

OWNER & DEVELOPER

MaKe PROPERTIES LLC
21542 SHALLOW LAKE RD
WARDA, MN 55793
(651) 226-4039

ENGINEER/LAND SURVEYOR

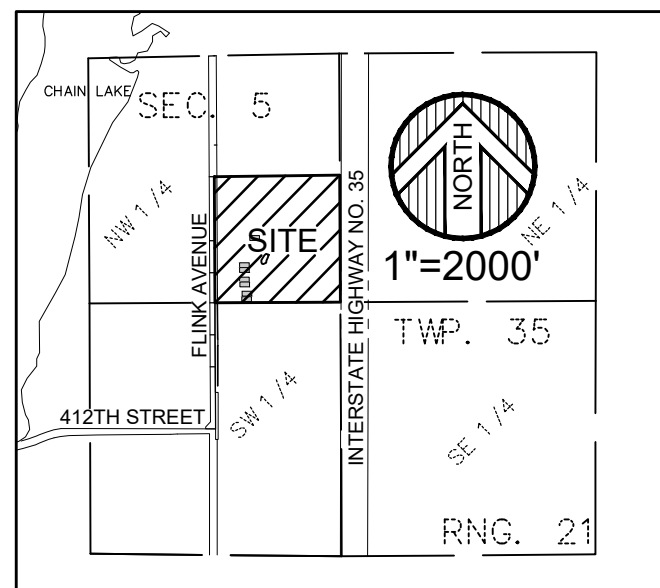
WIDSETH
5368 266TH STREET
WYOMING, MN 55092
PHONE (651) 464-3130

SOIL TESTER

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

PROPERTY DESCRIPTION:

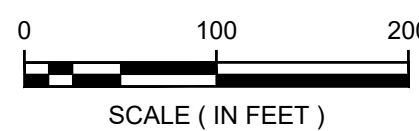
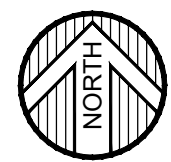
Affidavit of Identity and Survivorship Doc. No. A601756
The Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section Five (5), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.



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

FLOODPLAIN NOTES: FLOOD INSURANCE RATE MAP (FIRM)

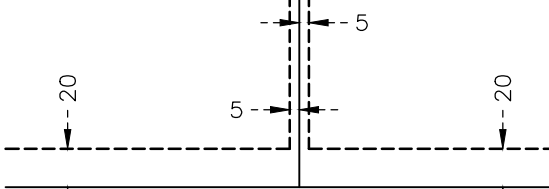
COMMUNITY No.	PANEL No.	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE
27025	0165	0	04/17/2024	X



LEGEND

- DENOTES A CHISAGO COUNTY RIGHT OF WAY MONUMENT
- DENOTES A FOUND 1/2" IRON PIPE MONUMENT CAP NO 6260 UNLESS NOTED OTHERWISE
- DENOTES A SET 1/2" IRON PIPE MONUMENT CAP NO 42648
- ⊗ DENOTES A SET MAGNETIC NAIL W/WASHER INSCRIBED 42648
- ⚡ POWER POLE
- Ⓣ TELE PEDESTAL
- ⋈ GUY ANCHOR
- Ⓜ EXISTING WELL
- Ⓡ FENCE POST
- ✉ MAIL BOX
- Ⓜ AC UNIT
- Ⓢ SEPTIC COVER
- ⚡ ELECTRIC LIGHT POLE
- Ⓜ ELECTRIC METER
- Ⓜ GAS METER
- Ⓜ TV PEDESTAL
- BUILDING SETBACK LINE
- BITUMINOUS SURFACE
- ▨ GRAVEL SURFACE
- OHE OVERHEAD ELECTRIC
- UGE UNDERGROUND ELECTRIC
- FOC FIBER OPTIC CABLE
- DENOTES WETLAND DELINEATED BY EARTH SCIENCE ASSOCIATES INC. DATED 01/03/2025

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 20 FEET IN WIDTH ADJOINING STREET LINES AND 5 FEET IN WIDTH ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

DATE: December 2024	DATE: 01/08/2025	AMENDMENTS: Added wetland data to drawing	BY: JAS	PREPARED FOR: MaKe PROPERTIES LLC
SCALE: AS SHOWN				I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: JMM				<i>Kelly L. Jordan</i>
CHECKED BY: KLJ				Kelly L. Jordan
FILE NUMBER: 2024-11929				Kelly L. Jordan DATE: 12/23/2024 LIC. NO. 42648

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WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

PRELIMINARY PLAT SHERWOOD PINES

PROPERTY DESCRIPTION:

Title Commitment: Stewart Title Guaranty Company, Dated October 29, 2024, Office File No. 2024-233195
The Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section Five (5), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.

SURVEY NOTES:

- Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adj.)
- Vertical Control: MNDOT "HARRIS MNDT AZ MK" Elev. = 921.55 NAVD88.
- The address of the property is 41623 Flink Ave., North Branch, MN 55056. PID No. 11.00070.00
- The total acreage of the property is 1,721,458 Sq. Ft. or 39.52 Acres.
- Contours shown are LIDAR contours from MN DNR on NAVD88 datum
- Building pads, driveways, septic areas, and wells are approximate only.

DEVELOPMENT REGULATIONS	
SINGLE FAMILY LOTS	
FRONT SETBACK	40 FT.
REAR SETBACK	30 FT.
SIDE SETBACK (INTERIOR)	10 FT.
SIDE SETBACK (CORNER)	30 FT.
MINIMUM WIDTH	110 FT.
MINIMUM DEPTH	300 FT.
WETLAND	40 FT.
WETLAND BUFFER	20 FT.
LOWEST FLOOR ABOVE HIGHEST KNOWN GROUNDWATER LEVEL	3 FT.
LOWEST FLOOR ELEVATION ABOVE 100-YEAR FLOOD ELEVATION	2 FT.

WETLAND DELINEATOR

EARTH SCIENCE ASSOCIATES INC.
37445 GRAND AVENUE
NORTH BRANCH, MN 55056
(612) 718-0413
DATE: 01/03/2025

OWNER & DEVELOPER

Make PROPERTIES LLC
21542 SHALLOW LAKE RD
WARBA, MN 55793
(651) 226-4039

ENGINEER/LAND SURVEYOR

WIDSETH
5368 266TH STREET
WYOMING, MN 55092
PHONE (651) 464-3130

SOIL TESTER

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

SOIL BORING	ELEVATION AT MOTTLED SOIL
SOIL BORING 1	907.0
SOIL BORING 2	910.0
SOIL BORING 3	909.6
SOIL BORING 4	914.2
SOIL BORING 5	914.6
SOIL BORING 6	901.4
SOIL BORING 7	901.4
SOIL BORING 8	NA
SOIL BORING 9	902.1
SOIL BORING 10	903.7
SOIL BORING 11	903.4
SOIL BORING 12	NA
SOIL BORING 13	918.1
SOIL BORING 14	920.8
SOIL BORING 15	NA
SOIL BORING 16	NA
SOIL BORING 17	NA
SOIL BORING 18	NA
SOIL BORING 19	918.4
SOIL BORING 20	NA
SOIL BORING 21	919.7
SOIL BORING 22	915.9
SOIL BORING 23	910.7
SOIL BORING 24	907.8
SOIL BORING 25	908.8
SOIL BORING 26	NA

SOIL BORING	ELEVATION AT MOTTLED SOIL
SOIL BORING 27	902.2
SOIL BORING 28	896.2
SOIL BORING 29	900.9
SOIL BORING 30	NA
SOIL BORING 31	NA
SOIL BORING 32	NA
SOIL BORING 33	NA
SOIL BORING 34	919.5
SOIL BORING 35	NA
SOIL BORING 36	NA
SOIL BORING 37	917.0
SOIL BORING 38	NA
SOIL BORING 39	NA
SOIL BORING 40	NA
SOIL BORING 41	NA
SOIL BORING 42	912.0
SOIL BORING 43	907.6
SOIL BORING 44	NA
SOIL BORING 45	NA
SOIL BORING 46	NA
SOIL BORING 47	910.9
SOIL BORING 48	NA
SOIL BORING 49	NA
SOIL BORING 50	NA
SOIL BORING 51	NA
SOIL BORING 52	NA

*NA = MOTTLED SOIL NOT FOUND

FLOODPLAIN NOTES: FLOOD INSURANCE RATE MAP (FIRM)

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

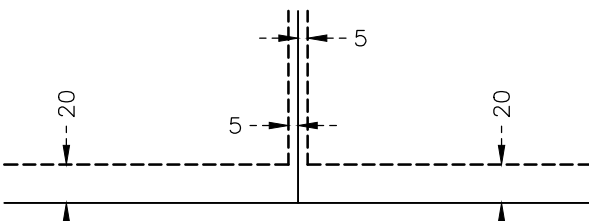
LEGEND

- ⊙ DENOTES A CHISAGO COUNTY RIGHT OF WAY MONUMENT
- DENOTES A FOUND 1/2" IRON PIPE MONUMENT CAP NO 6260 UNLESS NOTED OTHERWISE
- DENOTES A SET 1/2" IRON PIPE MONUMENT CAP NO 42648
- ⊗ DENOTES A SET MAGNETIC NAIL W/WASHER INSCRIBED 42648
- ⚡ POWER POLE
- ⚓ TELE PEDESTAL
- ⚓ GUY ANCHOR

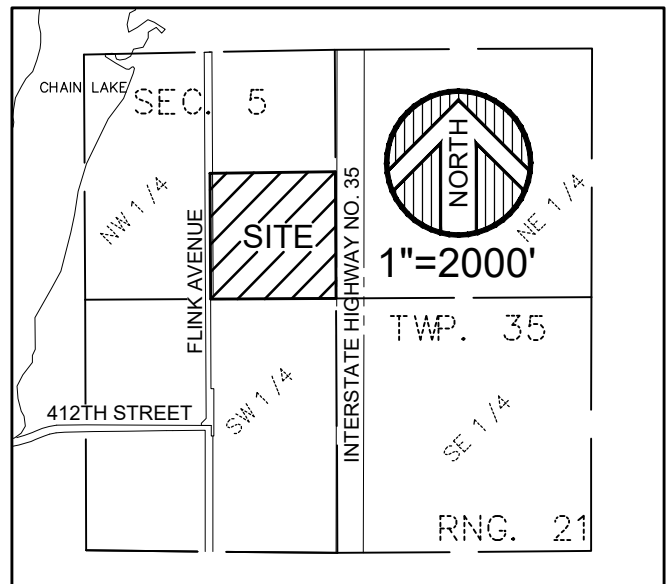
- ⊕ EXISTING WELL
- ⊖ FENCE POST
- ✉ MAIL BOX
- Ⓜ AC UNIT
- Ⓢ SEPTIC COVER
- ⚡ ELECTRIC LIGHT POLE
- Ⓜ ELECTRIC METER
- Ⓜ GAS METER
- Ⓜ TV PEDESTAL
- Ⓜ SOIL BORING
- ⊕ PROPOSED WELL

- BUILDING SETBACK LINE
- BITUMINOUS SURFACE
- ▨ GRAVEL SURFACE
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- FOC — FIBER OPTIC CABLE
- BARBED WIRE FENCE
- WOOD FENCE
- SINGLE CHAIN FENCE
- WOOD LINE
- DENOTES WETLAND DELINEATED BY EARTH SCIENCE ASSOCIATES INC. DATED 01/03/2025

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 20 FEET IN WIDTH ADJOINING STREET LINES AND 5 FEET IN WIDTH ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



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



0 100 200
SCALE (IN FEET)

DATE: December 2024	DATE: 01/08/2025	AMENDMENTS: Added wetland data to drawing	BY: JAS	PREPARED FOR: Make PROPERTIES LLC
SCALE: AS SHOWN				I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: JMM				<i>Kelly L. Jordan</i>
CHECKED BY: KLJ				DATE: 12/23/2024 LIC. NO. 42648
FILE NUMBER: 2024-11929				

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CERTIFICATE OF SURVEY

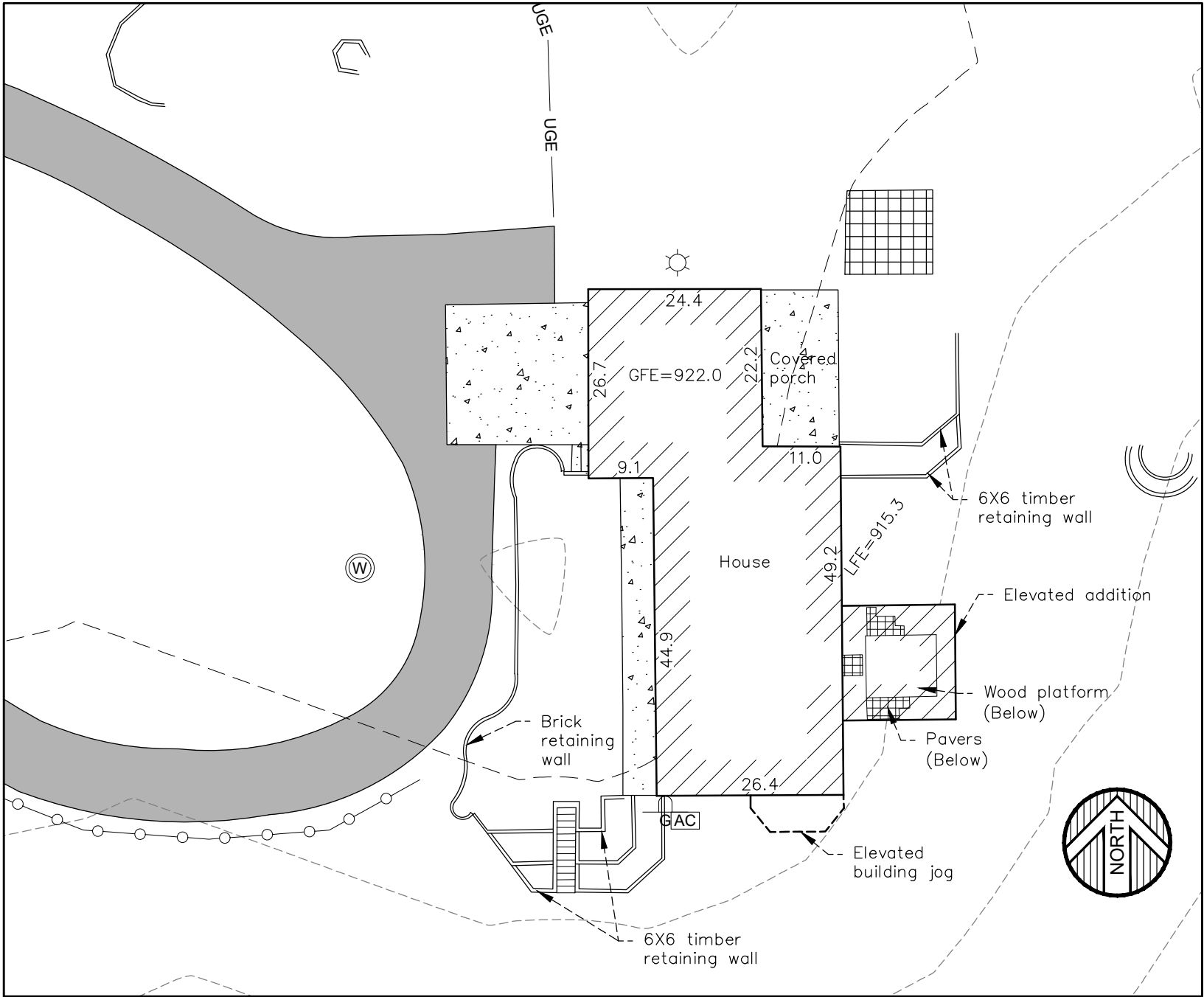
PROPERTY DESCRIPTION:

Title Commitment: Stewart Title Guaranty Company, Dated October 29, 2024, Office File No. 2024-233195
The Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section Five (5), Township Thirty-five (35), Range Twenty-one (21), Chisago County, Minnesota.

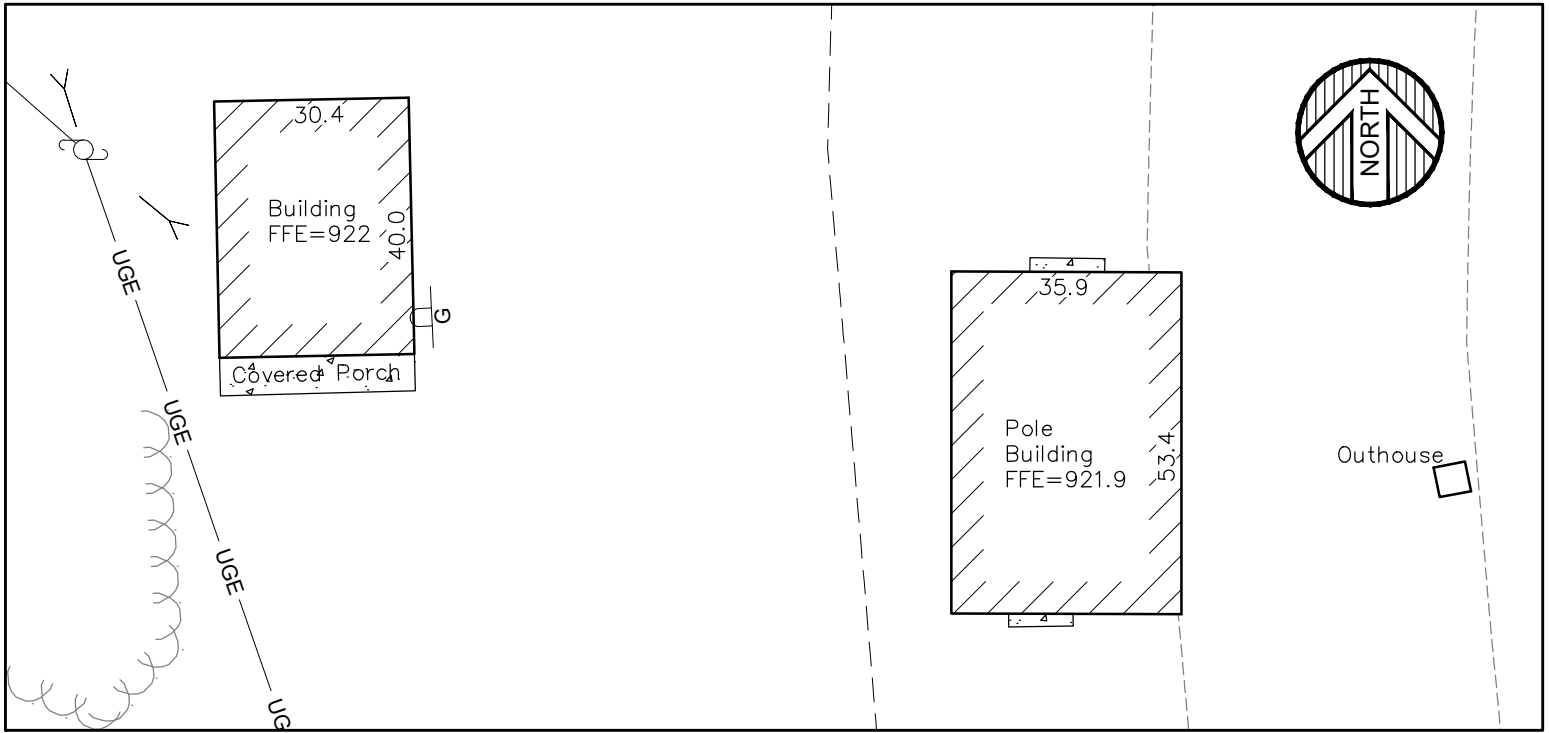
SURVEY NOTES:

- Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adj.)
- Vertical Control: MNDOT "HARRIS MNDT AZ MK" Elev.=921.55 NAVD88.
- The address of the property is 41623 Flink Ave., North Branch, MN 55056. PID No. 11.00070.00
- The total acreage of the property is 1,721,458 Sq. Ft. or 39.52 Acres.
- Contours shown are LIDAR contours from MN DNR on NAVD88 datum
- The electric easement per Document No. 127288 is shown along the north property line of the subject property.

DETAIL A 1"=20'

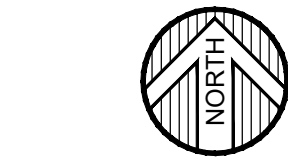


DETAIL B 1"=30'



LEGEND

- DENOTES A CHISAGO COUNTY RIGHT OF WAY MONUMENT
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- PAVERS
- GRAVEL SURFACE
- OHE OVERHEAD ELECTRIC
- UGE UNDERGROUND ELECTRIC
- FOC FIBER OPTIC CABLE
- BARBED WIRE FENCE
- WOOD FENCE
- SINGLE CHAIN FENCE
- WOOD LINE



0 100 200
SCALE (IN FEET)

DATE: December 2024	DATE:	AMENDMENTS:	BY:	PREPARED FOR: Make PROPERTIES LLC
SCALE: AS SHOWN				I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: JMM				Kelly L. Jordan
CHECKED BY: KLJ				Kelly L. Jordan
FILE NUMBER: 2024-11929				Kelly L. Jordan

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WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

Sherwood Pines Preliminary Plat Public Hearing – PC Meeting February 4, 2025

Schaefer introduced the next item, the Preliminary Plat for Sherwood Pines.

Sondrol provided an overview of the applicant's request for the Sherwood Pines preliminary plat. Sondrol provided background as to the location and zoning of the lot along Flink Avenue. Sondrol stated that all the four lots (and outlot) meet the zoning requirements.

Sondrol noted that the Parks Commission reviewed the preliminary plat and recommended the acceptance of cash for park dedication. Staff recommends approval of the preliminary plat with conditions. Sondrol recommends that the Chair open the matter for public comment and inquiry. No comments have been received from MNDOT or the DNR.

Schaefer begins by opening the matter to questions from the Commissioners.

Cich asked if the developers were planning on developing the full acreage.

Sondrol confirmed that the applicant is proposing four lots and one outlot for future development.

Schaefer asked if the accessory structure on original home site meets setback requirements.

Sondrol stated the reason why staff is requiring the removal of the structure is because the ordinance allows a maximum of 2 accessory structures on rural residential property of this size. There is another accessory building on site that does meet setback requirements. Staff has been told that the one of the buildings has already been removed.

At 6:40 Schaefer opens the meeting up to public comment.

James (unknown last name), a property owner on Flink inquired about the plan for the north side of his lot and if there would be future developments in this area. He wondered if the developer was trying to establish a presence in his neighborhood. He voiced concerns about the building adjacent to his lot. He commented that he thinks they will develop the outlot and asked if he had to wait to comment on outlot development when its developed. He would like to have a barrier for privacy if they do develop that outlot.

Schaefer reiterated that there are no plans at this time to react to and we have to look at facts and the zoning ordinance to see if it's allowed. We are only looking at the four new lots tonight.

Meacham referenced that developers in the past have been able to work with community members to solve problems. He recommended to James that the same might be able to happen with this applicant.

Lisa Klatt, a neighbor, stated that North Branch has too many houses and needs to slow rate of growth. Public (including schools) and private infrastructure are not able to keep up with this growth. Traffic on Flink is a concern. She is concerned that the developer from out of state comes in and develops and this is where they live. She asked the Planning Commission about the direction of the community. She asked how many building permits were issued last year.

Sondrol replied that 114 homes had been built last year. There is a similar projection for next year.

Tom Buck, 41390 Flink Avenue, is concerned about many driveways, roadway safety, the increase in traffic and speed from development, and the well and septic issues/contamination issues that may arise.

Sondrol explained where the MUSA is line is located and affirmed that every lot must have a secondary sewer system. Safety measures and potential soil contamination are taken into consideration.

Sondrol discussed the proposed driveways in reference to the increased traffic potential. The shared driveways are meant to mitigate the effect of many driveways onto the street.

Mr. Buck asked why there can't be a cul-de-sac on the street to minimize driveways and increase safety. The Planning Commission referred the question to the public works director about potential traffic problems.

The Public Works Director stated a transportation study on intersections and speed will be done in about two months, but the comprehensive plan recommends 45 mph on Flink and that will likely be posted and the police will enforce.

Meacham asked if any other improvements on Flink were planned.

The Public Works Director stated that the study is specific to the LGI development and all improvements will be limited to the LGI Homes area.

Mr. Buck commented that over time the city has gone from 10 lots per acre, to 2.5 lots per acre and he likes having room around him.

Sondrol read an email comment from a Flink Avenue resident, Cynthia Gray, 41608 Flink Avenue. She complained that due to her circumstances as a single retiree, this development would particularly harm her. She had concerns about traffic. She said it is sad that their rural community may turn into the northern Twin Cities.

At 7:04 Schaefer closed the public hearing and opened the regular meeting.

Cich asked if we could do an internal road in the development.

Sondrol reiterated that staff is responding to the plan and it meets requirements.

Meachem maintains that traffic and roadways can be considered for the Planning Commission. He is concerned about the increasing number of access points as well. Road concerns come up time and again.

Schaefer shared that he also lives in the area and uses the roads frequently. He does not see the traffic that others see. They moved to North Branch for the rural lifestyle decades ago. But he also maintained that it is natural for communities to grow.

The Public Works Director stated that the daily traffic count is 2,750 a day and he recommends beginning by lowering the speed limit to 45. Increased density will force the speed limit on Flink to decrease as more homes are built.

Schaefer asked for a motion to approve the Sherwood Pines preliminary plat.

Meachem motioned to recommend approval with all findings of fact and recommended conditions from staff including:

1. All fees and financial obligations shall be received by the City prior to releasing the approval documents related to this project for recording.
2. The Applicant will remove two accessory structures currently located on Lot 4 to bring the site into compliance with Rural Residential Accessory Structure standards.
3. The Applicant shall dedicate appropriate drainage and utility easements including those around wetlands.
4. The Applicant or the future owner of the lots shall obtain all necessary approvals, including submittal and approval of a site grading plan, and pay all applicable fees prior to commencing construction on the lots.
5. The Applicant shall pay the park dedication fee for three new lots prior to release of the Final Plat for recording. Future park dedications fees related to Outlot A will be required upon future development.
6. Lots 2 & 3 will share a common curbcut and driveway. The Applicant submit a shared driveway easement and maintenance agreement for staff review and approval prior to release of the final plat for filing.
7. The Applicant submit final wetlands delineation report and provide any appropriate drainage and utility easements for staff review and approval prior to final plat approval.
8. The applicant will record against the title for all lots in the subdivision that the City, County and State will not install a sound wall along 1-35 in the area.

Motion seconded by Schaefer. All voted AYE. Motion carried.



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 02/19/2025

Board & Commission: Planning Commission

Subject: Approval of an Amendment to the Meadows North Townhomes 1st and 2nd Addition Planned Unit Development and Subdivision Agreement

Overview / Background

LGI Homes – Minnesota, LLC is requesting an amendment to language within Exhibit H of the Developers Agreements for Meadows North Townhomes 1st and 2nd Additions, specifically pertaining to the minimum square footage of dwelling units within the developments.

The Meadows North Townhomes development is a 116-unit residential townhome development located on the southwest corner of Flink Avenue and 400th Street. Phase 1 included 44 units and was approved by the City Council on June 13, 2023, per Resolution No. 39-23-CC. Phase 2 included 72 units and was by the City Council on May 14, 2024 per Resolution No R-39-2024. The Preliminary Plat and Planned Unit Development (PUD) standards were approved by the City Council on January 25, 2022, per Resolution No. 007-22-CC.

Issue(s) to Consider

The existing language in the PUD Currently a portion of Exhibit H reads as follows:

City Code 66-315 (a) (1) b 2:

A dwelling unit with one, two or more stories shall have a minimum of 800 square feet on the main floor.

Modify to: Main level minimum of 572 sq. feet with a total finishable space (basement, main level, and 2nd floor of 1,702 for interior units and 1,880 for the end units.

The modification above were based on previous building plans that were submitted at the early stage of development. As a result the new minimums are a very specific size that is far more than the “minimums” that are typically seen in zoning ordinances. The current minimums are overly restrictive for this type of dwelling unit and do not leave room for reasonable variations. LGI Homes has since submitted revised building plans consisting of three different floorplans – all of the new plans meet the minimum main level size of 572 sq. ft. but one of the plans has slightly less total square footage than the current restriction. LGI wishes to revise the square footages to a more reasonable number and simplify the standard by eliminating a differentiation between corner and interior units, and eliminating reference to basement level since the most recent plans are slab-on-grade designs that do not have a basement.

LGI Homes – Minnesota, LLC is proposing to revise the language as follows:

City Code 66-315 (a) (1) b 2:

A dwelling unit with one, two or more stories shall have a minimum of 800 square feet on the main floor.

*Modify to: Main level minimum of ~~572~~ **550** sq. feet with a total finishable space (~~basement, main level,~~
and 2nd floor of 1,702 for interior units and 1,880 for the end units ~~of 1,200 square feet minimum.~~*

The proposed revision still provides minimum standards that are above the original standards that were in place but which are not too restrictive, i.e. still allow a margin for variation and changes to floorplans.

North Branch City Code Sec 66-798 allows for review and amendments to PUD's by the Planning Agency and City Council as outlined below.

Sec 66-798 Review And Amendments

(c) Minor changes in the location, placement, and heights of the buildings or structures may be authorized by the planning director if required by engineering or other circumstances not foreseen at the time the final plan was approved.

(d) Approval of the planning agency and city council shall be required for other changes such as rearrangements of lots, blocks and building tracts. These changes shall be consistent with the purpose and intent of the approved final development plan.

Staff Recommendation

City staff recommend approval of the amendment to language within Exhibit H of the Developers Agreements for Meadows North Townhomes 1st and 2nd Additions as proposed by LGI Homes - Minnesota LLC.

Planning Commission Recommendation

The Planning Commission recommended approval of the amendment to language within Exhibit H of the Developers Agreements for Meadows North Townhomes 1st and 2nd Additions as proposed by LGI Homes - Minnesota LLC.

Requested City Council Action

Recommended City Council Action

Motion to approve an amendment to the Planned Unit Development and Subdivision Agreement for Meadows North Townhomes 1st and 2nd Addition to amend the language to Exhibit H of the agreement.

Voting Requirements:

Voting Options **Simple Majority**

FIRST AMENDMENT TO
MEADOWS NORTH TOWNHOMES 1st ADDITION
PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT ("Amendment") is made this 25th day of February 2025 by and between the City of North Branch, a Minnesota municipal corporation ("City"), located at 6408 Elm Street, North Branch, Minnesota 55056, and LGI Homes – Minnesota, LLC., a Minnesota Limited Liability Corporation, located at 2850 Cutters Grove Ave Ste 207, Anoka, MN 55303 ("Developer").

WHEREAS, on June 13, 2023, Developer received Planned Unit Development (PUD) Subdivision Agreement approval for Meadows North Townhomes 1nd Addition, a 44-unit single-family townhome dwelling residential subdivision; and,

WHEREAS, the parties desire to amend the Agreement as follows:

1. AMENDMENT TO EXHIBIT "H" OF THE AGREEMENT.
Exhibit "E" of the Agreement is amended to the following language:

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT BETWEEN THE CITY OF NORTH
BRANCH, A MINNESOTA MUNICIPAL CORPORATION AND LGI HOMES - MINNESOTA, LLC, A
MINNESOTA LIMITED LIABILITY COMPANY**

This is Exhibit IH to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Below are the terms and conditions of the preliminary plat and the planned unit development:

City Code 66-315 (a) (1) b 2:

A dwelling unit with one, two or more stories shall have a minimum of 800 square feet on the main floor.

Modify to: Main level minimum of 572 500 sq feet with a total finishable space (~~basement, main level and 2nd floor of 1,702 1,200 sq. feet. for interior units and 1,880 for the end units.~~

City Code 66-318 (a):

Total lot area: a minimum of 7,500 square feet per dwelling unit.

Modify to: 2,000 square feet.

City Code 66-318 (b):

Total width at front yard setback line: a minimum of 150 feet.

Modify to: 26 feet

City Code 66-318 (c):

Total minimum lot depth: 100 feet.

Modify to: 77 feet

City Code 66-318 (d):

Yard dimensions:

1. Front yard setback: 30 feet from the lot line or road right-of-way if applicable.

Modify to: 12 feet from front property line to foundation/10' from front property line to projection of second story cantilever (2' cant.). Minimum distance from back of curb to foundation is 25'

2. Side yard setback (each end of row): minimum of six feet from the (interior) lot lines or zero if dwelling unit is attached.

Modify to: 5 feet to property line

3. Corner side yard setback: minimum of 30 feet from the lot line or road right-of-way if applicable.

Modify to: As shown on plans.

4. Rear yard setback for interior lots: minimum of 30 feet from the lot line.

Modify to: 16 feet from property line to unit foundation, i.e. not including deck; minimum rear yard setback for a deck or patio is 6' not including stairs

5. Rear yard setback for corner lots: minimum of 15 feet from the lot line.

Modify to: As shown on plans.

2. EFFECT OF AGREEMENT. The Agreement shall remain in full force and effect, except as specifically amended herein. IN WITNESS WHEREOF, the City has caused this Amendment to be

duly executed in its name and behalf, and the Developer has caused this Amendment to be duly executed in its name and behalf, on or as of the date first above written.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf, and the Developer has caused this Amendment to be duly executed in its name and behalf, on or as of the date first above written.

[Remainder of this page intentionally left blank.]

DEVELOPER:
LGI HOMES – MINNESOTA, LLC

Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by _____, Chief Manager of LGI Homes – Minnesota, LLC, Inc., a Minnesota Limited Liability Corporation, on behalf of the corporation.

Notary Public

CITY OF NORTH BRANCH

Kevin Schieber
Its: Mayor

Matthew Hill
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by Kevin Schieber and by Matthew Hill, the Mayor and City Administrator, respectively, of the City of North Branch, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

FIRST AMENDMENT TO
MEADOWS NORTH TOWNHOMES 2nd ADDITION
PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT ("Amendment") is made this 25th day of February 2025 by and between the City of North Branch, a Minnesota municipal corporation ("City"), located at 6408 Elm Street, North Branch, Minnesota 55056, and LGI Homes – Minnesota, LLC., a Minnesota Limited Liability Corporation, located at 2850 Cutters Grove Ave Ste 207, Anoka, MN 55303 ("Developer").

WHEREAS, on May 14, 2024, Developer received Planned Unit Development (PUD) Subdivision Agreement approval for Meadows North Townhomes 2nd Addition, a 72-unit single-family townhome dwelling residential subdivision; and,

WHEREAS, the parties desire to amend the Agreement as follows:

1. AMENDMENT TO EXHIBIT "H" OF THE AGREEMENT.
Exhibit "E" of the Agreement is amended to the following language:

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT BETWEEN THE CITY OF NORTH
BRANCH, A MINNESOTA MUNICIPAL CORPORATION AND LGI HOMES - MINNESOTA, LLC, A
MINNESOTA LIMITED LIABILITY COMPANY**

This is Exhibit IH to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Below are the terms and conditions of the preliminary plat and the planned unit development:

City Code 66-315 (a) (1) b 2:

A dwelling unit with one, two or more stories shall have a minimum of 800 square feet on the main floor.

Modify to: Main level minimum of 572 500 sq feet with a total finishable space (~~basement, main level and 2nd floor of 1,702 1,200 sq. feet. for interior units and 1,880 for the end units.~~

City Code 66-318 (a):

Total lot area: a minimum of 7,500 square feet per dwelling unit.

Modify to: 2,000 square feet.

City Code 66-318 (b):

Total width at front yard setback line: a minimum of 150 feet.

Modify to: 26 feet

City Code 66-318 (c):

Total minimum lot depth: 100 feet.

Modify to: 77 feet

City Code 66-318 (d):

Yard dimensions:

1. Front yard setback: 30 feet from the lot line or road right-of-way if applicable.

Modify to: 12 feet from front property line to foundation/10' from front property line to projection of second story cantilever (2' cant.). Minimum distance from back of curb to foundation is 25'

2. Side yard setback (each end of row): minimum of six feet from the (interior) lot lines or zero if dwelling unit is attached.

Modify to: 5 feet to property line

3. Corner side yard setback: minimum of 30 feet from the lot line or road right-of-way if applicable.

Modify to: As shown on plans.

4. Rear yard setback for interior lots: minimum of 30 feet from the lot line.

Modify to: 16 feet from property line to unit foundation, i.e. not including deck; minimum rear yard setback for a deck or patio is 6' not including stairs

5. Rear yard setback for corner lots: minimum of 15 feet from the lot line.

Modify to: As shown on plans.

2. EFFECT OF AGREEMENT. The Agreement shall remain in full force and effect, except as specifically amended herein. IN WITNESS WHEREOF, the City has caused this Amendment to be

duly executed in its name and behalf, and the Developer has caused this Amendment to be duly executed in its name and behalf, on or as of the date first above written.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf, and the Developer has caused this Amendment to be duly executed in its name and behalf, on or as of the date first above written.

[Remainder of this page intentionally left blank.]

DEVELOPER:
LGI HOMES – MINNESOTA, LLC

Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by _____, Chief Manager of LGI Homes – Minnesota, LLC, Inc., a Minnesota Limited Liability Corporation, on behalf of the corporation.

Notary Public

CITY OF NORTH BRANCH

Kevin Schieber
Its: Mayor

Matthew Hill
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF)

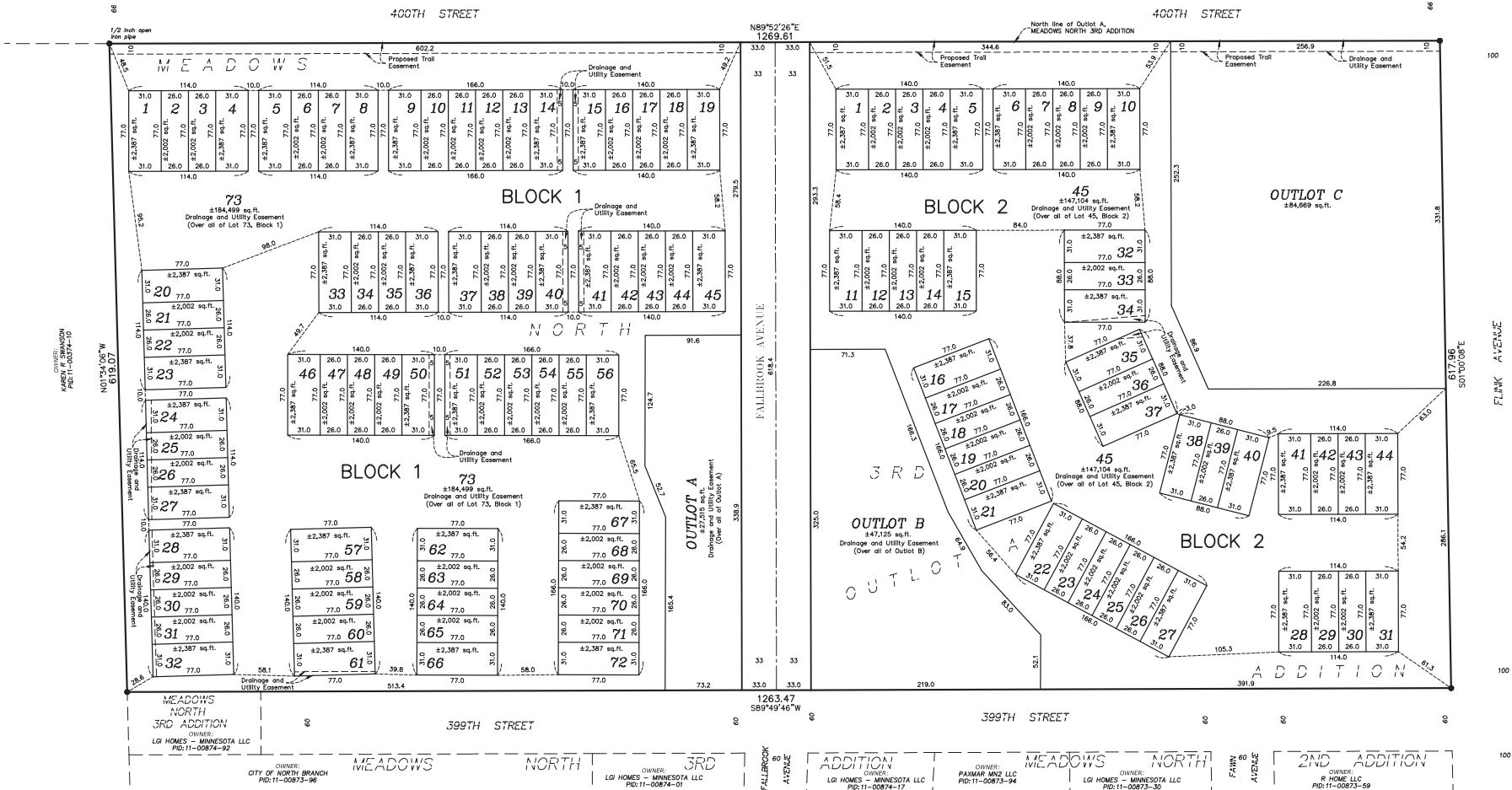
The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by Kevin Schieber and by Matthew Hill, the Mayor and City Administrator, respectively, of the City of North Branch, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

MEADOWS NORTH TOWNHOMES

OWNER:
LESTER R & PATRICIA KOENIG
PID:11-00364-00



PROPERTY DESCRIPTION: (Per Schedule A of Title Commitment File No. NCS-1081757-2-MPLS, with a commitment date of August 2, 2021 at 7:30 A.M., prepared by First American Title Insurance Company)

Outlot A, MEADOWS NORTH 3RD ADDITION, Chicago County, Minnesota.
(abstract property)

GENERAL NOTES:

1) Bearings shown herein are based on the North line of Outlot A, MEADOWS NORTH 3RD ADDITION, which is assumed to bear N89°52'26"E.

LEGEND

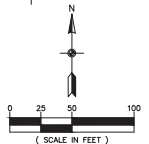
● - Denotes Found Iron Monument marked with
PLS 40361, unless noted otherwise

SITE DATA

TOTAL SITE AREA	±17.98 AC.	TOTAL NUMBER OF LOTS	118
TOTAL ROW AREA	±0.94 AC.	TOWNHOME LOTS	116
TOTAL OUTLOT AREA	±3.65 AC.	COMMON LOTS	2
OUTLOT A	±0.63 AC.	GROSS DENSITY	6.56 LOTS/AC.
OUTLOT B	±1.08 AC.	EXISTING ZONING	R3/B3
OUTLOT C	±1.94 AC.	PROPOSED ZONING	R3, PUD OVERLAY
TOTAL LOT AREA	±13.39 AC.	UTILITIES	AVAILABLE
SMALLEST LOT	±2,002 S.F.		
LARGEST LOT	±184,499 S.F.		
AVERAGE LOT	±4,094 S.F.		

SETBACK DATA

FRONT:
(25 FT. TO BACK OF CURB)
SIDE (BETWEEN BUILDINGS) 20 FT.
SIDE CORNER:
(20 FT. TO PUBLIC RIGHT OF WAY LINES OR BACK OF CURB, WHICHEVER IS MORE RESTRICTIVE)
REAR SETBACK:
(30 FT. TO SURVEYED PROPERTY BOUNDARY LINES OR 50 FT. TO 400TH STREET)
FLINK AVENUE 50 FT.



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

Print Name: Thomas R. Balluff, L.S.
Signature: *Thomas R. Balluff*
Date: 9/17/21 License #: 49361

DRAWN BY: KCM
ISSUE DATE: 9/17/21
FILE NO: 1618

Revisions:
1: 11/22/21 per City Comments

LGI HOMES, INC.
2850 Cutters Grove Avenue - Suite 207
Anoka, Minnesota 55303

MEADOWS NORTH TOWNHOMES
North Branch, Minnesota

PRELIMINARY PLAT

3 of 7

MEADOWS NORTH TOWNHOMES

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 17, TWP. 35, RGE. 21

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

Outlot A, MEADOWS NORTH 3RD ADDITION, Chisago County, Minnesota

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

In witness whereof said LGI Homes — Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper partner this 25 day of September, 20 23.

LGI Homes — Minnesota, LLC

Jay Roos as Officer

STATE OF Minnesota
COUNTY OF Anoka

This instrument was acknowledged before me on September 25, 2023 by Jay Roos as officer of LGI Homes — Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

Cynthia J. Morica (Signed)
Cynthia J. Morica (Printed)
Notary Public, Hennepin County, Minnesota
My commission expires January 31, 2025

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

Dated this 21st day of SEPTEMBER, 20 23.

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

STATE OF Minnesota
COUNTY OF Anoka

This instrument was acknowledged before me on September 21st, 2023 by Thomas R. Balluff, licensed land surveyor

Cynthia J. Morica (Signed)
Cynthia J. Morica (Printed)
Notary Public, Hennepin County, Minnesota
My commission expires January 31, 2025

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

Approved by the City Council of the City of North Branch, Minnesota this 13th day of June, 20 23, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

By: Ken Schiele Mayor
By: Ragini Varma Clerk

COUNTY SURVEYOR

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 10th day of October, 20 23.

By: Paul M. Gibson
Paul M. Gibson, Chisago County Surveyor

COUNTY AUDITOR

No delinquent taxes and transfer entered this 20th day of October, 20 23.

By: Bridgitte S. Konrad
Bridgitte S. Konrad, Chisago County Auditor

COUNTY TREASURER

I hereby certify that the taxes for the year 2023 on the property described herein are paid this 30th day of October, 20 23.

By: Bridgitte S. Konrad
Bridgitte S. Konrad, Chisago County Treasurer

COUNTY RECORDER

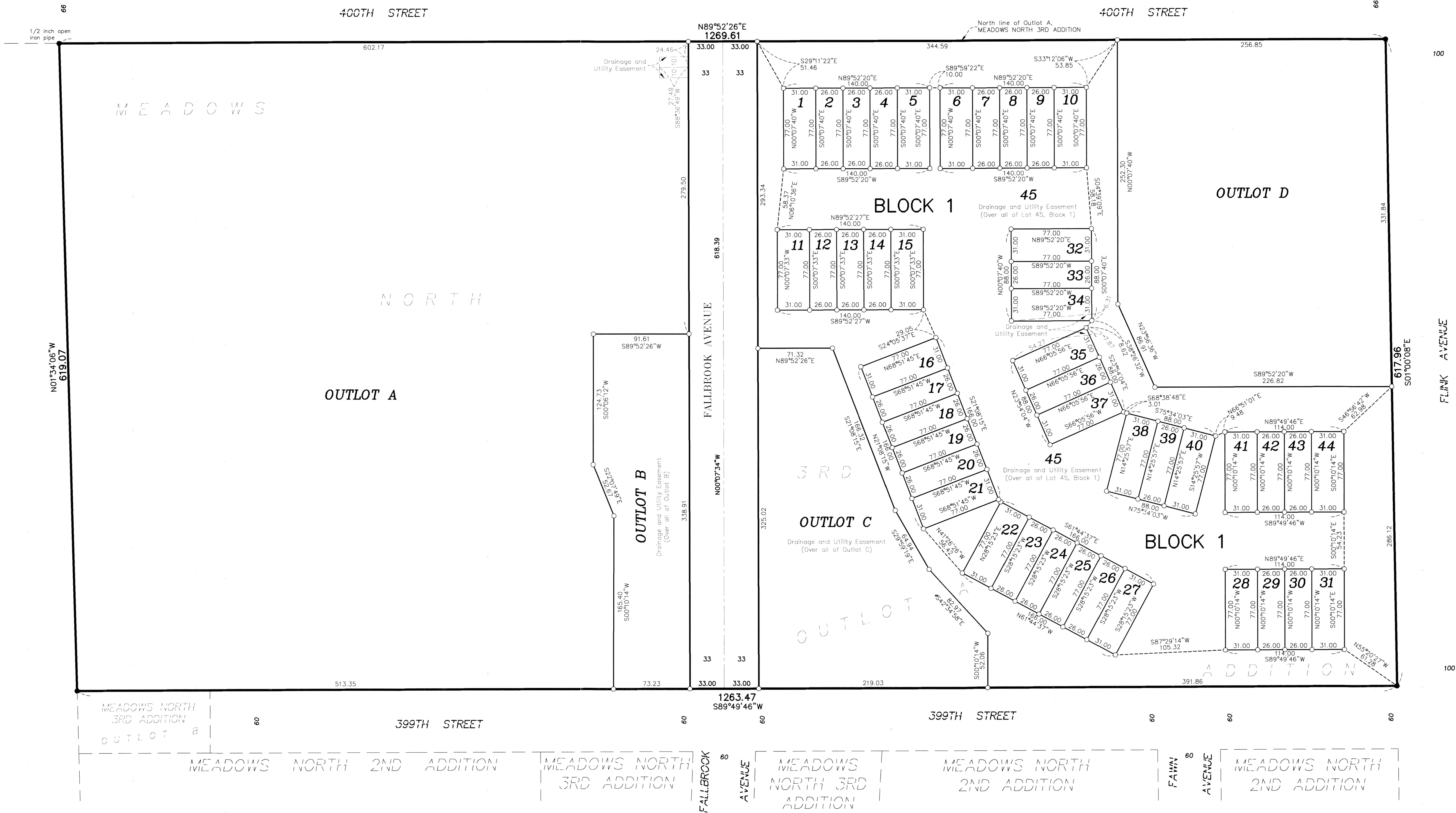
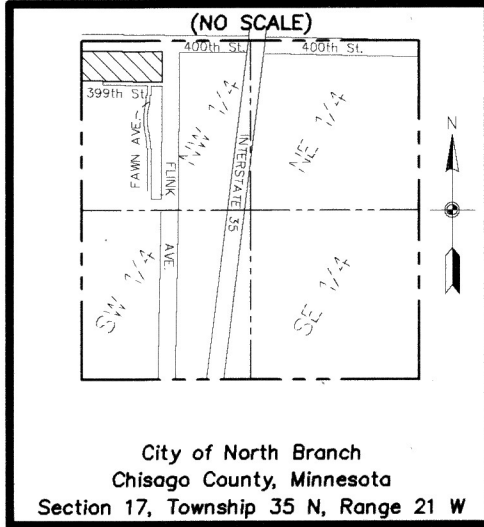
I hereby certify that this instrument was filed in the Office of the County Recorder for record on this 20th day of October, 20 23 at 4:20 o'clock P.M., and was duly recorded in Chisago County Records. DOCUMENT 671356

By: Karen M. Long
Karen Long, Chisago County Recorder

MEADOWS NORTH TOWNHOMES

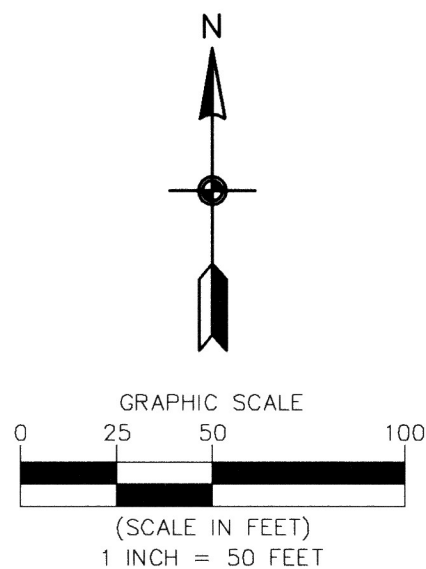
CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 17, TWP. 35, RGE. 21

VICINITY MAP



For the purposes of this plot, the North line of Outlot A, MEADOWS NORTH 3RD ADDITION, Chisago County, Minnesota is assumed to have a bearing of North 89 degrees 52 minutes 26 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plot and marked with license number 40361
- Denotes Found 5/8 inch Rebar marked with RLS 40361 unless otherwise noted



Doc# A-671357
Recorded on:
October 20, 2023 4:20 PM

KAREN M LONG
CHISAGO COUNTY RECORDER
CHISAGO COUNTY, MN

Fee: \$46.00 Pages: 117
Returned To: LGI HOMES

MEADOWS NORTH TOWNHOMES

PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT

BETWEEN

**CITY OF NORTH BRANCH
AND
LGI HOMES – MINNESOTA, LLC**

**REGARDING REAL PROPERTY LOCATED IN CHISAGO COUNTY, MINNESOTA,
LEGALLY DESCRIBED ON EXHIBIT A HERETO AND PLATTED AS LOTS 1 – 44,
BLOCK 1, AND OUTLOTS A, B, C AND D.**

THIS INSTRUMENT WAS DRAFTED BY:

City of North Branch
6408 Elm Street
PO Box 910
North Branch, MN 55056-0910
Telephone: (651) 674-8113

TABLE OF CONTENTS

ARTICLE ONE	<u>Page</u>
RECITALS	1
1.1 Development Property	1
1.2 Zoning and Density	1
1.3 Planned Unit Development and Subdivision	1
1.4 Final Plat	1
1.5 Ancillary Actions	2
1.5.1 Subdivision	2
1.5.2 Interior Streets and Services	2
1.5.3 Maintenance	2
1.5.4 Other	2
1.6 Preliminary Agreements of the Parties	2
1.6.1 Development Roles	2
1.6.2 Payment of Costs of Public Improvements	3
1.6.3 Environmental Assessment	3
1.7 Development Agreement	3
1.8 Development	3
1.9 Intent	4
ARTICLE TWO	
DEFINITIONS AND CONTINGENCIES	4
2.1 Definitions	4
2.1.1 Private Improvement Plans	4
2.1.2 Private Infrastructure Improvements	4
2.1.3 Public Improvement Plans	4
2.1.4 Public Improvements	5
2.1.5 Meadows North Townhomes Development	5
2.1.6 Building Plans	5
2.1.7 Ancillary Agreements	5
2.2 Contingencies	6
2.2.1 Approval of Plans	6
2.2.2 Governmental Approvals	6
2.2.3 Mortgagee Consent	6
2.2.4 Ancillary Agreements	6
2.2.5 Continued Compliance	6
2.2.6 Truth of Representations	6
2.2.7 Checklist	6
ARTICLE THREE	
REPRESENTATIONS AND UNDERTAKINGS	7
3.1 By the Developer	7
3.1.1 Fee Owner	7
3.1.2 Title Evidence	7

3.1.3 Authority	7
3.1.4 Good Standing and Organizational Action	8
3.1.5 Financial Condition	8
3.1.6 Construction	8
3.1.7 Permitted Uses	9
3.1.8 Compliance and Environmental	9
3.1.9 Licenses and Permits	9
3.1.10 Signs	10
3.1.11 Financing.....	10
3.1.12 Covenants and Recording of Agreement	10
3.1.13 Public Improvements Plans and City Costs	11
3.1.14 Security	12
3.1.15 Additional Payments	12
3.1.16 City Inspectors and Testing	14
3.1.17 Clean Up and Topsoil Replacement	14
3.1.18 Public Walkways	14
3.1.19 Tree Preservation.....	15
3.2 By the City	15
3.2.1 Authorization	15
3.2.2 Due Approval	15
3.2.3 Cooperation	15
3.2.4 Administrator Discretion	15

ARTICLE FOUR

CONSTRUCTION OF IMPROVEMENTS	15
4.1 Standard of Construction	16
4.2 Plan-Conformity	16
4.3 Commencement and Completion of Construction	16
4.3.1 Public Improvements	16
4.3.2 Private Infrastructure Improvements	16
4.3.3 Unavoidable Delays	17
4.3.4 Liquidated Damages	17
4.4 Certificate of Completion	18
4.5 Failure to Construct.....	18
4.6 Assignment of Developer's Claims	19

ARTICLE FIVE

INSURANCE	19
5.1 Property Insurance	19
5.2 Liability Insurance	19
5.3 Workers Compensation Insurance	19
5.4 Policies of Insurance	19
5.5 Application of Proceeds	20

ARTICLE SIX	
FINANCING	20
6.1 Evidence of Financing	20
6.2 Limitation on Encumbrances	21
6.3 Notice of Default	21
6.4 Mortgagee's Option to Cure	21
6.5 City's Option to Cure	22
ARTICLE SEVEN	
EVENTS OF DEFAULT	22
7.1 Event of Default	22
7.1.1 Non-Permitted Encumbrances	22
7.1.2 Failure to Pay	22
7.1.3 Failure to Perform	22
7.1.4 Insolvency	23
7.1.5 Court Order	23
7.1.6 Mortgage Default	23
7.2 Remedies on Default	23
7.2.1 Suspend Performances	23
7.2.2 Enforce Agreement	23
7.2.3 Withhold Certificate or Permit	24
7.2.4 Grant of License	24
7.2.5 Liquidated Damages	24
7.3 No Remedy Exclusive	24
7.4 No Waiver	24
ARTICLE EIGHT	
ADDITIONAL PROVISIONS	24
8.1 Conflict of Interest; No Personal Liability	24
8.2 No Taking	25
8.3 Non-Discrimination	25
8.4 No Merger	25
8.5 Statement As To Status	25
8.6 Ownership of Public Improvements	25
8.7 Warranty	26
8.8 Erosion Control	26
8.9 Use of City Streets	26
8.10 Cleanup	27
8.11 Responsibility for Costs	27
8.11.1 Actual Costs	27
8.11.2 Claims	27
8.11.3 Enforcement Costs	27
8.11.4 Payments	28
8.11.5 Final Approval	28
8.12 Snow Removal and Sign Maintenance	28
8.13 Notices and Demands	28

8.14	Counterparts	29
8.15	Amendment and Supplementation	29
8.16	Separability	29
8.17	Rules of Interpretation	29
8.17.1	Governing Law	29
8.17.2	Includes Entire Agreement	29
8.17.3	Original Sections	29
8.17.4	Headings	29
8.18	Recording.....	29
8.19	Initial Building Permit	30
8.20	Indemnification	30
8.21	Conflict Between Agreements	30
8.22	PUD Ordinance Compliance.....	30
8.23	Enforcement of Restrictive Covenants	30
8.24	Entire Agreement	31
SIGNATURES		31
ACKNOWLEDGEMENTS		31
EXHIBITS		
A	- Legal Description of Development Property	
B	- Permitted Encumbrances	
C	- Letter of Credit	
D	- Certificate of Completion	
E	- Offer of Dedication	
F	- Certificate of Acceptance	
G	- Copy of Approved Final Plat	
H	- Terms and Conditions of Planned Unit Development	
SCHEDULES		
2.1.1	Private Improvement Plans	
2.2.7	Checklist	
3.1.12	Restrictive Covenants	
3.1.15	City Utility Funding Agreement	
REQUIRED INFORMATION		
CHECKLIST		

MEADOWS NORTH TOWNHOMES
PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of North Branch, a Minnesota municipal corporation (the “City”) LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company (the “Developer”).

ARTICLE ONE
RECITALS

1. The following Recitals contain capitalized terms, which if not defined in such Recital are defined elsewhere in this Agreement and are hereby made an integral part of this Agreement:

1.1 Development Property. The Developer is the fee owner of the parcel or parcels of real property located in Chisago County, Minnesota and legally described on Exhibit A attached hereto and incorporated herein and platted as Meadows North 3rd Addition by a final plat approved by the City on February 23, 2021 (the “Development Property”).

1.2 Zoning and Density. The Development Property is, on the effective date of this Agreement zoned High Density Residential (“R3”) The Development contemplated hereunder meets the density requirement of the R3 District.

1.3 Planned Unit Development and Subdivision. As required by the City’s Planned Unit Development requirements (the “PUD Ordinance”), the Developer has informed the City that the Developer wishes to subdivide and develop the Development Property. The subdivision and development of the Development Property will generally consist of the subdivision of the Development Property into a single family residential subdivision that has been platted pursuant to Minnesota Statutes as Meadows North Townhomes (the “Plat”) into a subdivision consisting of forty-four (44) lots for the construction of forty-four (44) single-family, townhome style dwellings and four (4) outlots (the “Development”) and certain Public and Private Infrastructure Improvements to serve the Development. Thus, where used in this Agreement the term “Meadows North Townhomes” will mean the plan of subdivision and development of the portion Development Property as set forth in this Agreement.

1.4 Final Plat. On or about June 13, 2023, the North Branch City Council approved the Final Plat of Meadows North Townhomes as prepared by Carlson McCain. (the “Final Plat”) with respect to the next phase of the Development Property by the Developer, subject to conditions as imposed by the Council.

1.5 Ancillary Actions. There are a number of actions (the “Ancillary Actions”) that have been taken or which will need to be taken by or with the assistance of the City for the benefit of the Development Property in order to accommodate and permit completion of the Development. In taking or assisting with these Ancillary Actions, the City has or will incur certain engineering, legal and administrative expenses. The following subparagraphs describe certain of the Ancillary Actions; however, the specific requirements of any given Ancillary Action are identified in or limited by other portions of this Agreement or applicable Federal, State or local laws, ordinances, rules and regulations:

1.5.1 Subdivision. In accordance with the City’s plan of overall development for the City and with the input from the Developer inclusion within the Meadows North Townhomes or otherwise, of required subdivision approvals (in addition to acceptance by the City of required public street and park dedications); and

1.5.2 Interior Streets and Services. Dedications and easements for gas, underground electric, underground telephone, cable and other possible services (collectively “Required Services”), and other easements and rights of way within or servicing the Meadows North Townhomes Development, and if the subdivision derives access from an existing state, county, or local government highway, be accompanied by all formal irrevocable offers of dedication to the public of all streets, local government uses, utilities, parks and easements, in a form approved by the City’s attorney; and

1.5.3 Maintenance. Agreement between the City and the Developer as to their respective obligations to maintain storm water retention ponds, sidewalks, and trails as shown in the Final Plat if any; and

1.5.4 Other. Subject to all preconditions thereto required by the City’s ordinances or this Agreement, the taking by the City of such other steps as determined by the City to be appropriate or customary to facilitate and permit development and construction of the Meadows North Townhomes Development in accordance with this Agreement, including, without limitation, granting of necessary City permits and approvals and maintenance, repair and operation by the City of the Public Improvements, as hereinafter defined.

1.6 Preliminary Agreements of the Parties. Subject to all of the terms, conditions and provisions contained in this Agreement, including, without limitation, the contingencies stated in Article Two hereof, and any additional matters described herein to be incorporated after its execution, the parties have agreed as follows:

1.6.1 Development Roles. Performance by the Developer hereunder will require the financing, design and construction of the Private Infrastructure Improvements as defined in Paragraph 2.1.2 hereof, and the financing, design, staking, and construction of the Public Improvements defined in Paragraph 2.1.4

hereof. Performance by the City hereunder will require the inspection of the Public Improvements and the inspection of the Private Infrastructure Improvements. The parties have agreed, subject to the terms of this Agreement, that: (i) the Developer shall be responsible for obtaining governmental approvals for, financing, design and construction of and shall finance, design and construct the Private Infrastructure Improvements as defined in Paragraph 2.1.2 hereof, and the Public Improvements as defined in Paragraph 2.1.4 hereof; (ii) the Developer shall be responsible for staking the corners of all lots in the Development Property and for providing temporary and permanent markers and property irons showing the limits of right-of-way and easements to be dedicated to the City as part of the Public Improvements; and (iii) the City shall be responsible for inspecting the Public Improvements and to the extent customary, the Private Infrastructure Improvements to determine that such improvements are in compliance with this Agreement and the City's ordinances and practices at Developer's expense in accordance with paragraph 3.1.13; and

1.6.2 Payment of Costs of Public Improvements. Developer has agreed to pay all of the out-of-pocket costs to be incurred in the financing, design and construction of the Public Improvements. The City has determined that it will not be necessary for the City to issue any bonds or other City obligations to finance the costs of the Public Improvements to be constructed hereunder, and that none of said costs shall be assessed, against the Development Property. Nothing in this Paragraph 1.6.2 shall prohibit the City from assessing the Development Property or portions thereof for the costs of future repairing or upgrading of the Public Improvements or for additional future public improvements to the extent allowed by Minnesota law; and

1.6.3 Environmental Assessment. Based on the results of the Environmental Assessment Worksheet, the City has determined that no environmental undertakings regarding the Development Property will be required as a condition to the City's execution of this Agreement other than as provided herein.

1.7 Development Agreement. The City's Ordinances require in connection with the proposed Meadows North Townhomes Development that the City negotiate and enter into this the Planned Unit Development and Subdivision Agreement with Developer, and that Developer pursue with the City the obtaining of all requisite specific approvals for the Meadows North Townhomes Development of the Development Property and related matters pursuant to this Agreement (all of which shall be referred to herein as the "City Approval Process") which City Approval Process may change from time to time.

1.8 Development. The City has determined that the Meadows North Townhomes Development: (a) will promote and carry out the objectives for which development in the City has been undertaken; (b) will be in the best interests of the City and the health, safety, morals and welfare of its residents; and (c) is in accord with the

public purposes and provisions of the applicable state and local laws, including requirements of the City's Code, under which development in the City has been undertaken and is being assisted.

1.9 Intent. Developer and the City, pursuant to this Agreement, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Meadows North Townhomes Development and with respect to the City Approval Process, all as required by the City's Code of Ordinances (the "Code").

ARTICLE TWO

DEFINITIONS AND CONTINGENCIES

2.1 Definitions. Without in any way limiting definitions provided for capitalized terms in other portions of this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

2.1.1 Private Improvement Plans. "Private Improvement Plans" shall mean all submissions required by the City's Ordinances, or this Agreement with respect to the Meadows North Townhomes Development and all plans, drawings, plats and related documents for the construction of the Private Infrastructure Improvements, approved by the City and Developer, irrespective of whether the Developer's and/or the City's final approval of any such documents occurs before or after the execution and delivery of this Agreement. Without in any way limiting the generality of the foregoing, Private Improvement Plans shall include the plans and submissions identified in this Agreement and on the various Exhibits and Schedules attached to this Agreement and collectively identified from time to time as Schedule 2.1.1 attached hereto and each of which are hereby incorporated in this Agreement by this reference but shall not include the plans for construction of dwelling units within the Subdivision.

The Private Improvement Plans shall show the anticipated location of driveways, the anticipated placement of sewer and water lines serving each residential unit (which shall not be located within the area designated for the driveway and five (5) feet to either side of the driveway), the placement of fire hydrants and communal mailboxes serving each residential area with the Development.

2.1.2 Private Infrastructure Improvements. "Private Infrastructure Improvements" shall mean each and all of the improvements to be constructed on the Development Property as part of the Meadows North Townhomes Development, pursuant to the Private Improvement Plans and this Agreement, including without limitation, gas, electric, telephone, internet, cable television, street lighting and similar improvements but shall not include the plans for construction of dwelling units within the Subdivision.

2.1.3 Public Improvement Plans. "Public Improvement Plans" means all

plans, drawings, specifications and other documents relating to the Public Improvements prepared and completed by the Developer's Engineer and approved by the City, as identified in Paragraph 4.1 and all of which plans are incorporated in this Agreement by this reference irrespective of whether the City's approval of any of such documents occurs before or after the execution and delivery of this Agreement.

2.1.4 Public Improvements. "Public Improvements" shall mean each and all of improvements to be constructed by the Developer on or for the benefit of the Development Property as part of the Development pursuant to the Public Improvement Plans and this Agreement. Without limiting the foregoing, Public Improvements include public streets, sidewalks, trails, water, sanitary sewer, storm sewer, and street lighting as described in the Public Improvement Plans and this Agreement but shall not include the plans for construction of dwelling units within the Subdivision.

2.1.5 Meadows North Townhomes Development. "Meadows North Townhomes Development" shall mean development on the Development Property of the single family dwellings to be developed by Developer or other third parties authorized by Developer pursuant to the Meadows North Townhomes Development, this Agreement and other agreements and the design and construction of the Private Infrastructure Improvements to be designed and constructed by the Developer pursuant to the Private Improvement Plans and the design and construction of the Public Improvements to be designed and constructed by the Developer or other third parties authorized by Developer pursuant to the Public Improvement Plans. The Meadows North Townhomes Development is described in detail both as to timing and scope in other sections of this Agreement and the exhibits and schedules incorporated herein.

2.1.6 Building Plans. "Building Plans" mean all plans, drawings, specifications and other documents submitted to the City for the purpose of obtaining a building permit and other permits relating to any part of the Private Infrastructure Improvements. Building Plans shall include the plans submitted to the City for purposes of obtaining a building permit and all of which plans are hereby incorporated in this Agreement by this reference. For purposes of this Agreement, the Building Plans shall be considered part of the Private Improvement Plans.

2.1.7 Ancillary Agreement(s). "Ancillary Agreement(s)" shall mean any agreement or instrument duly approved by the City and required to be executed and delivered by any party hereto in the form of or substantially in the form of any exhibit to this Agreement, any schedule to this Agreement any other instrument or agreement, relating to the Meadows North Townhomes Development, executed and delivered, or to be executed and delivered pursuant to this Agreement.

2.2 Contingencies. This Agreement is contingent upon the following contingencies that must be met and satisfied, as a condition of the parties being obligated to proceed with the Meadows North Townhomes Development in accordance with the terms and conditions hereof provided that if any of said contingencies are not met any payments made to the City by the Developer hereunder shall be retained by the City and shall not be subject to refund to the Developer.

2.2.1 Approval of Plans. Approval by the parties of the Private Improvement Plans and the Public Improvement Plans.

2.2.2 Governmental Approvals. Issuance by necessary governmental authorities of all licenses, permits, authorizations and governmental approvals, satisfactory to Developer and required for lawful pursuit and completion of the Meadows North Townhomes Development. Without limiting the foregoing, the Developer shall record the final plat before constructing any Improvements and as soon as practical following recording, provide the City with a copy of the recorded plat.

2.2.3 Mortgagee Consent and Release. The consent of each mortgagee identified in Section 3.1.1 to this Agreement and the release, if necessary of any dedicated street or right-of-way in the Development from the identified mortgage being provided to the City and recorded with the County.

2.2.4 Ancillary Agreements. Agreement by the parties on all of the ancillary and/or related matters referred to in this Agreement.

2.2.5 Continued Compliance. Continued compliance in all material respects with the terms and conditions of this Agreement and the provisions of the City's Code of Ordinances including without limitation the North Branch Zoning Ordinances and Subdivision Ordinances in effect at the time of approval of the Final Plat except as otherwise provided in this Agreement.

2.2.6 Truth of Representations. Each of the warranties and representations made by the respective parties hereto shall be true and accurate in all material respects on the date of this Agreement and continuing thereafter.

2.2.7 Checklist. Completion of those matters identified on the checklist attached hereto as Schedule 2.2.7 which, in the sole discretion of the City are determined to be required with respect to the Meadows North Townhomes Development.

ARTICLE THREE **REPRESENTATIONS AND UNDERTAKINGS**

3. The Developer and the City hereby respectively represent covenant, warrant and undertake the following intending that each rely thereon:

3.1 By the Developer. The Developer makes the following representations and undertakings and agrees, upon request to provide the City with such certificates or other documents as shall be reasonably required to establish the truth of each such representation or undertaking:

3.1.1 Fee Owner. The Developer is the fee owner of the Development Property free and clear of all encumbrances except the encumbrances identified on Exhibit B attached hereto and incorporated herein (the “Permitted Encumbrances”) and other than as shown on said Exhibit B, Developer has made no agreements with prior owners of the Development Property or any other third party which would materially affect the Developer’s ability to enter into or perform all of the terms and conditions of this Agreement or that would limit or otherwise effect the City’s performance hereunder. If the Development Property is encumbered by an existing mortgage or mortgages, the Developer shall provide to the City for approval, a recordable consent and release from each existing mortgagee providing that such mortgagee consents to this Agreement and agrees to be bound by its terms and conditions in the event that such mortgagee forecloses its mortgage and acquires title to the Development Property and that such mortgagee releases any dedicated street or right-of-way in the Development from such existing mortgage.

3.1.2 Title Evidence. Prior to commencement of construction of the Public Improvements or the Private Infrastructure Improvements, Developer will present to the City a commitment (the “Commitment”) for the policy of owners title insurance required by Paragraph 8.6 of this Agreement, showing that the Developer owns the property to be dedicated or conveyed to the City including all streets, easements, and public right-of-way being dedicated, in fee simple, free and clear of all encumbrances, in an amount set forth in 3.1.14 as the value of the Public Improvements. The Developer also will provide the City with title commitments, title policies, title opinions or other title evidence, sufficient in the opinion of the City to establish that Developer owns the Development Property, including, without limitation, the land upon which the Public Improvements are to be constructed, in fee simple, that there are no liens, encumbrances or other restrictions on such property except the Permitted Encumbrances. The documents and evidence required hereunder shall be subject to the City’s reasonable satisfaction therewith and approval thereof.

3.1.3 Authority. The Developer has the legal authority and power to enter into this Agreement and all agreements ancillary hereto, including, without limitation, the Ancillary Agreements.

3.1.4 Good Standing and Organizational Action. Developer is a corporation formed and in good standing under the laws of the State of Minnesota. All necessary action, corporation or otherwise, has been taken so as to approve this Agreement and the transactions contemplated hereunder and so as

to authorize execution of such instruments by the officer or officers signing this Agreement and all Ancillary Agreements. As evidence thereof, prior to construction of the Improvements, Developer will deliver to City a Certificate of Good Standing issued by Minnesota Secretary of State and original or certified resolutions of Developer approving this Agreement and authorizing its execution by the officer or officers signing this Agreement.

3.1.5 Financial Condition. Prior to the construction of the Private Infrastructure Improvements or the Public Improvements, the Developer will provide the City with written evidence reasonably satisfactory to the City establishing that the Developer has the capital necessary for acquisition and development of the Development Property pursuant to this Agreement, to finance construction of the Private Infrastructure Improvements, to supply the Security required hereunder and to otherwise meet the financial obligations of this Agreement. Developer agrees to promptly notify the City of any material change in financial condition and to provide supplemental documentation if requested by City.

3.1.6 Construction. The Developer will construct or cause the construction of the Private Infrastructure Improvements in accordance with the terms of this Agreement, the Private Improvement Plans and all local, state and federal laws and regulations including, without limitation the Code. The Developer will construct or cause the construction of the Public Improvements in accordance with the terms of this Agreement, the Public Improvement Plans and all local, state and federal regulations, including, without limitation, the Code. No person shall engage in or permit construction activities involving the use of any kind of electric, diesel or gas-powered machine or other power equipment except between the hours of 7:00 a.m. and 9:00 p.m. Monday through Saturday. Noise created exclusively in the performance of emergency work to preserve the public health, safety or welfare, or in the performance of emergency work necessary to restore a public service or eliminate a public hazard shall be exempt from the provisions of this section for a period not to exceed 24 hours after the work is commenced. Persons responsible for such work shall inform the City of the need to initiate such work or, if the work is commenced during non-business hours of the City, at the beginning of business hours of the first business day thereafter. Any person responsible for such emergency work shall take all reasonable actions to minimize the amount of noise.

Prior to construction of the Improvements and at times deemed necessary or advisable by City staff, the Developer shall schedule a pre-construction conference at a mutually agreeable time at City Hall to which Developer will invite all parties concerned, including City staff, representatives of all utility companies serving the area of the Development, and such other potentially interested parties such as the Minnesota Department of Transportation, Chisago County, and others as deemed necessary or advisable by City staff, to review the program for the construction of the Improvements. Construction of the Public

Improvements shall not commence until both parties have given their approval and the City and the City Administrator has issued a Notice to Proceed and building permit to the Developer. During the construction period of the Private Improvement Plans and the Public Improvement Plans, Developer's engineer will meet with City staff and professional consultants to discuss plans and designs and modifications as may be reasonable and necessary to respond to or address soil conditions, environmental matters or otherwise.

3.1.7 Permitted Uses. The Meadows North Townhomes Development will, subject to issuance of City approvals as herein contemplated, be comprised of land uses permitted under the Code.

3.1.8 Compliance and Environmental. At such time or times as may be required by law, the Developer will, in connection with the Meadows North Townhomes Development, have complied and will have caused its contractors to comply with all local, state and federal environmental laws and regulations, will have clearances under, and will be in compliance with the requirements of the National Environmental Policy Act of 1969, the Minnesota Environmental Policy Act and the Critical Area Act of 1973, as amended. The Developer has not received notice or communication from any local, state and federal official indicating that the activities of the Developer may be or will be in violation of any environmental law or regulation. The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any local, state or federal environmental law, regulation or review procedure or which would give any person a valid claim under the Minnesota Environmental Rights Act. Developer represents that no environmental assessment worksheet is required with respect to the Development Property. The Developer further warrants that no toxic or hazardous substances or wastes, pollutants or contaminants including without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products and any hazardous substances as defined in CERCLA, 42 U.S.C.S. 9601-9657, as amended, have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Development Property. There are no substances or conditions in or on the Development Property that may support a claim or cause of action under any state, federal or local environmental statute, regulation, ordinance or other environmental regulatory requirements. No above ground or underground tanks are located in or about the Development Property or have been located under, in or about the Development Property and subsequently have been removed or filled.

3.1.9 Licenses and Permits. Prior to construction of the Improvements, the Developer will request and, in a timely manner, apply for all permits, licenses and approvals known by Developer to be required for the Meadows North Townhomes Development, including, but not limited to, an excavation permit, a grading permit and applicable building permits, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations that

must be obtained or met before the Private Infrastructure Improvements may be constructed. No building permits for dwelling units will be issued until such time as Developer provides the City with a copy of the recorded plat as required by paragraph 2.2.2 above.

3.1.10 Signs. Site plans shall include all plans for on-site signage. Any signs erected upon the Development Property shall meet all regulations of the City relating to signage. The Developer, at its cost, will pay for proper safety signs installed on the Development Property, as required by Minnesota law which safety signs will be placed at the discretion of the City at locations determined by the City. All informational signage shall be placed and maintained by the Developer in a good state of repair. Permanent or monument signage to remain following construction shall be maintained in a good state of repair and the obligation to maintain and repair shall be included in the association documents required by paragraph 3.1.12 below.

3.1.11 Financing. Developer has obtained financing for the construction of the Meadows North Townhomes Development. If for any reason all or part of such financing should become unavailable, Developer agrees to attempt to obtain sufficient alternate financing for the construction of the Public Improvements and the Private Infrastructure Improvements; and Developer will, in any event, complete the Public Improvements and the Private Infrastructure Improvements according to the terms of this Agreement whether or not such alternate financing is obtained.

3.1.12 Covenants and Recording of Agreement. Before the commencement of construction of the Private Infrastructure Improvements, and as a condition to the City's issuance of a building permit or notice to proceed with respect to such construction, Developer shall have provided the City and its attorney with copies of any proposed Restrictive Covenants and any proposed articles and/or bylaws of the homeowner's association (the "Association") to be created by the Developer and binding upon the owners of lots within the Subdivision (the "Association Documents") and related documents relating to the use of the Development Property or portions thereof and Developer shall have received approval of all such Association Documents from the City. Without limiting any other provisions of this Agreement, the Restrictive Covenants shall include and describe the obligations of the owners of parcels of the Development Property and/or a duly formed association of such owners regarding continued compliance with this Agreement, the ownership of any commonly owned property, the repair and/or maintenance of such commonly owned or maintained property including permanent or monument signage, the obligations to repair and/or maintain the sewer and water infrastructure serving each residential unit, certain snow removal obligations and the indemnification of the City from claims for damages or personal injury resulting from the variations in lot size, setbacks and other City requirements as allowed by this Agreement. The Association Documents in the form approved by the City shall be in recordable form as a

separate document and shall also be identified in Schedule 3.1.12 to this Agreement. The Restrictive Covenants shall run with the lots in the Subdivision, and bind successors and assigns of all or any part thereof. Developer is responsible, in addition to the notice provided by recording this Agreement, to notify potential buyers of any of the foregoing lots in writing of the foregoing matters and to provide the City with written evidence that such notice was provided to such buyers.

3.1.13 Public Improvement Plans and City Costs.

(a) Before commencing construction of the Public Improvements the Developer shall submit to the City in a timely manner, the proposed Public Improvement Plans identifying the scope of the Public Improvements to be constructed by the Developer pursuant to this Agreement. A list of proposed general and sub-contractors performing work on or with respect to the Public Improvements shall be furnished to the City for review and approval, before the Developer's execution or approval of any contracts or sub-contracts for such work. The City has incurred and/or will incur out-of-pocket, legal, engineering, building inspection, testing and other costs in connection with the Public Improvements, the administration and enforcement of this Agreement and the field inspection and staking personnel during construction of the Public Improvements by the City's Engineer in order to assure an acceptable level of quality control and to certify that the construction work meets the approved City standards as a condition of the City's acceptance of such Public Improvements (hereinafter, all of the City's out-of-pocket costs as described in this sentence shall be referred to herein as the "City Costs"). The City Costs, including the cost for said inspections and testing, shall be borne by the Developer.

(b) City Costs shall be prepaid by Developer and held by the City on deposit to be used to pay the City Costs as and when they are incurred by the City. Prior to commencement of construction of the Improvements, Developer shall deposit with the City the amount of \$12,000.00 to be held in escrow ("Developer Deposit"). Each month, the City will provide the Developer with a statement of payments made from the Developer Deposit for the City Costs accompanied by such documentation as may be reasonable and necessary to demonstrate that the City Costs are related to this Development. Upon written request by City, Developer shall restore its Developer Deposit with the City to bring the balance on deposit to the amount indicated above. The balance remaining of the Developer Deposit at the time the City issues the Certificate of Completion, subject to any hold back for punch list items or pending receipt of any final bills for City Costs, will be refunded to Developer.

(c) Upon a default hereunder and in any event from and after the issuance of the Certificate of Completion hereunder, the Developer transfers and assigns to the City any claim which the Developer may have against Developer's engineer, surveyor or other third party consultant or other professionals employed or retained by the Developer for the design, inspection or other services performed

in connection with the Public Improvements and the Developer hereby agrees that the City is a third party beneficiary of Developer's agreements with such engineer or other professional with respect to this Agreement.

3.1.14 Security. As security for payment of the costs of constructing the Public Improvements, the City Costs described above, the Developer's compliance with this Agreement and for any liquidated damages payable to the City pursuant to Paragraph 4.3.4 of this Agreement, the Developer shall furnish the City with an irrevocable/non-cancelable letter of credit (the "Letter of Credit") issued by a financial institution, substantially in the form of Exhibit C attached hereto, printed on the letterhead of the financial institution issuing the letter of credit, or other financial guarantee (or combination thereof) acceptable to the City in its sole discretion both as to financial institution and terms (the "Security") in an amount equal to one hundred twenty-five percent (125%) of the estimated costs of construction of the Public Improvements and the City Costs (the "Security Amount") and compliance with this Agreement as determined by the Developer and approved by the City. Such Security Amount in a form acceptable to the City, in its sole discretion, shall be provided to the City on or before the actual Commencement Date. The Security shall name the City as the obligee or primary beneficiary of the amount reflected by such instrument. The Security Amount shall be deemed the post construction value of the Public Improvements for purposes of the insurance required under paragraph 5.1.1 below. The determination and breakdown of the estimated costs of the construction of the Public Improvements and compliance with this Agreement is set forth below, however, adjustments up or down will be made as Developer receives and accepts bids for such work in amounts approved by the City:

Sanitary Sewer	\$155,845.60
Watermain	\$327,320.00
Storm Sewer	\$202,044.00
Street Construction and grading	<u>\$727,460.00</u>
Subtotal	\$1,412,669.60
City engineering	\$10,000.00
City legal	\$1,000.00
City administration and misc. costs	\$1,000.00
Total:	\$1,424,669.60
Security Amount	
(Above Total x 125%):	<u>\$1,780,837.00</u>

3.1.15 Additional Payments. The Developer is a party to the City Utility Extension Funding Agreement, dated August 16, 2019 (the "Utility Funding

Agreement”) a copy of which is attached hereto and incorporated by reference as Schedule 3.1.15. Nothing in this Development Agreement is intended to modify the agreements of the parties as set forth in the Utility Funding Agreement.

Notwithstanding the foregoing, the Developer was required to make an additional payment as originally defined in the Planned Unit Development and Subdivision Agreement related to Meadows North 2nd. As set forth therein and in lieu of Park Dedication Fees for Meadows North 2nd, the Developer executed a deed conveying Outlot D, Meadows North 2nd Addition to the City as the site of a municipal park. To further satisfy the park dedication requirements, the Developer agreed to provide additional resources for the improvement of the park as set forth in the Planned Unit Development and Subdivision Agreement related to Meadows North 2nd. The Developer paid, upon execution of the Development Agreement for Meadows North 3rd Addition the park dedication fee in the amount of \$340,000.00 (subject to reduction for construction of water and sewer services as agreed). Said fees were used by the City to construct the improvements necessary to make the dedicated space a functioning park.

As set forth in the Planned Unit Development and Subdivision Agreement related to said Meadows North 2nd Addition, the Developer will be given credit for park dedication fees of 591 units. The credits will be used for the forty (44) lots being developed as per this Agreement, and for the forty-four (44) lots created as per the Development Agreement for Meadows North 4th Addition, the ninety (90) lots developed as per the Development Agreement for Meadows North 3rd Addition, and for the sixty (63) lots created as per the Planned Unit Development and Subdivision Agreement related to said Meadows North 2nd Addition. Thereafter, the Developer will receive credit for park dedication fees as set forth in Planned Unit Development and Subdivision Agreement related to said Meadows North 2nd, which provides that Developer will be credited chronologically on any final plats brought forward within the Preliminary Plat, and within the additional areas visually depicted on Schedule 3.1.15. If the Developer at any point reaches a total of 591 final platted units on said properties, units over and above the 591 will be charged the normal park dedication fees called for by the City.

3.1.16 City Inspectors and Testing. Before the issuance of any state or City permits for the construction of the Private Infrastructure Improvements the City shall be entitled to review and the issuance of any such permits are subject to the City's reasonable approval of the Private Improvement Plans. Such review shall be conducted by the City's building inspector, the City Engineer and/or the City Attorney as determined to be appropriate by the City or such other subject matter experts as the City deems necessary or advisable. During the construction of the Public Improvements, the Developer shall be responsible for having a City-designated inspector or inspectors on site to assure compliance with City construction specifications. Such inspection shall be performed by the City Engineer or any inspector or inspectors designated by the City who shall inspect

the site at such times as deemed reasonably necessary and in accordance with custom and practice by the City. In addition, the City will coordinate and schedule all testing as may be required in accordance with the City's then in effect Construction Standards and Detail Plates. Test results will be provided by the testing agency directly to the City's Public Works Director and the City-designated inspector for the Development. Pursuant to Paragraph 3.1.13 and as part of the City Costs defined herein, the cost for said inspectors, at the normal rates charged to the City, and the costs of all testing shall be borne by the Developer. The cost for the City Engineer shall be billed at the rate as set forth in the City's schedule of charges and fees. Such City Costs shall be documented to and initially paid by the City from the Developer Deposit with such documentation being sent to the Developer in accordance with Paragraph 3.1.13.

3.1.17 Clean Up and Topsoil Replacement. The Developer shall not bury trees, stumps, garbage, construction debris or material on the Development Property and shall clean up the Development Property to a condition acceptable to the City. Where topsoil is removed from any portion of the Development Property, the Developer shall set such topsoil aside and use such topsoil to a depth of at least two and one-half inches (2½") in areas within the Meadows North Townhomes Development that are to be seeded or sodded. All areas to be dedicated to the City that are to be sodded or seeded pursuant to this Agreement must be covered with at least four inches (4") of topsoil borrow (as defined by the Minnesota Department of Transportation Standard Specifications for Construction Section 3877) before such sod or seed is laid or planted thereon. All sod, seed and/or other plantings to be established in the areas to be dedicated to the City, must be watered and maintained so as to be in good condition at the time the areas are turned over to the City.

3.1.18 Public Walkways. As part of the required Public Improvements, the Developer shall cause to be constructed a ten (10) foot wide bituminous trail, and/or a six (6) foot wide concrete sidewalk, where indicated on the Public Improvements Plans as approved by the City of North Branch. The public walkways shall be constructed in accordance with Code Sec. 54-366.

3.1.19 Tree Preservation. In lieu of tree preservation, the Developer has submitted a landscaping plan. Installation of new plantings as per the landscaping plan is a requirement of this Development.

3.2 By the City. The City makes the following representations and undertakings and agrees, upon request to provide the Developer with such certificates or other documents as shall be reasonably requested to establish the truth of each representation or undertaking:

3.2.1 Authorization. The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.

3.2.2 Due Approval. This Agreement has been duly approved by the North Branch City Council and the execution and delivery of this Agreement has been authorized by such City Council.

3.2.3 Cooperation. The City will, in a timely manner following submission of all required documentation and further, subject to all notification requirements, review and act upon all submittals and applications of the Developer and will cooperate with the efforts of the Developer to secure the granting of any permit, license, conditional use permit or other approval required to allow the Meadows North Townhomes Development and the construction of the Private Infrastructure Improvements and the Public Improvements; provided, however, that nothing contained in this paragraph shall be construed to limit in any way the reasonable and legitimate exercise of the City's discretion in considering any submittal or application.

3.2.4 Administrator Discretion. The City Administrator is hereby given the authority, in his or her reasonable discretion, to agree to modify any time limits provided herein in order to assist the Developer in moving forward with the transactions contemplated hereunder in a reasonable and expeditious manner.

ARTICLE FOUR **CONSTRUCTION OF IMPROVEMENTS**

4. The Public Improvements and the Private Infrastructure Improvements shall be constructed in accordance with the following:

4.1 Standard of Construction. The Developer agrees that it will construct the Private Infrastructure Improvements and the Public Improvements on the Development Property in a good and workmanlike manner in accordance with: (a) the Private Improvement Plans; (b) the Public Improvement Plans; (c) to the extent not included as part of the Private Improvement Plans or the Public Improvement Plans, the Exhibits and Schedules to this Agreement including the Exhibits and Schedules incorporated herein by previous references; and (d) the following additional Exhibits to the extent consistent with and not previously incorporated in this Agreement all of which are hereby attached to or referenced and incorporated in this Agreement:

<u>Title</u>	<u>Prepared By</u>	<u>Date</u>	<u>Revised</u>
Cover Sheet	Carlson McCain	2/3/23	
Index	Carlson McCain	2/3/23	
Sanitary Sewer & Water Main	Carlson McCain	2/3/23	
Storm Sewer	Carlson McCain	2/3/23	
Street Construction	Carlson McCain	2/3/23	
Trail	Carlson McCain	2/3/23	
Signing & Striping	Carlson McCain	2/3/23	
Grading, Drainage & Erosion Control	Carlson McCain	2/3/23	
Detail Sheets	Carlson McCain	2/3/23	

Meadows North 2nd Addition Grading, Development & Erosion Control Plans, originally prepared January 22, 2019; Revised as of June 18, 2019, October 23, 2020, December 17, 2021, April 20, 2023 and May 11, 2023, as may be applicable to the Meadows North Townhomes.

and any other building standards adopted by the city from time to time. The Developer agrees to operate, maintain, preserve and keep the Public Improvements in good repair and condition until such time as they are accepted by the City.

4.2 Plan-Conformity. No City building or other permit shall be issued unless the Building Plans are in conformity with the Private Improvement Plans, this Agreement and all other local, state and federal regulations. The City shall as soon as reasonably possible after receipt of the Building Plans review such plans to determine whether the foregoing requirements have been met. If the City determines, such plans to be deficient, it shall notify the Developer in writing within fifteen (15) business days stating the deficiencies and the steps necessary for correction.

4.3 Commencement and Completion of Construction. The City and the Developer respectively agree that the construction of Public Improvements and the Private Infrastructure Improvements shall be commenced and completed as follows:

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 August 1, 2023 and shall cause the construction of the Public Improvements to be substantially completed by November 1, 2024. Substantially completed term throughout this document means all items for the development are completed and installed to City specification but the street wear course.

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 August 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 November 1, 2024.

4.3.3 Unavoidable Delays. "Unavoidable Delays" means delays outside the control of the party claiming its occurrence, including, without limitation, delays that are the direct results of default hereunder by the other party, the unscheduled delay by the other party hereunder in the performance of its covenants and obligations hereunder, strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Private Infrastructure Improvements or the Public Improvements, litigation commenced by third parties which by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal,

state or local governmental unit which directly result in delays. Time lost as a result of Unavoidable Delays shall be added to extend the dates set forth in Paragraphs 4.3.1 or 4.3.2 above.

4.3.4 Liquidated Damages. In the event that the construction of the Public Improvements is not substantially completed on or before the date stated in Paragraph 4.3.1 for such substantial completion, subject to extension for any Unavoidable Delays in substantially completing such construction, as defined in Paragraph 4.3.3, the City shall be entitled to assess against the Developer, as liquidated damages, for such failure, a daily amount equal to one tenth percent (.1%) of the Security for each day that such substantial completion extends beyond such substantial completion date, as it may be so extended. Both the City and the Developer agree that (i) damages resulting from any such delay would be difficult or impossible to calculate and therefore liquidated damages as set forth hereunder are reasonable and necessary; and (ii) payment of said liquidated damages shall be secured by the Security being granted to the City pursuant to Paragraph 3.1.14 of this Agreement, and/or any substitute security granted to the City pursuant thereto. Without limiting the foregoing, the City may give written notice of such failure to commence or complete and within ninety (90) days after the giving of such notice, the Developer has not cured such failure or failures, then the Developer shall be deemed to be in default hereunder and the City shall be entitled to collect the Security and may, at its option, complete the construction of the Public Improvements and assess all of the liquidated damage amounts and all of the City Costs in collecting the Security and/or completed construction of the Public Improvements, including the City's attorney, engineering, staff and other professional fees (the "Assessment Amounts") against the Security. If any portion of the Security remains after all such Assessment Amounts collected against the Security by the City have been completed and all other provisions of this Agreement have been complied with, including, the expiration of any warranty periods granted hereunder, such amounts shall be returned to the Developer or such third party as directed by the Developer. If the Security is insufficient to pay for all such Assessment Amounts, or to leave such amount of the Security available during the warranty period and thereafter as required by this Agreement, the Developer shall be obligated to the City for such deficiency. Notwithstanding the foregoing, the City shall be entitled to any other remedy available to it at law or in equity.

4.4 Certificate of Completion. Promptly after notification by the Developer of completion of construction of the Public Improvements or portions thereof, the City shall inspect the construction to determine whether the Meadows North Townhomes Development has been completed in accordance with the terms of this Agreement (including the date of completion thereof). The notice of completion must be accompanied by as-built drawings, in electronic form, of all public and private infrastructure improvements, including grading, sanitary sewer, watermain, storm sewer facilities and roads, constructed by the Developer and also accompanied by certification from the Developer's engineer that the improvements and grading were constructed as

represented on the as-builts and final grading plans, a sworn construction statement and lien waivers from all contractors/subcontractors who provided goods or services with regard to the Improvements. The as-build files and final grading plans shall be drawn using the Chisago County coordinate system and provided in both AutoCAD .dwg and Adobe .pdf formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the completed work. Lastly, the Developer shall also submit certified compaction testing results for the site grading operations. The Security will not be fully released until all record drawings have been submitted and accepted by the City Engineer.

In the event that the City is satisfied that the construction was completed in accordance with this Agreement, including, without limitation, the Public Improvement Plans the City will, at the request of the Developer, furnish the Developer with a certificate of completion in the form of Exhibit D attached hereto and incorporated herein (the "Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to build the Public Improvements. The Certificate of Completion provided for in this Paragraph 4.4 shall be in recordable form. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Paragraph 4.4, the City shall within fifteen (15) days of such notification, provide Developer with a written statement, indicating in adequate detail and what respects the Developer has failed to complete the construction of the Public Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain a Certificate of Completion. Prior to the issuance of a Certificate of Completion, occupancy of any part of the Private Infrastructure Improvements shall be permitted only pursuant to a temporary Certificate of Occupancy issued by the building official of the City.

4.5 Failure to Construct. In the event that construction of the Private Infrastructure Improvements is not commenced or completed as provided in Paragraph 4.3.2 of this Agreement, the City may give written notice of such failure to commence or complete and if within ninety (90) days after the giving of such notice the Developer has not cured such failure or failures the Developer shall be deemed to be in default under Paragraph 7.1 and subject to the remedies provided in Paragraph 7.2 of this Agreement.

4.6 Assignment of Developer's Claims. Notwithstanding any other provision of this Agreement upon default and, in any event, upon the issuance of the Certificate of Completion hereunder, the Developer does hereby transfer and assign to the City any claim that it may have against any contractor or subcontractor employed by Developer to construct the Public Improvements. The Developer further agrees that the City is a third party beneficiary of its agreements with any contractor or subcontractor employed by the Developer for construction services performed in connection with the Public Improvements.

ARTICLE FIVE INSURANCE

5. The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Private Infrastructure Improvements and the Public Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

5.1 Property Insurance. Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", "special form", or "installation" property insurance policy in an amount equal to one hundred percent (100%) of the insurable value of the Private Infrastructure Improvements and Public Improvements at the date of completion which for the purposes hereof shall be the value calculated in accordance with paragraph 3.1.14 above, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the City shall be protected as an additional insured in accordance with a clause in form and content satisfactory to the City;

5.2 Liability Insurance. Commercial general liability insurance including public liability insurance shall be carried by the Developer and all contractors performing work on the Public Improvements and Private Infrastructure Improvements. The Developer and all such contractors shall name the City as co-insured on each policy with the limits for bodily injury or death not being less One Million and no/100ths (\$1,000,000.00) Dollars for each occurrence and with an aggregate limit of not less than Three Million and no/100ths (\$3,000,000.00) Dollars; and

5.3 Workers Compensation Insurance. Workers compensation insurance, with statutory coverage as required by Minnesota law including employer's liability coverage of not less than Five Hundred Thousand and no/100ths (\$500,000.00) Dollars.

5.4 Policies of Insurance. All insurance required by this Article Five shall be taken out and maintained in responsible insurance companies selected by the Developer and approved by the City that are authorized under the laws of the State of Minnesota to assume the risk covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article Five, each policy shall contain a provision that the insurer shall not cancel or modify without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the Policy has been renewed or replaced by another policy conforming to the provisions of this Article Five, or that there is no necessity therefore under the terms of this Agreement. In lieu of separate policies, the Developer may maintain a single policy or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers

as to the amounts of coverage in force upon the Public Improvements and Private Infrastructure Improvements.

5.5 Application of Proceeds. The Developer agrees to notify the City immediately in the case of damage exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars in an amount to or destruction of the Private Infrastructure Improvements or Public Improvements or any portion thereof resulting from fire or other casualty. The Developer shall in a reasonably expedient manner repair, reconstruct or restore the Private Infrastructure Improvements and Public Improvements to substantially the same or an improved condition or value as existed before the event causing such damage and to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the cost thereof. The Developer shall complete the repair, reconstruction and restoration of the Private Infrastructure Improvements or Public Improvements, whether or not the proceeds of insurance received by the Developer for such purposes are sufficient.

ARTICLE SIX **FINANCING**

6. The following provisions shall govern the Developer's financing of the Meadows North Townhomes Development and ability to encumber the Development Property contemplated by this Agreement:

6.1 Evidence of Financing. Prior to and as a condition to the receipt of the building permit or notice to proceed with construction of the Public Improvements and/or the Private Infrastructure Improvements, the Developer shall submit to the City evidence of a commitment for mortgage or other financing sufficient for construction of the Public Improvements and the Private Infrastructure Improvements and a letter from the proposed lender stating that if such financing is accepted by the City, such lender shall be bound by this Article 6 of this Agreement. If the City finds, in its sole discretion, that the mortgage or other financing is sufficiently committed, contains the terms and conditions required by this Agreement and is adequate in amount to provide for the construction of the Public Improvements and the Private Infrastructure Improvements, then the City shall notify the Developer in writing of its approval. The failure of the City to notify the Developer within fourteen (14) days of receipt of evidence by the City shall be deemed acceptance by the City of adequacy of the commitment. If the City rejects the evidence of mortgage or other financing as inadequate, the Developer shall have fourteen (14) days from the date of such notification to submit evidence of financing satisfactory to the City. If the Developer fails to submit such evidence, any party may terminate this Agreement whereupon all parties shall be released from any further obligation or liability hereunder.

6.2 Limitation on Encumbrances. Before the issuance of a Certificate of Completion, neither the Developer nor any successor in interest to the Public portion of the Development Property or any part thereof shall engage in any financial or any other transaction creating any mortgage or other encumbrance or lien upon or affecting the

Public portion of the Development Property, whether by express agreement or operation of law, or suffer any encumbrances or liens to attach to the Development Property except a Permitted Encumbrance without the prior written approval of the City. The City shall not approve any mortgage, which does not contain terms that conform to the terms of Article Six and Paragraph 7.2 of this Agreement.

6.3 Notice of Default. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement (hereinafter each a "Mortgagee") at the last address of such Mortgagee shown in the records of the City.

6.4 Mortgagee's Option to Cure. After any breach or default referred to in Paragraph 7.1 hereof, each Mortgagee shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Development Property covered by its mortgage), and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided however that if the breach or default is with respect to construction of the Public Improvements, nothing contained in this Paragraph 6.4 or any other section of this Agreement shall be deemed to permit or authorize such Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction of the Public Improvements or completion of the Meadows North Townhomes Development beyond the extent necessary to conserve or protect Public Improvements or construction to the City except by written agreement, to complete, in the manner provided in this Agreement, the Development or the part thereof to which the lien or title of such Mortgagee relates. Any such Mortgagee who shall promptly complete the Meadows North Townhomes Development or applicable part thereof shall be entitled, upon written request made to the City, to a Certificate of Completion by the City to such effect in the manner provided in Paragraph 4.4 of this Agreement, and any such Certificate of Completion shall, if so requested by such Mortgagee, mean and provide that any remedies or rights that the City shall have or be entitled to because of failure of the Developer or any successor in interest to the Development Property, or any part thereof, to cure or remedy any default with respect to the construction of the Public Improvements or Private Infrastructure Improvements on other parts or parcels of the Development Property, or because of any other default in or breach of the Agreement by the Developer or such successor, shall not apply to the part or parcel of the Development Property to which such Certificate of Completion relates.

6.5 City's Option to Cure. In the event that a Mortgagee authorized pursuant to this Article Six sends a notice of default to the Developer, the Mortgagee also shall notify the City in writing of: (a) the fact of the default; (b) the elements of the default; and (c) the actions required to cure the default. If the Developer fails to timely cure the default or fails to make arrangements satisfactory to the Mortgagee to cure said default, then the City shall have thirty (30) days from the expiration of such cure period to cure the default. If the City cures the default as set forth above, then the Mortgagee shall pursue

none of its remedies under the financing based upon the said default of the Developer. In the event of a transfer of the title to the Development Property to the City, or a third party approved by the City and Mortgagee, whether or not required to cure a default, said transfer shall not constitute an event of default under the financing unless the security of the Mortgagee has, in fact, been impaired by said transfer. In the event of such transfer (that does not impair the security of the Mortgagee), the Mortgagee shall permit the transferee to assume all outstanding obligations (and receive all remaining disbursements) under the financing.

ARTICLE SEVEN

EVENTS OF DEFAULT

7. The following provisions shall govern defaults and remedies for defaults under this Agreement:

7.1 Event of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

7.1.1 Non-Permitted Encumbrances. The filing of a mortgage, lien or other encumbrance against the Development Property, which mortgage, lien or other encumbrance does not constitute a Permitted Encumbrance under this Agreement. Notwithstanding the foregoing the filing of a mechanic's lien against all or part of the Development Property shall not constitute an Event of Default if the Developer shall either satisfy such lien or commence an action to contest such lien with six (6) months of such filing and thereafter obtain the release of such lien within an additional six (6) month period.

7.1.2 Failure to Pay. Failure by the Developer to pay when due the payments required to be paid or secured under any provision of this Agreement, including the payment of any property taxes, special assessments, City Costs or other payment required with respect to the Development Property or any portion thereof or otherwise required by this Agreement.

7.1.3 Failure to Perform. Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, after written notice to the Developer as provided in this Agreement.

7.1.4 Insolvency. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.

7.1.5 Court Order. If the Developer, on a petition in bankruptcy filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

7.1.6 Mortgage Default. If the Developer is in default under any mortgage for this development and has not entered into a work-out agreement with the Mortgagee within sixty (60) days after such default.

7.2 Remedies on Default. Whenever any Event of Default occurs, the City may, in addition to any other remedies or rights given the City under this Agreement but only after the Developer's failure to cure within thirty (30) days of written notice of default which notice shall be effective on the date mailed or hand delivered to the Developer, take one or more of the following actions:

7.2.1 Suspend Performance. Suspend the City's performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

7.2.2 Enforce Agreement. Take whatever action at law or in equity appearing necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance or observance of any obligation, agreement or covenant of the Developer under this Agreement including but not limited to collection or other enforcement against the security; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement and (b) any rights or interests provided in this Agreement for the protection of Mortgagees, provided, however, that the Development Property shall be bound by the terms and conditions of this Agreement, irrespective of the exercise of such rights by a Mortgagee.

7.2.3 Withhold Certificate or Permit. Withhold any certificate or permit required hereunder including, without limitation the Certificate of Completion.

7.2.4 Grant of License. The Developer grants the City, its agents, employees, officers and contractors a license to enter the Development Property to perform all necessary work and/or inspections deemed appropriate by the City during the installation of Public Improvements installed pursuant to this Agreement until such Public Improvements have been installed and accepted by the City and further during the construction of the Private Infrastructure Improvements on the Development Property by the Developer. This Paragraph

7.2.4 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 work. The City may, in addition to its other remedies or other requirements of this Agreement, assess the cost in whole or in part under Minnesota Statutes. Nothing in this Paragraph 7.2.4 shall restrict the City's right to enter upon the Public Improvements dedicated to and accepted by the City or as granted to the City by the Developer pursuant to any easements granted to the City by this Agreement.

7.2.5 Liquidated Damages. Collection of liquidated damages subject to and in accordance with the provisions of Paragraph 4.3.4 of this Agreement.

7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any Event of Default shall impair any such right or power and shall not be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as required in Paragraph 4.4 in order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article Seven.

7.4 No Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE EIGHT **ADDITIONAL PROVISIONS**

8. The following additional provisions are hereby made a part of this Agreement:

8.1 Conflict of Interest: No Personal Liability. No member of the City Council, Planning Agency or other official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association which he or she is, directly or indirectly, interested. No such member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor for any obligations under the terms of this Agreement.

8.2 No Taking. The Developer agrees to each of the undertakings required hereunder including, without limitation, the Developer's undertaking to dedicate the Public Improvements to the City and the payments required to be made hereunder and the

Developer further agrees that it waives any statutory or constitutional claim that any of such undertakings or payments constitutes a taking without just compensation by the City.

8.3 Non-Discrimination. The provisions of Minnesota Statutes, Section 181.59, which relates to civil rights and non-discrimination, and any affirmative action program of the City shall be considered a part of this Agreement and binding on the Developer as though fully set forth herein.

8.4 No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Development Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

8.5 Statement As To Status. At such time as all of the provisions of this Agreement have been duly performed by the Developer, the City, upon not less than ten (10) days prior written notice by Developer, agrees to execute, acknowledge and deliver, without charge to Developer or to any person designated by Developer, a statement in writing in recordable form certifying the extent to which this Agreement has been fully performed and the obligations hereunder fully satisfied. Such certification shall not, however, be deemed a satisfaction of the Developer's continuing obligations under this Agreement, if any.

8.6 Ownership of Public Improvements. Upon completion of the work and construction required to be done by this Agreement the Public Improvements and any improvements lying within public easements shall become City property. As required by Code section 54-305(f), the City will accept the dedication of any validly certified Public Improvement within thirty (30) days of the Developer's offer to dedicate the Public Improvement. The City's final acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance ("Owner's Policy") as required by Code Section 54-305(f) for the benefit of and approved by the City in the amount of One Hundred Thousand and 00/100's dollars (\$100,000.00) and showing that the City will, upon acceptance, own such Public Improvements in fee simple and that there are no liens, encumbrances or other restrictions on the Public Improvements unacceptable to the City in its reasonable judgment. Acceptance of any Public Improvement does not constitute a waiver by the City of the right to draw funds under the Security on account of any defect in or failure of the Public Improvement that is detected or which occurs after the acceptance of the dedication. The Public Improvements must be offered to the City in no more than three (3) dedications, with each such offer to be made in the form of Exhibit E attached hereto and incorporated herein. After acceptance of any Public Improvement, the amount, which the City is entitled to draw on the Security, will be reduced by an amount equal to one hundred percent (100%) of the estimated cost of the Public Improvement so offered as determined by the City Engineer. At the request of the Developer, the City will execute a certificate in the form of Exhibit F attached hereto and incorporated herein verifying the conditional acceptance of the Public Improvement and waiving its right to draw on the Security to the extent of such

amount. If the Developer is in default under this Agreement, the Developer will have no right to such a certificate. Upon the acceptance of all of the Public Improvements an amount equal to twenty-five percent (25%) of the Security will be available to the City for ninety (90) days after expiration of the Warranty Period as hereinafter defined.

8.7 Warranty. The Developer warrants all Public Improvement work required to be performed by it against poor material and faulty workmanship for a period of one (1) year from the date that the City accepts the dedication of the last Public Improvement completed by the Developer (the "Warranty Period") as evidenced by the issuance of a Certificate of Completion. In addition to the remaining Security as required by paragraph 8.6 above, if reasonably required by the City, the Developer shall post maintenance bonds or other security acceptable to the City to secure the warranties during the Warranty Period.

8.8 Erosion Control. During the construction of the Private Infrastructure Improvements and the Public Improvements the Developer shall comply and shall cause all builders to meet the City's ordinances and the erosion control elements in the final Private Improvement Plans and Public Improvement Plans for the prevention of damage to adjacent property and the control of surface water runoff, including without limitation the installation of a four (4) foot strip of sod, adjacent to City streets as required by such ordinances. However, on a case-by-case basis, if the temperature exceeds eighty-five degrees (85°) and in the judgment of the City's representative, the requirement of a four (4) foot strip of sod may be waived by the City's representative and be substituted with a silt fence requirement. As the Meadows North Townhomes Development progresses, the City may impose additional erosion control requirements if, in the reasonable opinion of the City's representative, they would be useful. The Developer shall meet the erosion control plans and with any such additional instructions it receives from the City. All areas disturbed by the excavation and backfilling operations shall be sodded or reseeded forthwith after the completion of the work in that area. Seed shall be rye grass or other fast growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All areas where soil has been disturbed shall be seeded, straw mulched and disc anchored for seed retention. The parties recognize that time is of the essence in controlling erosion.

8.9 Use of City Streets. During the construction of the Public Improvements and the Private Infrastructure Improvements, the Developer shall only use those City streets determined to be appropriate for such use by the City. The City shall notify the Developer of such street designations before the commencement of construction of such improvements and the City may change such designation from time to time thereafter.

8.10 Cleanup. The Developer shall not bury trees, stumps, garbage or building materials on any portion of the Development Property. The Developer shall promptly clear or cause to be cleared any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns.

8.11 Responsibility for Costs. Developer shall be responsible for the following

costs incurred with respect to this Agreement which costs shall be paid as set forth below:

8.11.1 Actual Costs. Without limiting any other provisions of this Agreement or any other agreement ancillary hereto the Developer shall pay all City Costs, in conjunction with this Agreement, the agreements referred to herein, the review, approval and construction of the Public Improvements and the Private Infrastructure Improvements in accordance with this Agreement, the public Improvement Plans and the private Improvement Plans and the Developer's performance under this Agreement including, but not limited to, legal, planning, construction costs, engineering and inspection expenses incurred in connection with approval and acceptance of the Public Improvement Plans and Private Improvement Plans, the preparation of this Agreement and all City Costs in monitoring and inspecting development of the Public Improvements and the Private Infrastructure Improvements hereunder. These amounts shall be paid in cash within thirty (30) days of submission of a bill to Developer.

8.11.2 Claims. Developer hereby expressly agrees to indemnify and hold the City, its officers, employees, agents and all members of the North Branch City Council, planning commission, park board and other board or commission from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the Development Property and elsewhere pursuant to this Agreement or any Ancillary Agreement, and further releases such officers, employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement or any Ancillary Agreement. The indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement or any Ancillary Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the City and this Agreement or any Ancillary Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Phase One Development.

8.11.3 Enforcement Costs. The Developer shall reimburse the City for reasonable out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

8.11.4 Payments. The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Developer exercise any one or more of the remedies provided to the City by Article Seven hereunder.

8.11.5 Final Approval. The City agrees to give final approval to the Plat of the subdivision upon execution and delivery of this Agreement and all

Ancillary Agreements or other agreements referred to herein, receipt by the City of the additional payments required by Paragraph 3.1.15 hereunder, payment of any costs described in this Agreement or Ancillary Agreement which have been incurred by and are then to be reimbursed to the City by the Developer pursuant to this Agreement or any Ancillary Agreement.

8.12 Snow Removal and Sign Maintenance. The City shall not be obligated to maintain any of the Public Improvements described herein until such Public Improvements have been finally accepted by the City pursuant to this Agreement as evidenced by the issuance of the Certificate of Completion. Without limiting the foregoing, after the first lift of bituminous on the streets within the Development, the City agrees to snow plow such streets and the Developer agrees to indemnify and hold the City harmless from and against any damages caused to the streets, other persons or property or to the City's equipment during such maintenance. After such dedication to and final acceptance by the City, the City shall snow plow such streets in the same manner and subject to the same limitations applicable to other public streets. City will order and install all necessary street signs and infrastructure markers, cost to be billed to developer as outlined in city fee schedule. Additionally, the Developer shall be required to maintain any entrance or other sign constructed on the Development Property in a neat, attractive and reasonable manner. Further without limiting the foregoing, Developer shall execute and deliver to the City within ten (10) days of the City's approval of the improvements constructed by Developer therein a Temporary Turn Around and Snow Removal Easement in the form of Exhibit H hereto.

8.13 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the City:

City of North Branch
ATTN: City Administrator
P.O. Box 910
North Branch, MN 55056

(b) As to the Developer:

LGI Homes – Minnesota, LLC
2850 Cutters Grove Ave.
Suite 207
Anoka, MN 55303

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 8.12.

8.14 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

8.15 Amendment and Supplementation. This Agreement may only be amended by a written agreement signed by the parties hereto and otherwise in accordance with the City's Code. The parties acknowledge that this Agreement may be supplemented after its execution by additional, replacement or supplementary exhibits or schedules which, when dated and signed by the parties hereto shall supplement or replace such exhibit or schedule and which shall be incorporated into this Agreement.

8.16 Separability. If any Article, section, sentence, clause or other part of this Agreement or any Ancillary Agreement shall be adjudged void and of no effect, for any reason whatsoever, such decision shall not affect the validity of the other portions of this Agreement or any Ancillary Agreement.

8.17 Rules of Interpretation.

8.17.1 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

8.17.2 Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

8.17.3 Original Sections. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

8.17.4 Headings. Any titles of the several parts, articles and section of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

8.18 Recording. The parties agree that this Agreement or a Memorandum of this Agreement acceptable to the City in its sole discretion shall be recorded by the City or the title company retained to close Developer's financing of the Meadows North Townhomes Development at Developer's sole cost. The parties further agree that the applicable terms, conditions and provisions of this Agreement shall run with the land, inure to the benefit of and bind the parties hereto and their successors and assigns.

8.19 Initial Building Permit. Notwithstanding and in addition to any other provision of this Agreement, so long as the Developer meets all other City requirements therefore, the City will issue the Developer up to four (4) building permits for single family dwellings (to be constructed upon sites with reasonable access thereto), upon the execution of this Agreement and the recording of the Subdivision Plat and the payment of

all applicable City Costs and other fees, including without limitation, the posting of the Security required hereunder for the construction of model homes within the Subdivision. Subject to the foregoing, no other building permits will be issued except in accordance with then existing City Ordinances, policies and procedures including the requirement of the City that the Developer has completed construction of all portions of the Public Improvements except the final lift of bituminous.

8.20 Indemnification. Until the issuance of the Certificate of Completion, the Developer on behalf of itself and the Association agrees to indemnify and hold the City harmless from and against any personal injury damage incurred by the owner's property within the Meadows North Townhomes Development or their guests, invitees or visitors of any kind resulting from the City's maintenance of the Public Improvements including without limitation damage to lawns, vehicles, driveways, sidewalks, buildings, etc.

8.21 Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

8.22 PUD Ordinance Compliance. By executing this Agreement as to the Development, the City hereby acknowledges that the Developer as complied with the PUD Ordinance requirements of the City and this Agreement relating to the preliminary and final submissions and actions to be taken by the Developer as of the date hereof and subject to such further submissions and actions as shall be reasonably required to update the Developers confirmed compliance with the PUD Ordinance and this Agreement to the extent that any plans referred to and incorporate into the Agreement are inconsistent with the requirements of the underlying zoning classification, pursuant to the PUD Ordinance, the City hereby consents to such inconsistency to the fullest extent allowed by the PUD Ordinance and/or the applicable zoning ordinance without limiting the generality of the foregoing, variances are hereby granted from the City's zoning ordinances as shown on the Preliminary and Final Plat, subject to the terms and conditions of approval as set forth on Exhibit H. Upon grant of this Variance, such lots are hereby deemed conforming lots under the City's zoning ordinance and shall be granted all rights and privileges as conforming lots.

8.23 Enforcement of Restrictive Covenants. The City has the right, but is not obligated to enforce the Restrictive Covenants that are referenced and, in part, described herein.

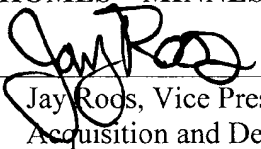
8.24 Entire Agreement. This Agreement including the Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, including but not limited to the Letter of Intent shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in

its name and behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

DEVELOPER:

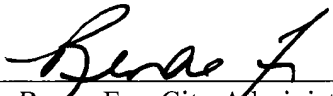
LGI HOMES – MINNESOTA, LLC

By: 
Jay Roos, Vice President of Land
Acquisition and Development

CITY:

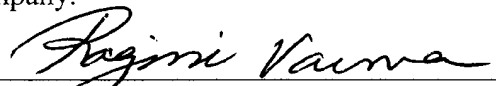
CITY OF NORTH BRANCH

By: 
Kevin Schieber, Mayor

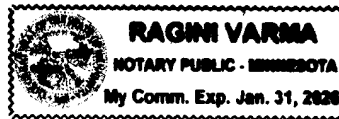
By: 
Renae Fry, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CHISAGO)

This instrument was acknowledged before me this 29 day of September, 2023, by Jay Roos, Vice President of Land Acquisition and Development of LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company.


Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF CHISAGO)



This instrument was acknowledged before me this 29 day of September, 2023, by Kevin Schieber and Renae Fry, the Mayor and City Administrator, respectively, of the City of North Branch, a Minnesota municipal corporation on behalf of the Corporation.


Notary Public

THIS INSTRUMENT DRAFTED BY:

City of North Branch
6408 Elm Street, PO Box 910
North Branch, MN 55056-0910
Telephone: 651-674-8113
Fax: 651-674-8262



EXHIBIT A
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit A to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement.

The following is the legal description of the Development Property:

Outlot A, Meadows North 3rd Addition, according to the recorded plat thereof, Chisago County, Minnesota.

EXHIBIT B
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit B to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. The following are the Permitted Encumbrances:

1. Special Assessments, if any.
2. Current Real Estate Taxes.
3. Drainage and utility easements over the subject property as shown on the recorded plat.

EXHIBIT C
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit C to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this cover sheet is the form of Letter of Credit.

Sample Letter of Credit #

Date: _____

\$

TO: City of North Branch
P.O. Box 910
North Branch, MN 55056

Dear Sirs:

We hereby issue in your favor, this Irrevocable Letter of Credit # _____ for the account of LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company ("Developer"), pertaining to Developer's obligations, performance and undertakings, as described in the Planned Unit Development and Subdivision Agreement dated _____, 2023 (the "Development Agreement"), between Developer and the City of North Branch, Minnesota (the "City"), in the amount of \$ _____, available to you by your draft at the sight of the undersigned bank when accompanied by a signed statement by the City Administrator of the City certifying that the conditions of the above reference Development Agreement have not been satisfied in accordance with that Development Agreement as follows:

1. The City Administrator certifies to the Bank truthfully that:
 - (a) Developer is in default in the completion of the Public Improvements as defined in the afore-described Development Agreement or is otherwise in default under the Development Agreement; and
 - (b) The City has given written notice of said default to each of Developer and the undersigned and thirty (30) days or more has expired since the giving of such notice and such default continues; and
 - (c) The City is drawing upon such Letter of Credit the amounts necessary to complete the Public Improvements or otherwise satisfy the Developer's obligations under the Development Agreement and that it will utilize and funds for the completion of said Public Improvements.
2. The City presents this Letter of Credit; and
3. The City presents a copy of the 30-day written notice specified in (b) above.

This Letter of Credit will continue in full force and effect until the expiration of the Warranty Period provided in the Development Agreement unless the City consents to the earlier termination thereof in writing which consent may be withheld for any or no reasons.

Very truly yours,

(Lender)

By: _____

Its: _____

EXHIBIT D
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit D to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this cover sheet is the Certificate of Completion.

CERTIFICATE OF COMPLETION

The undersigned hereby certify that LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company ("Developer") has fully and completely complied with its obligations under Article Four and Section 8.6 of that document entitled "Planned Unit Development and Subdivision Agreement", dated _____, 2023 (the "Agreement"), between the City of North Branch and Developer with respect to construction of the Improvements in accordance with the approved Construction Plans, and is released and forever discharged from its obligations to construct under such above-referenced Article. This certificate shall not release Developer from any other obligation or undertaking required by the Agreement.

Dated: _____

CITY OF NORTH BRANCH:

By: _____
Its: _____

By: _____
Its: _____

THIS INSTRUMENT WAS DRAFTED BY:

City of North Branch
6408 Elm Street, PO Box 910
North Branch, MN 55056-0910
Telephone: 651-674-8113
Fax: 651-674-8262

EXHIBIT E
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit E to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this cover sheet is the Offer of Dedication.

Meadows North Townhomes
OFFER OF DEDICATION

THE UNDERSIGNED, LGI HOMES - MINNESOTA, LLC a Minnesota limited liability company ("Developer") has executed this Offer of Dedication ("Offer") effective as of the ____ day of _____, 201__.

RECITALS

A. The Developer and the City of North Branch, a Minnesota municipal corporation ("City") are parties to a Planned Unit Development and Subdivision Agreement dated _____, 2023 (the "Agreement") according to the terms of which the Developer agreed to construct certain Improvements to the Property owned by the Developer including certain Public Improvements to be dedicated to the City.

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

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

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

OFFER OF DEDICATION

The following provisions are hereby submitted to the City by the Developer in connection with the Agreement regarding the development of the Meadows North Townhomes Development within the City limits:

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

2. Cost of Dedicated Improvements. The Developer hereby submits that the estimated cost of the Dedicated Improvements as determined by the City's Engineer is \$_____ and that therefore the Reduction Amount is \$_____.

3. Letter of Credit. The Developer hereby requests that the City execute a certificate verifying its acceptance of the Dedicated Improvements and waiving its right to draw on the

Letter of Credit to the extent of the Reduction Amount and to allow the Developer to submit a replacement Letter of Credit in the amount of \$_____representing the difference between the original Letter of Credit amount and the Reduction Amount requested hereunder.

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

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

Respectfully Submitted,

DEVELOPER:

LGI HOMES - MINNESOTA, LLC

By: _____

Its: Chief Manager

EXHIBIT F
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit F to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this cover sheet is the Certificate of Acceptance.

CERTIFICATE OF ACCEPTANCE

THE UNDERSIGNED, City of North Branch, a Minnesota municipal corporation ("City") hereby has executed this Certificate of Acceptance ("Certificate") on the ____ day of _____, 201__.

RECITALS

A. LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company ("Developer") and the City are parties to a Planned Unit Development and Subdivision Agreement dated _____, 2023 (the "Agreement") according to the terms of which the Developer agreed to construct certain Public Improvements to the Property owned by the Developer including certain Public Improvements to be dedicated to the City.

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

C. The Agreement further provides that the City Administrator may consent to the reduction of the Letter of Credit based upon the City Engineer's Certificate of Completion of construction work on such Public Improvements.

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

E. The Developer has completed certain of the Public Improvements and pursuant to a _____ [first, second or final] offer to dedicate such Improvements to the City (the "Dedicated Improvements") and, upon the City's acceptance of such Offer to accept a new Letter of Credit in an amount reduced by the Reduction Amount as allowed by the Agreement.

CERTIFICATE OF ACCEPTANCE

1. Conditional Acceptance. Based upon the Offer of Dedication submitted to the City, the City hereby accepts the Dedicated Improvements described therein with such acceptance being expressly made contingent upon the Developer's compliance with Minnesota Statutes Chapter 505, the Agreement and all other applicable rules and regulations applicable to the transactions contemplated by the Agreement.

2. Approval of Reduction in Security. The City hereby approves the City Administrator's consent to a reduction in the Existing Letter of Credit provided by the Developer in an amount equal to the Reduction Amount consisting of the estimated cost of the Dedicated

Improvements as determined by the City Engineer and the City hereby agrees to surrender the Existing Letter of Credit in exchange for a replacement Letter of Credit amount of not less than \$_____ and otherwise in all material respects acceptable to the City.

CITY OF NORTH BRANCH

By: _____
Its: Mayor

By: _____
Its: City Administrator

EXHIBIT G
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit G to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this cover sheet is a copy of the approved final plat for the Development.

MEADOWS NORTH TOWNHOMES

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 17, TWP. 35, RGE. 21

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

Quintel A, MEADOWS NORTH 3RD ADDITION, Chicago County, Minnesota

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

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

LG Homes - Minnesota, LLC

Jay Ross as Officer

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Jay Ross as officer of LG Homes - Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

_____, (Signed)
_____, (Printed)

Notary Public, _____
My commission expires _____

Thomas R. Bohlert do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all metes and bounds and all other data are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 85.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

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

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Bohlert.

_____, (Signed)
_____, (Printed)

Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

This plat of MEADOWS NORTH TOWNHOMES was approved and accepted by the City Council of the City of North Branch, Minnesota at a regular meeting thereof held this ____ day of _____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 805.03, Subd. 2.

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

By _____, Mayor
By _____, Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.03, Subd. 31, this plat has been reviewed and approved this ____ day of _____, 20____.

By _____
Paul M. Olson
Chicago County Surveyor

COUNTY AUDITOR

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

By _____
Bridgette S. Kennel, Chicago County Auditor

COUNTY TREASURER

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

By _____
Bridgette S. Kennel, Chicago County Treasurer

COUNTY RECORDER

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

By _____
Karen Long, Chicago County Recorder

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 17, TWP. 35, RGE. 21

VICINITY MAP

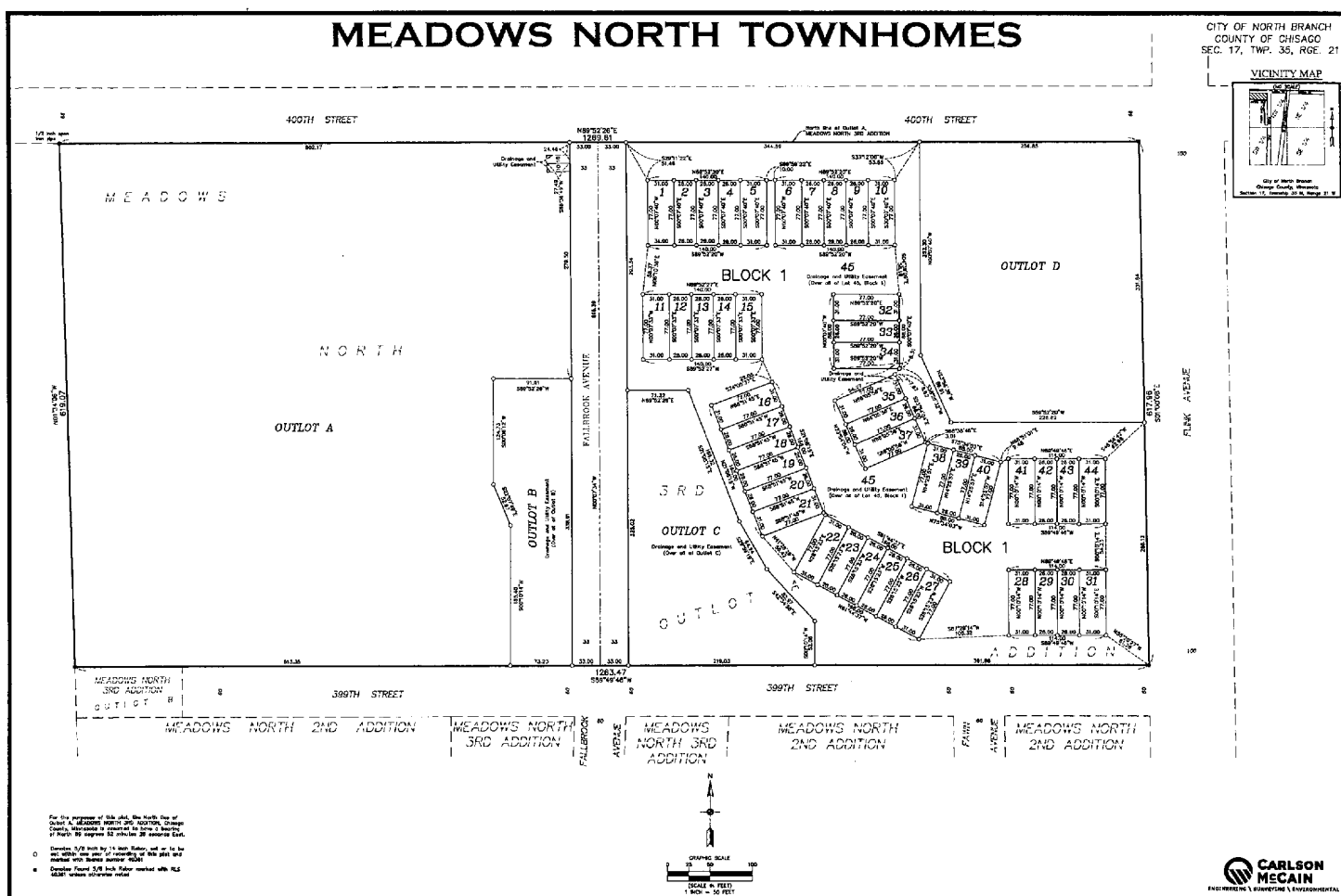


EXHIBIT H
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Exhibit IH to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Exhibit shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Below are the terms and conditions of the preliminary plat and the planned unit development:

City Code 66-315 (a) (1) b 2:

A dwelling unit with one, two or more stories shall have a minimum of 800 square feet on the main floor.

Modify to: Main level minimum of 572 sq feet with a total finishable space (basement, main level and 2nd floor of 1,702 for interior units and 1,880 for the end units.

City Code 66-318 (a):

Total lot area: a minimum of 7,500 square feet per dwelling unit.

Modify to: 2,000 square feet.

City Code 66-318 (b):

Total width at front yard setback line: a minimum of 150 feet.

Modify to: 26 feet

City Code 66-318 (c):

Total minimum lot depth: 100 feet.

Modify to: 77 feet

City Code 66-318 (d):

Yard dimensions:

1. Front yard setback: 30 feet from the lot line or road right-of-way if applicable.

Modify to: 12 feet from front property line to foundation/10' from front property line to projection of second story cantilever (2' cant.). Minimum distance from back of curb to foundation is 25'

2. Side yard setback (each end of row): minimum of six feet from the (interior) lot lines or zero if dwelling unit is attached.

Modify to: 5 feet to property line

3. Corner side yard setback: minimum of 30 feet from the lot line or road right-of-way if applicable.

Modify to: As shown on plans.

4. Rear yard setback for interior lots: minimum of 30 feet from the lot line.

Modify to: 16 feet from property line to unit foundation, i.e. not including deck; minimum rear yard setback for a deck or patio is 6' not including stairs

5. Rear yard setback for corner lots: minimum of 15 feet from the lot line.

Modify to: As shown on plans.

SCHEDULE 2.1.1
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Schedule 2.1.1 to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Schedule shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this cover sheet from time to time will be identifying information regarding the Private Improvement Plans.

SCHEDULE 2.2.7
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT BETWEEN
THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL CORPORATION AND
LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED LIABILITY COMPANY**

This is Schedule 2.2.7 to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, Minnesota Municipal Corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Schedule shall have the meanings given them in the Development and Subdivision Agreement. The following is the Planned Unit Development and Subdivision Agreement relating to the Developments within the City of North Branch.

**PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
CHECKLIST**

A. PRIOR TO EXECUTION OF DEVELOPMENT AGREEMENT

_____ Final Plat Approved and Executed
_____ Wetland Truthing Letter
_____ Approved Private Improvement Plans
_____ Approved Public Improvement Plans
_____ Existing Title Evidence
_____ Commitment to Issue Letter of Credit
_____ Developer Deposit
_____ Ancillary Agreements

B. AFTER EXECUTION OF DEVELOPMENT AGREEMENT

_____ Certificate of Good Standing
_____ Certified Developer Resolutions
_____ Title Commitment for Dedicated Improvements
_____ Excavation Permit
_____ Grading Permit
_____ Proposed Association Documents
_____ Proposed Restrictive Covenants
_____ Letter of Credit
_____ Builder's Risk Insurance Certificate
_____ Liability Insurance Certificate
_____ Park Dedication Payment
_____ Trunk Charge Payments
_____ Evidence of Financing
_____ Title Policy for Dedicated Improvements
_____ Initial Building Permit
_____ First Offer of Dedication
_____ Second Offer of Dedication
_____ Third Offer of Dedication
_____ First City Acceptance Certificate
_____ Second City Acceptance Certificate
_____ Third City Acceptance Certificate

_____ Certificate of Completion

SCHEDULE 3.1.12
TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Schedule 3.1.12 to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Schedule shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached to this coversheet from time to time will be the proposed Restrictive Covenants and Association Documents, if any.

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KAREN M LONG
CHISAGO COUNTY RECORDER
CHISAGO COUNTY, MN

Fee: **\$46.00** Pages: 34
Returned To: Larkin Hoffman

COMMON INTEREST COMMUNITY NUMBER 61
A PLANNED COMMUNITY

MEADOWS NORTH TOWNHOMES
DECLARATION

**COMMON INTEREST COMMUNITY NUMBER 61
A PLANNED COMMUNITY
MEADOWS NORTH TOWNHOMES
DECLARATION**

TABLE OF CONTENTS

	<u>Page</u>
1. <u>DEFINITIONS</u>	1
2. <u>DESCRIPTION OF THE COMMON INTEREST COMMUNITY</u>	5
3. <u>DESCRIPTION OF THE ASSOCIATION</u>	5
4. <u>DESCRIPTION OF THE UNITS</u>	5
5. <u>DESCRIPTION OF THE COMMON ELEMENTS</u>	5
6. <u>DESCRIPTION OF THE LIMITED COMMON ELEMENTS</u>	5
7. <u>ALLOCATED INTERESTS</u>	5
8. <u>SPECIAL DECLARANT RIGHTS</u>	6
9. <u>ADDITIONAL REAL ESTATE</u>	7
10. <u>MODEL UNITS AND SALES AND MANAGEMENT OFFICES</u>	8
11. <u>DECLARANT CONTROL OF THE ASSOCIATION</u>	9
12. <u>RESTRICTIONS ON THE USE, OCCUPANCY OR ALIENATION OF UNITS AND COMMON ELEMENTS</u>	9
13. <u>SUBDIVISION OR CONVERSION OF UNITS</u>	11
14. <u>BUDGETING, ASSESSMENTS AND THE ASSOCIATION'S LIEN FOR UNPAID ASSESSMENTS</u>	11
15. <u>MAINTENANCE OF UNITS AND COMMON ELEMENTS; UNIT IMPROVEMENTS AND ALTERATIONS; AND RELOCATION OF BOUNDARIES BETWEEN UNITS</u>	17
16. <u>EASEMENTS</u>	20
17. <u>INSURANCE</u>	21
18. <u>RECONSTRUCTION AND REPAIR OF COMMON INTEREST COMMUNITY</u>	24
19. <u>WAIVER OF CLAIMS</u>	26
20. <u>TERMINATION</u>	26
21. <u>EMINENT DOMAIN</u>	26

22.	<u>RIGHTS OF FIRST MORTGAGEES AND INSURERS AND GUARANTORS OF FIRST MORTGAGES</u>	26
23.	<u>AMENDMENT</u>	27
24.	<u>COMPLIANCE WITH PROVISIONS</u>	27
25.	<u>GENERAL PROVISIONS</u>	27
SIGNATURES		26
ACKNOWLEDGMENT		26
EXHIBIT A – LEGAL DESCRIPTION OF SUBJECT PROPERTY		A-1
EXHIBIT B – LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE		B-1

**COMMON INTEREST COMMUNITY NUMBER 61
A PLANNED COMMUNITY
MEADOWS NORTH TOWNHOMES
DECLARATION**

Pursuant to the provisions and authority of Minnesota Statutes, Chapter 515B, LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company ("**LGI Homes**"), makes and executes this Declaration to submit certain real property which LGI Homes owns in fee simple and which is legally described on the attached Exhibit A together with the buildings and improvements located thereon, to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Chapter 515B. The Subject Property (as hereinafter defined) is not subject to a master association, as defined in Chapter 515B.

1. **DEFINITIONS.** All terms and phrases used in this Declaration or in the other Project Documents (as hereinafter defined) have the meanings set forth in the CIC Act unless otherwise defined in the Project Documents.

1.1 **"Additional Real Estate"** means the real estate that Declarant (as hereinafter defined) may add to the Common Interest Community (as hereinafter defined) pursuant to Section 9 of this Declaration. The Additional Real Estate is legally described on the attached Exhibit B.

1.2 **"Affiliate of Declarant"** means any Person (as hereinafter defined) who controls, is controlled by, or is under common control with a Declarant. A Person **"controls"** a Declarant if the Person (i) is a general partner, officer, director, or employer of the Declarant; (ii) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in a Declarant; (iii) controls in any manner the election of a majority of the directors of a Declarant; or (iv) has contributed more than twenty percent (20%) of the capital of the Declarant. A Person **"is controlled by"** a Declarant if the Declarant (i) is a general partner, officer, director, or employer of the Person; (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the Person; (iii) controls in any manner the election of a majority of the directors of the Person; or (iv) has contributed more than twenty percent (20%) of the capital of the Person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.3 **"Articles"** means the Association's Articles of Incorporation.

1.4 **"Association"** means Meadows North Townhome Association, a Minnesota nonprofit corporation organized and existing under the Non-Profit Act (as hereinafter defined).

1.5 **"Board"** means the Association's Board of Directors.

1.6 **"Bylaws"** means the Association's Bylaws.

1.7 “**CIC Act**” means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as the same may be amended from time to time, and any successor statutes.

1.8 “**Common Elements**” includes roofing, siding and structural components of each building containing the Dwellings, all landscaping on portions of a Unit not occupied by a Dwelling, all Limited Common Elements (as hereinafter defined), the Retaining Walls (as hereinafter defined) and all improvements and fixtures located on and all easement rights that are included in the Common Elements. Declarant may create additional Common Elements out of Additional Real Estate that Declarant adds to the Common Interest Community pursuant to Section 9 of this Declaration and the CIC Act.

1.9 “**Common Expenses**” means any and all expenditures made and liabilities incurred by or on behalf of the Association together with the amounts necessary to fund scheduled deposits in reserve accounts established to provide funds to pay for the maintenance, repair and replacement of Common Elements, including but not limited to the Limited Common Elements, and the maintenance, repair and replacement of the portions of the Dwellings (as hereinafter defined) and Units (as hereinafter defined) and the irrigation systems serving each Unit that this Declaration or the CIC Act obligates the Association to maintain, repair and replace.

1.10 “**Common Interest Community**” means Meadows North Townhomes, Common Interest Community Number 61, Chisago County, Minnesota. including any Additional Real Estate subsequently added to the Common Interest Community.

1.11 “**Declarant**” means LGI Homes – Minnesota, LLC, and any person who executes a supplemental declaration adding Additional Real Estate to the Common Interest Community, other than persons holding interest in the real estate solely as security for an obligation, or any person who succeeds under the provisions of the CIC Act to any Special Declarant Rights (as hereinafter defined).

1.12 “**Declarant Control Period**” means the period during which Declarant, or a Person the Declarant designates, has the exclusive right to remove the directors of the Association, at will, and appoint successors and to appoint and remove the Association’s officers, which rights commence with the recording of this Declaration and extend until the earliest of:

1.12-1 Five (5) years from the date of the first conveyance of a Unit to a Purchaser;

1.12-2 Declarant’s voluntary surrender of Declarant’s right to appoint directors by giving written notice to the Owners; or

1.12-3 The date Declarant has conveyed seventy-five percent (75%) of the Units to Purchasers (as hereinafter defined). To calculate the percentage of Units a Declarant has sold to Purchasers, the number of Units a Declarant has sold to Purchasers is divided by the total number of Units Declarant has created and may create if Declarant adds all Additional Real Estate to the Common Interest Community.

1.13 “**Declaration**” means this document and all amendments and supplements hereto.

1.14 “**Dwelling**” means any building, part of a building or other improvements or fixtures that are located within the boundaries of a Unit.

1.15 “**Eligible Mortgage Holder**” means a holder, insurer or guarantor of a First Mortgage (as hereinafter defined) against a Unit that has filed a written notice with the Association (which notice must state the name and address of the holder, insurer or guarantor and the Unit identifier subject to the first mortgage held, insured or guaranteed).

1.16 “**First Mortgage**” means a mortgage on a Unit that has priority over any other mortgages on that Unit.

1.17 “**Fractional Allocation**” means the fraction assigned to each Unit in Section 7 of this Declaration which determines the share of the Common Expenses the Board may assess against the Unit and for which the Unit’s Owners are personally liable.

1.18 “**FHA**” means the Federal Housing Administration.

1.19 “**FNMA**” means the Federal National Mortgage Association.

1.20 “**Insurance Trustee**” means a bank or trust company authorized to accept and execute trusts in the State of Minnesota which the Board has designated to act as trustee for the Board pursuant to the CIC Act for purposes of collecting and disbursing insurance proceeds.

1.21 “**Limited Common Elements**” means the portions of the Common Elements, if any, that this Declaration allocates for the exclusive use of one or more but fewer than all Units, including roofing, siding, driveways, Party Walls and structural components of each building containing the Dwellings.

1.22 “**Member**” means the Person or Persons with membership rights in the Association. If a Person is the sole owner of a Unit, the Person is a Member of the Association. If more than one Person owns a Unit, all Persons who own the Unit are considered to be, collectively, a single Member of the Association.

1.23 “**Non-Profit Act**” means the Minnesota Non-Profit Corporation Act, Minn. Stat. Ch. 317A, as the same may be amended from time to time, and any successor statutes.

1.24 “**Occupant**” means a Person, other than an Owner, who leases, resides in or otherwise possesses or occupies all or any portion of a Unit.

1.25 “**Owner**” means any Person, including a Declarant and a contract for deed vendee, who has an ownership interest in a Unit, but does not include a Secured Party.

1.26 “**Party Wall**” means the shared wall between two Dwellings.

1.27 “**Person**” means an individual, corporation, limited liability company, partnership, trustee under a trust, personal representative, guardian, conservator,

government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to real estate.

1.28 **“Plat”** means the portion of the common interest community plat of Meadows North 3rd Addition, Chisago County, Minnesota and Meadows North 4th Addition, Chisago County, Minnesota, as applicable, which depicts, describes and creates the lots that are subject to this Declaration, or that become subject to this Declaration as a result of a supplemental declaration adding Additional Real Estate pursuant to the provisions of Section 9 of this Declaration and the CIC Act.

1.29 **“Project Documents”** means this Declaration, the Article, the Bylaws and the rules and regulations of the Association, if any, as the same may be amended from time to time.

1.30 **“Purchaser”** means a Person, other than a Declarant, who, by means of a voluntary transfer, acquires a legal or equitable interest in a Unit other than a leasehold interest of less than twenty (20) years, including renewal options, or a security interest.

1.31 **“Retaining Walls”** means all retaining walls that are located on the Common Elements and/or serve more than one (1) Unit and that are constructed by Declarant within the Common Interest Community.

1.32 **“Secured Party”** means a Person owning a perfected interest in a portion of the Common Interest Community created by contract or conveyance, which secures payment or performance of an obligation. The term includes a mortgagee’s interest in a mortgage, a vendor’s interest in a contract for deed, a lessor’s interest in a lease intended as security, a holder’s interest in a sheriff’s certificate of sale during the period of redemption, an assignee’s interest in the assignment of leases or rents intended as security, a lender’s interest in a member’s ownership interest in the association, a pledgee’s interest in the pledge of an ownership interest, or any other interest intended as security for an obligation under a written agreement.

1.33 **“Special Declarant Rights”** means the rights reserved to Declarant in Section 8 of this Declaration.

1.34 **“Subject Property”** means the real property legally described on Exhibit A, which is the property this Declaration subjects to the provisions of the CIC Act; any Additional Real Estate a Declarant adds to the Common Interest Community pursuant to Section 9 of this Declaration and the CIC Act; and any improvements or fixtures located thereon.

1.35 **“Unit”** means each separate, platted lot that is a part of the Subject Property that is intended for or contains a Dwelling and all improvements and fixtures, excluding Limited Common Elements, located on said lot including, but not limited to, the Dwelling. Easement rights appurtenant to a Unit are a part of the Unit.

1.36 **“Unit Utility System”** means any, but not limited to, chute, flue, duct, wire, pipe, condenser, sump pump or any similar improvement or fixture or any item of personal property that is a part or a portion of any water, sewer, HVAC, plumbing, electrical,

telephone, gas, fire suppression, drainage, cable television or similar system that serves only a single Unit.

2. DESCRIPTION OF THE COMMON INTEREST COMMUNITY. The name of the Common Interest Community is Meadows North Townhomes. The Common Interest Community is a Planned Community. The Chisago County Recorder/Registrar of Titles has assigned Common Interest Community No. 61 to the Common Interest Community. The Common Interest Community is located on the Subject Property in the City of North Branch (the "City"), Chisago County, Minnesota. Initially there are forty two (42) Units in the Common Interest Community. The Units are restricted to residential use. Declarant has reserved the right to add additional Units and Common Elements to the Common Interest Community as set forth in Section 9 of this Declaration. The Common Interest Community does include shoreland as defined in Minnesota Statutes Section 103F.205. The Common Interest Community may be subject to county, township or municipal ordinances or rules affecting development and use of the shoreland area

3. DESCRIPTION OF THE ASSOCIATION. Declarant has incorporated the Association as a Minnesota non-profit corporation under the Non-Profit Act to administer the Common Interest Community. The duties and powers of the Association and the Board are as set forth in the CIC Act, the Non-Profit Act, the Articles, the Bylaws and this Declaration. The Association may enter into a management agreement to engage a management company to manage the affairs of the Association. The Association has Members. The number of Members will never exceed the number of Units in the Common Interest Community. Acceptance of an ownership interest in a Unit constitutes the Owner's consent to admission as a Member of the Association. If a Person ceases to be an Owner of a Unit, the Person's membership rights automatically transfer to the Person or Persons who succeed to the Person's ownership interest in the Unit. Only Owners may be Members.

4. DESCRIPTION OF THE UNITS. The Units are defined in Section 1.35 of this Declaration. The front, rear and side boundaries of each Unit are the lot lines depicted on the Plat. The Units have no upper or lower boundaries except as established pursuant to common law. A Dwelling located on a Unit is a part of the Unit. Each Unit's unit description is the lot number and block number assigned to the lot on which the Unit is located in the Plat and the subdivision name of the Plat.

5. DESCRIPTION OF THE COMMON ELEMENTS. The Common Elements are defined in Section 1.8 of this Declaration.

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS. The Limited Common Elements are defined in Section 1.21 above, in addition each portion of the Common Elements that is occupied by a private driveway or private sidewalk that leads to a Unit's garage or doorstep, respectively, and is intended to serve only such Unit is a Limited Common Element allocated for the exclusive use of the Unit for which the driveway/sidewalk serves.

7. ALLOCATED INTERESTS. The formula used to allocate membership votes in the Association and liability for the Common Expenses to each Unit is equality. Each Unit (whether created by this Declaration or by a supplemental declaration adding Additional Real Estate to the Common Interest Community) is allocated one membership vote in the Association. Each Unit is also hereby assigned a Fractional Allocation that determines the liability for Common

Expenses allocated to that Unit. Fractional Allocations are equal for all Units. The Fractional Allocation assigned to each Unit is a fraction, the numerator of which is one and the denominator of which is the total number of Units in the Common Interest Community. Declarant has reserved the right to create additional Units on the Additional Real Estate as set forth in Section 9 of this Declaration. If Declarant executes and records one or more supplemental declarations adding Additional Real Estate to the Common Interest Community, each Unit's Fractional Allocation is recalculated upon the recording of each supplemental declaration. The new Fractional Allocation assigned to each Unit after the recording of a supplemental declaration is a fraction, the numerator of which is one and the denominator of which is the total number of Units in the Common Interest Community after the execution and recording of the supplemental declaration. The reallocation of the Fractional Allocation of the Units does not alter or affect the amount of any liens for unpaid installments of annual or special assessments levied before the reallocation or an Owner's obligation to pay future installments of special assessments levied before the recording of the supplemental declaration.

8. SPECIAL DECLARANT RIGHTS. Except for the Special Declarant Rights described in this Section 8, Declarant's rights and obligations with respect to any Units Declarant owns are the same as any other Unit Owner. Declarant reserves, for the benefit of any Declarant, the right to:

8.1 Complete Improvements. Complete improvements indicated on the Plat, planned by the Declarant consistent with the Disclosure Statement or authorized by the municipality in which the Common Interest Community is located, and to have and use easements for itself and its employees, agents and contractors through the Common Elements for such purposes;

8.2 Additional Real Estate. Add Additional Real Estate to the Common Interest Community pursuant to Section 9 of this Declaration;

8.3 Sales Office. Construct, maintain and use sales offices, management offices, signs advertising the Common Interest Community and models pursuant to Section 9 of this Declaration and to have and use easements for itself and its employees, agents and invitees through the Common Elements for such purposes;

8.4 Control Board. Appoint or remove and appoint replacements for the Association's directors and officers pursuant to Section 11 of this Declaration; and

8.5 Access. Enter periodically upon the Common Elements and the Units to inspect the maintenance and upkeep of the Common Elements, and those portions of the Common Elements, Units, and the Dwellings the Association is obligated to maintain, repair or replace under this Declaration or the CIC Act. Before entering onto the Common Elements or the Units, Declarant will schedule and coordinate its inspection through the Association's management company or the president of the Association's Board of Directors. During an inspection, the Declarant may review the condition of the Common Elements and those portions of the Units and the Dwellings the Association is obligated to maintain, repair or replace and, if appropriate, make recommendations to the Association relating to the repair and maintenance of such Common Elements, Units and Dwellings. Declarant may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the inspection.

8.6 Alternative Assessment. To have the benefit of the alternative rate of Assessment as provided in Section 14.4 below.

8.7 Consent to Amendments. To consent, or withhold consent, to any amendment to the Project Documents. If Declarant's consent is withheld the proposed amendment shall be ineffective.

8.8 Transfer Special Declarant Rights. To transfer some or all of the Special Declarant Rights, temporarily or permanently, by a separate instrument signed by the Declarant and the transferee, and recorded against the portions of the Subject Property owned by the Declarant or the transferee and affected by the transfer, subject to the terms of Section 515B.3-1041 of the CIC Act.

8.9 Architectural Control. To review, and approve or disapprove, the exterior design, materials, size, site location and other exterior features of the buildings and other structures, landscaping and other exterior improvements located upon the Subject Property, and any modifications or alterations thereto. After the expiration of this Special Declarant Right, such review and approval or disapproval, shall be performed by an architectural control committee appointed by the Board and may consist of members of the Board.

Except for Declarant's rights under Sections 8.4 (control of the Board) and 8.6 (alternative assessment rate) which are limited under the CIC Act and Section 11 below to be effective only during the Declarant Control Period, the other Special Declarant Rights set forth in this Section terminate upon the earlier of: (i) the Declarant's voluntary surrender of the Special Declarant Right by giving written notice to the Unit Owners pursuant to Section 515B.1-115 of the CIC Act; or (ii) the conveyance, whether voluntary or involuntary, by Declarant, of all of the Units and Additional Real Estate owned by Declarant, unless immediately after the conveyance the Special Declarant Right is transferred to the grantee. All Special Declarant Rights terminate ten (10) years after the date of the first conveyance of a Unit to a Person other than Declarant, unless extended by the vote or written agreement of Unit Owners entitled to cast at least sixty-seven percent (67%) of the votes in the Association allocated to Units not owned by Declarant.

9. ADDITIONAL REAL ESTATE.

9.1 Right to Add Real Estate. Declarant reserves the right to record one or more supplemental declarations subjecting all or any part of the Additional Real Estate to the terms of this Declaration and the CIC Act. The right to add Additional Real Estate will expire no later than the date which is ten (10) years after the date Declarant records this Declaration in the county land records. If, prior to the expiration of the 10-year period, Declarant determines that it will not add all or any portion of the Additional Real Estate to the Common Interest Community, Declarant may record a statement to that effect in the appropriate county land records, and upon the recording of the statement, Declarant's right to add to the Common Interest Community the Additional Real Estate described in the statement to the Common Interest Community terminates.

9.2 Multiple Annexations. Declarant may add portions of the Additional Real Estate at different times. Declarant makes no assurances regarding the configuration or boundaries of the portions of the Additional Real Estate Declarant may add to the Common Interest Community, the order in which Declarant will add portions of Additional Real

Estate to the Common Interest Community or that Declarant will add any of the Additional Real Estate to the Common Interest Community. Declarant is not obligated to add any Additional Real Estate to the Common Interest Community.

9.3 Additional Units. Declarant may create a maximum of one hundred sixteen (116) Units on the Additional Real Estate. All Units created on the Additional Real Estate are restricted to residential use.

9.4 Comparable Improvements. Any and all Dwellings on the Additional Real Estate, when and if added, must be compatible with the other Dwellings in the Common Interest Community in terms of the quality of construction. In recognition of ongoing developments in the field of housing construction and energy supply, and changes in consumer demand for housing, Declarant makes no assurance with regard to the architectural style, the principal materials which may be employed in the construction or the size of the Dwellings, if any, erected upon the Additional Real Estate when and if the Additional Real Estate is added to the Common Interest Community.

9.5 New Units Subject to Declaration. All restrictions contained in this Declaration which affect the use, occupancy or alienation of Units will apply to all Units created on any Additional Real Estate which Declarant adds to the Common Interest Community. A supplemental declaration that adds Additional Real Estate to the Common Interest Community may contain additional restrictions as may be necessary to reflect the different character of the Additional Real Estate which is the subject of the supplemental declaration. Any additional restrictions contained in a supplemental declaration affect only the Additional Real Estate described in the supplemental declaration.

9.6 Annexation After Declarant Control Period. If the Declarant Control Period has terminated, a Declarant must give notice of its intention to add Additional Real Estate to the Common Interest Community pursuant to the requirements of Section 515B.2-111 of the CIC Act, and, if applicable, must obtain any written approvals the FHA requires. If Declarant complies with the CIC Act and this Declaration, Declarant may add the Additional Real Estate without the approval or consent of the Association or any Owner. Any assurances set forth in this Declaration regarding Additional Real Estate do not apply to the Additional Real Estate if Declarant does not add the Additional Real Estate to the Common Interest Community. If a supplemental declaration adding Additional Real Estate to the Common Interest Community creates additional Units, the Fractional Allocation assigned to each Unit is reallocated pursuant Section 7 of this Declaration

10. MODEL UNITS AND SALES AND MANAGEMENT OFFICES. Declarant reserves the right to maintain sales offices, management offices and model dwellings within Units the Declarant owns, on Common Elements or on the Additional Real Estate. Declarant reserves the right to increase or decrease the number of structures Declarant uses as sales offices or models; to relocate the sales offices or models to Units the Declarant owns, Common Elements or other Additional Real Estate; or to use a building constructed on the Additional Real Estate as a management office. Declarant further reserves the right to maintain signs on the Common Elements and in or on models advertising the Common Interest Community, including the advertisement and promotion of the sales of Units. Notwithstanding anything to the contrary in this Declaration, so long as Declarant owns at least one Unit in the Common Interest Community

which the Declarant is holding for sale or the right to add Additional Real Estate to the Common Interest Community, the Association may take no action which adversely affects Declarant's ability to sell the Unit or Units without prior written consent of Declarant.

11. DECLARANT CONTROL OF THE ASSOCIATION. Declarant designated the Association's initial Board. The initial Board has three (3) members. The Declarant, or any person the Declarant designates, has the exclusive right to remove one or more of the directors designated or their approved successors, at will, and appoint successors during the Declarant Control Period. During the Declarant Control Period, the Declarant may also appoint and remove the Association's officers. Within sixty (60) days after the date a Declarant has conveyed fifty percent (50%) of the Units to Purchasers, the Board must call and hold an annual or special meeting of the Members. At that meeting the Members other than Members who are a Declarant or an Affiliate of a Declarant must elect one (1) director to replace one (1) of the existing directors. Within sixty (60) days after the expiration of Declarant Control Period, the Board must call and hold an annual or special meeting of the Members. At that meeting, the terms of all three (3) directors expire, as contemplated in the Bylaws, the Board may expand to up to five (5) members, and the Members, including Members who are a Declarant or an Affiliate of a Declarant, must elect one (1) and up to two (2) directors to serve a three-year term; one (1) and up to two (2) directors to serve a two-year term; and one (1) director to serve a one year term. Thereafter, all directors are elected for three (3) year terms. Directors take office upon election and hold office until they resign, they cease to have an ownership interest in a Unit and, therefore, no longer qualify to serve as a director, the Members remove them pursuant to the Bylaws or their terms expire and the Members elect successor directors. To calculate the percentage of Units a Declarant has sold to Purchasers, the number of Units a Declarant has sold to Purchasers is divided by the total number of Units Declarant has created and may create if Declarant adds all Additional Real Estate to the Common Interest Community.

12. RESTRICTIONS ON THE USE, OCCUPANCY OR ALIENATION OF UNITS AND COMMON ELEMENTS. The Units and the Common Elements are subject to the following restrictions:

12.1 Residential Use. The Units may be occupied and used only for residential purposes. Only Owners and Owner's families, tenants and guests may occupy and use Units. Units may be rented for residential purposes, subject to rules and regulations adopted by the Board and applicable law. Units may not be used in a manner that violates Federal law, State law or local ordinances.

12.2 Transfer of Unit. A conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of a Unit includes all rights, obligations and interests appurtenant to or allocated to the Unit, whether or not those rights, obligations or interests are expressly described.

12.3 Parking/Storage. No Owner, Occupant or other Person may park a vehicle on the Common Elements except for the portion of the Common Elements, if any, originally improved and subsequently maintained as a parking area or as a driveway serving the Owner's or Occupant's Unit, obstruct the Common Elements or store anything in or on the Common Elements without the Board's prior, written consent. No Owner, Occupant or other Person may keep or store any trailers or major recreational equipment,

including, but not limited to, camper trailers, pick-up campers, motorized self-propelled motor homes, boats, boat trailers, snowmobiles or snowmobile trailers on any portion of the Units, except within the garage portion of the Unit or the Common Elements. No Owner, Occupant or other Person may store anything in the garage portion of a Unit that prevents use of the garage portion of the Unit for storage of the Owner's, tenant's or Occupant's personal automobile.

12.4 Rules and Regulations. The occupation and use of Units and the Common Elements is subject to rules and regulations the Board establishes from time-to-time.

12.5 Insurance Rates/Violations. No Owner, Occupant or other Person may do or keep anything in any Unit or in the Common Elements that will increase the rate of insurance on the Common Interest Community without the Board's prior written consent. No Owner or Occupant may permit anything to be done or kept in his or her Unit or in or on the Common Elements that will result in the cancellation of insurance on the buildings or contents thereof.

12.6 Signs and Exterior Additions. No Owners, Occupant or other Person may cause or permit anything, including, but not limited to, signs, awnings, canopies, shutters, window boxes, decks, patios, balconies, porches or radio or television antenna to be affixed to or placed upon the exterior walls, roof or any other exterior part of a Dwelling, or on the Units or the Common Elements without the Board's prior written consent. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Units or Common Elements.

12.7 Animals. No Owner, Occupant or other Person may keep, raise or breed animals (including, but not limited to, dogs, cats, reptiles, rabbits, livestock, fowl or poultry of any kind) in any Dwelling or on a Unit or the Common Elements, except that Owners and Occupants may keep dogs, cats or other household pets in Dwellings, subject to rules and regulations adopted by the Board and applicable law. Owners and Occupants may not keep, breed or maintain dogs, cats or other household pets for any commercial purpose. Owners and Occupants must permanently remove any pet causing or creating a nuisance or unreasonable disturbance from the Common Interest Community upon three days written notice from the Board.

12.8 Offensive Activity. No one may carry out any noxious or offensive activity in any Dwelling or in or on a Unit or the Common Elements, nor may anyone do anything therein, either willfully or negligently, which may be a nuisance to the other Owners or Occupants. No Owner or Occupant may overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

12.9 Business Activities. Owners or Occupants residing in a Dwelling may maintain a home occupation in the Dwelling and handle matters relating to such home occupation by telephone or correspondence therefrom if such uses: (i) are incidental to the residential use; (ii) do not involve physical alteration of the Dwelling visible from the exterior; (iii) are in compliance with local and governmental laws, ordinances, codes, and regulations; and (iv) do not involve any regularly observable business activity such as signs, advertising displays, frequent deliveries, additional parked vehicles beyond the

limits established from time to time by the Board, or disturbing pedestrian or vehicular traffic to and from the Dwelling by customers, vendor or employees.

12.10 Signs. No "For Sale" or "For Rent" signs, advertising signs or other displays may be maintained on any part of the Units or the Common Elements except with the consent of the Board or pursuant to rules and regulations the Board adopts; provided however, that nothing contained herein limits Declarant's rights as provided in Section 8.3 of this Declaration.

12.11 Common Elements. Nothing shall be constructed on or removed from the Common Elements and the Common Elements may not be altered or disturbed without the prior written consent of the Board.

12.12 Exterior Changes. No Owner or Occupant or other Person may paint, resurface, remodel or otherwise change the exterior appearance of a Dwelling or change the irrigation system serving the Unit; except as set forth in Section 15.6, make any improvements or modifications affecting the exterior of a Dwelling; or landscape or construct or install any improvements or fixtures on portions of a Unit not occupied by the Dwelling without the prior written consent of the Board. The Board may grant or withhold consent in its sole discretion. The Board may adopt rules and regulations expressly permitting Owners or tenants to take specified actions that would, in the absence of the rule or regulation, violate this restriction.

12.13 Time Shares. The Units shall not be subject to Time Shares, as that term is defined in the CIC Act.

13. SUBDIVISION OR CONVERSION OF UNITS. Owners, including Declarant, may not subdivide Units or convert Units to Common Elements as contemplated in Section 515B.2-112 of the CIC Act.

14. BUDGETING, ASSESSMENTS AND THE ASSOCIATION'S LIEN FOR UNPAID ASSESSMENTS.

14.1 Budget. Before a Declarant conveys the first Unit to a Purchaser, the Board must prepare a proposed budget for the Association's first fiscal year, and, thereafter, the Board must prepare a proposed budget for the next fiscal year on or before the date thirty (30) days before the end of each fiscal year. The Association's fiscal year is a calendar year unless the Board, by resolution, adopts a different fiscal year. The budget the Board adopts before a Declarant conveys the first Unit to a Purchaser will be a pro forma budget that is based on a full year of association operation and will assume that Declarant has subjected all of the Additional Real Estate to the terms of the Declaration and has created on the Additional Real Estate all of the Units Declarant has reserved the right to create in Section 9 of this Declaration. Declarant may, from time to time, perform certain services on behalf of the Association without charge or pay certain costs of the Association. The pro forma budget that the Board adopts during the Declarant Control Period will assume that the Association will incur the cost of any services Declarant performs or pays for. To the extent budgets the Board adopts during the Declarant Control Period result in the Association's collection of annual assessments in an amount that exceeds the actual cash requirements of the Association, the Board may either retain such

amounts as an operating reserve for the Association or use such excess amounts, in whole or in part, to reduce future annual assessments. After the expiration of the Declarant Control Period, proposed budgets must set forth the Board's good faith estimate of the Common Expenses the Association will incur during the budget period. Pursuant to Section 515B.3-1141 of the CIC Act, the Association's annual budgets must provide, on a cumulative basis, for adequate reserve funds for the cost of replacing those parts of the Common Interest Community the Association is obligated to maintain or replace. If a Declarant adds Additional Real Estate to the Common Interest Community and the Board determines the inclusion of the Additional Real Estate may cause the Association to incur Common Expenses in excess of the amount set forth Association's budget or may add additional Units to the Common Interest Community, the Board may adopt, by resolution, an amended budget and amended assessment role reallocating the estimated Common Expenses for the balance of the year, as set forth in the revised annual budget, against the Units. If a Declarant adds Additional Real Estate to the Common Interest Community and the Board fails to adopt a resolution amending the Association's budget and levying annual assessments against the new Units created out of the Additional Real Estate the Declarant adds to the Common Interest Community, the new Units created out of the Additional Real Estate the Declarant adds to the Common Interest Community are automatically subject to an annual assessment in an amount equal to the amount of the annual assessment the Board has levied against the other Units in the Common Interest Community (prorated to reflect the number of whole months left in the calendar year), and the Association's budget is automatically increased to reflect any costs the Association will incur to perform its obligations with respect to the Additional Real Estate added to the Common Interest Community (and the Units located thereon) and to reflect the additional income resulting from the assessments levied against those Units. If, at any time, the Board determines that the assessments levied against the Units are inadequate to pay the actual Common Expenses of the Association, the Board may, by resolution, amend the annual budget and assess any increased amounts provided for in the amended annual budget against the Units.

14.2 Assessment Roll. Contemporaneously with the preparation of each budget, the Board must prepare an annual assessment roll. The annual assessment roll must allocate to each Unit, as its annual assessment for the budget period, an amount determined by multiplying the Association's estimated Common Expenses for the budget period, as set forth in the proposed budget, by that Unit's Fractional Allocation (except that, during the Declarant Control Period when the Board adopts pro forma budgets that assume full build-out of the Common Interest Community, the Board's estimate of Common Expenses for the budget period will be multiplied by the Fractional Allocation that would be assigned to the Unit upon full build-out); provided, however, the Board:

- (a) Limited Common Elements. May assess any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements equally against the Units to which those Limited Common Elements are assigned. If there are substantially similar Limited Common Elements assigned to all Units and the Association performs substantially similar maintenance, repairs or replacements on all of the similar Limited Common Elements, the Association may allocate the total cost equally among all Units;

(b) Benefitted Units. May assess any Common Expense or any portion of any Common Expense that benefits fewer than all of the Units exclusively against and equally among the benefitted Units;

(c) Insurance Risk. May assess the cost of insurance against Units in proportion to the type or amount of coverage provided to that Unit or the type of risk insured;

(d) Utilities. May assess Common Expenses for utilities against Units in proportion to usage;

(e) Attorneys' Fees/Costs. May assess against a Unit any Common Expenses, including attorneys' fees and court costs, incurred in connection with the collection of assessments due and payable with respect to that Unit or in connection with the enforcement of the provisions of the Project Documents against an Owner or Occupant of the Unit;

(f) Late Fees/Fines/Interest. May assess fees, charges, late charges, fines and interest as provided in Section 515B.3-116(a) of the CIC Act. If the Board adopts one or more resolutions from time to time imposing specific late charges to be imposed and rates of interest that will accrue for a delinquency in the payment of an assessment or an installment of an assessment such amounts shall be deemed to be levied and assessed against a Unit upon a delinquency in the payment of an assessment or an installment of an assessment and the Board need not adopt a specific resolution levying such late charges and interest upon each occurrence of a delinquency in the payment of an assessment or an installment of an assessment;

(g) Judgments. May assess Common Expenses to pay a judgment against the Association only against and equally among the Units that were a part of the Common Interest Community at the time the judgment was entered;

(h) Damage. May assess Common Elements incurred to repair damage to the Common Elements or another Unit which is caused by the act or omission of any Owner, Occupant or their guests or invitees; provided, however, the Association may not assess Common Expenses the Association incurs to repair such damage if the Association is entitled to recover those amounts under insurance policies the Association maintains.

The annual assessment roll must also state the amount of the monthly installment of the annual assessment for each Unit. Notwithstanding anything else in this Section 14, the Board may not increase the annual assessments levied against the Units by ten percent (10%) or more over the annual assessment for the prior year. This requirement does not limit the Board's authority to levy assessments pursuant to subsection (a) through (h) of this Section 14.2 or to levy special assessments pursuant to Section 14.5 of this Declaration.

14.3 Initial Assessment. Before the Declarant conveys the first Unit to a Purchaser the Board must, by resolution, adopt a budget for the period commencing on the

first day of the first month following the month in which the Declarant anticipates that it will close on the conveyance of the first Unit to a Purchaser through the end of the Association's fiscal year. The Board must levy the annual assessment for the year in which the Declarant closes on the conveyance of the first Unit to a Purchaser no later than sixty (60) days after Declarant conveys the first Unit to a Purchaser. Thereafter, the Board must, by resolution, adopt an annual budget and levy annual assessments for the upcoming fiscal year before the commencement of that fiscal year. The Board must base the annual budget and the annual assessments on the proposed budget and the annual assessment roll, subject to any modifications for assessments described in Section 14.2(a) through (h) of this Declaration and any other modifications specifically set forth in the resolution adopting the annual budget and levying the annual assessments. Notwithstanding any other provision in this Declaration or the Bylaws, each Unit shall be exempt from liability for assessments for Common Expenses until the point that a certificate of occupancy is issued by the City, or the date the final inspection is completed if certificates of occupancy are not issued by the City, for any Unit in the building in which the Unit is located.

14.4 Alternative Assessment. Declarant shall have the right to pay an alternative annual assessment which is limited to: (a) paying the full replacement reserves allocated to Declarant's Units; and (b) paying when due all accrued expenses of the Common Interest Community in excess of the aggregate annual assessments payable with respect to the Lots owned by persons other than Declarant; provided that the alternative assessment plan shall not affect Declarant's obligation to make up any operating deficit as contemplated in Section 515B.3-1151(a)(2)(iv) of the CIC Act, and the alternative assessment plan shall terminate upon the termination of the Declarant Control Period. Declarant shall give written notice to the Association of its intent to utilize the foregoing alternative assessment plan and the commencement date of such plan utilization. If Declarant utilizes the alternative assessment plan, Declarant shall cause to be prepared and delivered to the Association, at Declarant's expense, within ninety (90) days after termination of the Declarant Control Period, an audited balance sheet and profit and loss statement of the Association, certified to the Association by an accountant having the qualifications set forth in Section 515B.3-121(b) of the CIC Act. If the audited profit and loss statement shows an accumulated operating deficit, Declarant shall be obligated to make up the deficit within fifteen (15) days after delivery of the audit to the Association. If Declarant does not utilize the alternative assessment plan, Declarant is not obligated to make up the operating deficit of the Association.

14.5 Special Assessments. In addition to the annual assessments levied on or before January 1 of each year and amendments to the annual assessments, the Board may levy special assessments at such other and additional times as the Board, in its sole judgment, determines are appropriate to meet the financial needs of the Association and (i) for the purposes set forth in Section 14.2(a) through (h) of this Declaration; and (ii) for the purposes set forth in this Subparts (a) through (d) below. Special assessments must be levied in the same manner as annual assessments and are due and payable as the Board determines. In addition to and not in lieu of other assessments, the Association may levy special assessments against all Units in the Common Interest Community based upon the formula set forth in Section 14.2 for levying annual assessments against all the Units. Such special assessments may be levied only:

- (a) to cover expenditures of an emergency nature;
- (b) to replenish unfunded and underfunded replacement reserves;
- (c) to cover unbudgeted capital expenditures or operating expenses; or
- (d) to replace certain components of the Common Interest Community described in Section 515B.3-1141(a) of the CIC Act, if such alternative method of funding is approved under Section 515B.3-1141(a)(5) of the Act.

14.6 Failure to Prepare Budget. The failure of the Board to prepare a proposed budget or to adopt an annual budget or levy annual assessments as provided herein does not constitute a waiver or release in any manner of an Owner's obligation to pay the amounts assessed against the Owner's Unit and in the absence of any proposed or annual budget, the Owner must continue to pay the monthly assessment established for the previous period until a new annual budget is mailed or delivered to the Owner and a new assessment is levied.

14.7 Payments. Unless otherwise provided in the Board's resolution levying the assessment, annual assessments are payable to the Association or as the Board directs in equal monthly installments on the first day of each month of each year. The Board may, by resolution, adopt procedures governing the manner in which the Association applies payments of an amount less than the total amount due to the total amount due.

14.8 Working Capital Fund. At the time of the initial sale of any Unit by Declarant to any Owner, such Owner shall pay to the Association, for use by the Association, a sum equal to two (2) months of the annual assessment amount in effect on the date of such closing. The working capital contribution for any Unit shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Unit. The working capital fund may be used by the Association at any time after annual assessments are assessed against all of the then-existing Units, as long as an alternative assessment (as contemplated in Section 14.4 above, as allowed under Section 515B.3-1151(a)(2) of the CIC Act) is not being used by Declarant.

14.9 Failure to Pay. Owners may not withhold payment of annual or special assessments or reduce the amount of the Owner's payments as a set-off against claims which the Owner asserts against the Association. If an Owner fails to pay any installment of an annual or special assessment, in full, within fifteen (15) days of the date due, the payment is delinquent and interest accrues without any notice to the Owner and without any action by the Board. Interest accrues as of the date the payment was due at the lesser of (i) the maximum rate allowed by state law and (ii) the rate set by the Board from time to time by resolution. In addition, if assessment payments are not made when due, the Board has the right to charge a late fee. The Board must establish and may modify the amount of the late fee, from time to time, by resolution. If any installment of an assessment becomes more than sixty (60) days past due, the Association may, upon ten (10) days' written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full. In the foreclosure of the Association's lien for unpaid assessments, either by action or by advertisement, or a suit to recover a money judgment for unpaid assessments, the Association may recover all unpaid annual or special assessments, interest

and late charges as described above and all costs of collection, including actual attorneys' fees and costs.

14.10 Personal Liability. Each Owner is personally liable for all assessments levied against the Owner's Unit. If more than one individual or entity owns a Unit, all Owners of the Unit are jointly and severally liable for annual and special assessments.

14.11 Lien. The Association has a lien on a Unit for the amount of any assessment the Board levies against the Unit. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment of the assessment becomes due. The Association's lien has priority over all other liens except only:

14.11-1 liens and encumbrances recorded before the recordation of this Declaration, if any;

14.11-2 the lien of a recorded, First Mortgage on the Unit; and

14.11-3 liens for real estate taxes and other governmental assessments levied against the Unit.

If a First Mortgage on a Unit is foreclosed and no Owner redeems the Unit from foreclosure during the period of redemption provided for in Minnesota Statutes Chapters 580, 581 or 582, the holder of the Sheriff's Certificate of Sale from the foreclosure of the First Mortgage or any junior lienholder who acquires title to the Unit by redemption takes title to the Unit subject to unpaid assessments for Common Expenses to the extent provided for in Section 515B.3-116 of the CIC Act. In general, Section 515B.3-116 of the CIC Act states that the holder of the Sheriff's Certificate of Sale from the foreclosure of the First Mortgage takes title to the Unit subject to unpaid assessments for Common Expenses which become due, without acceleration, during the six (6) months immediately preceding the first day following the end of the Owner's period of redemption, except for Common Expenses levied pursuant to Sections 14.2(e), (f) and (h) of this Declaration.

14.12 Enforcement Deadline. The Association is subject to Section 515B.3-116(d) of the CIC Act, as the same may be amended from time to time, which, as of the date of this Declaration, provides that proceedings to enforce an assessment must be instituted within three (3) years after the last installment of the assessment becomes payable or are barred.

14.13 Foreclosure. The Board may foreclose the Association's lien for assessments in like manner as a mortgage of real property containing a power of sale pursuant to Minnesota Statutes Chapter 580, or by action pursuant to Minnesota Statutes Chapter 581. The Association has a power of sale to foreclose the lien pursuant to Minnesota Statutes Chapter 580. The period of redemption for Unit Owners is six (6) months from the date of sale.

14.14 First Mortgage Holder Responsibility. Notwithstanding anything else in the Project Documents, if a holder of a First Mortgage obtains title to a Unit pursuant to the remedies in the First Mortgage or through foreclosure, the holder of the First Mortgage will not be liable for more than six (6) months of the Unit's unpaid, regularly budgeted

assessments or charges accrued before the holder's acquisition of title to the Unit. To the extent the Association's lien includes costs of collecting unpaid, regularly budgeted assessments, the holder of the First Mortgage will be liable for any fees or costs related to the collection of the unpaid, regularly budgeted assessments.

15. MAINTENANCE OF UNITS AND COMMON ELEMENTS; UNIT IMPROVEMENTS AND ALTERATIONS; AND RELOCATION OF BOUNDARIES BETWEEN UNITS.

15.1 Association Responsibility. Except to the extent the City may be responsible for such work, the Association must maintain, repair and replace, in the manner and to the extent the Board deems necessary, the Common Elements, including the Limited Common Elements, if any, including without limitation (i) the private driveways up to but not including the garage floor slab, (ii) the private sidewalks located within or serving exclusively a Unit up to and including the door stoop/steps, (iii) public sidewalks, including but not limited to snow removal (but expressly excluding ice mitigation) therefrom to the extent located within the Property located on or adjacent to the Units, (iv) the Retaining Walls, and (v) the private stormwater system, if any. In addition, except to the extent each Owner is responsible for such work as set forth in Section 15.2 below, the Association must maintain, repair and replace the exterior of the Dwelling located on each Unit including, but not limited to roofs, gutters and down spouts, exterior structural walls, exterior siding, house numbers and other exterior building surfaces, painting of the exterior of the garage door for each Unit. The Association must also maintain and, as necessary, repair and replace, lawns, landscaping and irrigation systems, including but not limited to winterizing and spring start up of the irrigation system. Further, the Association shall maintain any landscaping on portions of a Unit not occupied by a Dwelling, to the extent approved by the Board. In addition to the extent not performed by the applicable governmental authority, the Association shall have the right, but not the obligation, to maintain planted medians, cul de sacs and other non-roadway areas within the public right-of-way within and adjacent to the Property. If the Association fails to properly care for such landscaping (whether located within the Common Elements or a Unit), then after providing at least thirty (30) days prior written notice to the Association and an opportunity to cure, the City may correct such failing and send a bill for the reasonable cost of such correction to the Association. The Association shall promptly pay such amount to the City. If such amount is not promptly paid to the City, the City may assess such costs to the Association or the Units on a pro rata basis. Declarant and Owners hereby waive any right to appeal such assessment. The Association may assess an Owner the cost of any maintenance, repairs or replacements of or to any portion of the Common Elements, Limited Common Elements, a Dwelling or an irrigation system that are necessary due to the acts or omissions of the Owner, any Occupant or guest of the Owner's Unit. Subject to the preceding sentence, the cost of maintaining, repairing and replacing Common Elements and to the extent provided herein, the Dwellings, private driveways, private sidewalks, public sidewalks, Retaining Walls, stormwater system and landscaping, is a Common Expense. The Association must promptly repair any damage to a Dwelling or a Unit resulting from work the Association or its agents perform. Each Owner must promptly report to the Association the need for any maintenance or repairs which are the Association's responsibility.

15.2 Owner Responsibility. Except for maintenance the Association is required to perform pursuant to Section 15.1 above, each Owner must maintain and keep the Owner's Unit and the Dwelling constructed on the Owner's Unit, including without limitation the Party Wall(s), in good order and repair, at the Owner's sole cost and expense. Without limiting the forgoing sentence, each Owner's responsibility includes but is not limited to (i) any Unit Utility System and screens wherever located; (ii) the garage floor slab of their Unit; (iii) cleaning of the dryer vent from inside and outside the Dwelling; (iv) decks/porches; and (v) windows/doors/garage doors (including glass, sashes, frames, hardware and screens), garage and pedestrian doors (including glass, frames and hardware). Each Owner shall maintain their Unit free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other Units. Each Owner shall be responsible for any and all damage to any Units or any of the Common Elements resulting from the Owner's failure to promptly perform necessary maintenance and repairs to the Owner's Dwelling.

15.3 Garbage Hauling Fees. Except where trash and rubbish removal is handled by the City, the Association may contract with a single garbage hauling company to provide trash and rubbish removal in the Common Interest Community and to prohibit other haulers from servicing the Common Interest Community, and (i) charge a fee to each Owner for garbage hauling services provided and (ii) allow the selected hauler to bill each Owner directly for any additional hauling services provided.

15.4 Association Access. The Association has a right of access over and across each Unit and over, across and through the Dwelling located on each Unit for purposes of performing maintenance, repair or replacement for which the Association is responsible. The Association and any public safety personnel also have a right to access each Unit and each Dwelling for purposes of abating or correcting any condition in the Unit or Dwelling that violates any governmental law, ordinance or regulation, that may cause material damage to or jeopardize the safety of the Common Interest Community or that may constitute a health or safety hazard for occupants of other Dwellings.

15.5 Interior Improvements. An Owner may make any improvements or alterations to the interior of the Dwelling constructed on the Owner's Unit that do not impair the structural integrity of or mechanical systems serving the Dwelling or any other Dwelling, affect the Common Elements or lessen the support of any portion of the Common Interest Community. An Owner making improvements or alterations to the Owner's Unit must make prior arrangements with the Association to ensure other Owners are not disturbed, the Common Elements are not damaged and the Common Elements and other Units are protected against mechanic's liens.

15.6 Exterior Improvements. Following the completion of the initial Dwelling constructed on each Unit, no Owner or Occupant or other Person may paint, resurface, remodel, make any improvements or modifications to the exterior of a Dwelling, or otherwise change the exterior appearance of a Dwelling.

15.7 Party Walls Arbitration. If any dispute arises concerning a Party Wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration

Association, upon the written demand of the Association or any Owner whose Dwelling shares the Party Wall. Notwithstanding the foregoing, the parties shall use only one arbitrator unless they unanimously agree to more arbitrators. Each party agrees that the decision of the arbitrator(s) shall be final and conclusive of the questions involved. The fees of the arbitrator(s) shall be shared equally by the parties, but each party shall pay its own attorneys' fees or other costs to prove its case.

15.8 Inspections. Following the expiration of the Declarant Control Period, the Association must regularly inspect, maintain and repair all areas the Association is required to maintain pursuant to this Section 15. The Association must employ the services of such experts and consultants as are necessary to assist the Association in performing its duties hereunder. The Association must perform the inspections this Section 15.8 requires at least annually. The inspector must provide written reports of their inspections to the Association and, if requested by the Declarant, to the Declarant promptly following completion thereof. If requested by Declarant, Declarant must be invited to attend any such inspections. The written report must identify any items of maintenance or repair that would either require the Association to take current action or will need further review and analysis. The written reports must specifically include a review of all irrigation and drainage systems in the Common Interest Community. If Declarant requests, the Board must report the contents of such written reports to Declarant (if the inspector has not already provided a copy of the written report directly to the Declarant) and to the Members at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and must include such written reports in the minutes of the Association meeting. The Board must promptly cause all matters identified as requiring attention to be maintained, repaired or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors and must keep a record of all such matters in the Board's minutes. Should such inspection require the inspection of any Unit, there is hereby created a non-exclusive easement in favor of the Association and the Association's officers, agents, employees and independent contractors to conduct such inspections and to provide such maintenance, repair and replacement, provided that entrance is made at reasonable hours and with at least three (3) days advance notice to the Owner of the affected Unit, except in case of emergency. The Association must repair, at the Association's sole cost and expense, any damage the Association causes to any structure, landscaping or other improvements while performing such maintenance repair or replacement work.

15.9 Declarant Access. Until the date twelve (12) years after the date the Declarant conveys the last Unit in the Common Interest Community to a Purchaser, Declarant, its contractors and subcontractors shall have the right, but not the obligation, to obtain reasonable access over and across the Common Interest Community to inspect, repair or replace any component of the Common Interest Community in Declarant's discretion. If such inspection, repair or replacement requires access to the Common Elements, access shall be conditioned upon reasonable notice to the Association. If such inspection, repair or replacement requires access to any Unit, Declarant, its contractors and subcontractors shall be provided access to such Unit provided that entrance is made at reasonable hours and with at least three (3) days advance notice to the Owner of the affected Unit, except in case of emergency. The Declarant must repair, at its sole cost and expense, any damage to any structure, landscaping or other improvements the Declarant or

its contractors or subcontractors cause while performing such inspections, repair or replacement work.

16. EASEMENTS.

16.1 Declarant Construction Easement. Declarant declares and reserves a non-exclusive easement for the benefit of Declarant, its employees, servants and agents, for ingress and egress over and upon the Common Elements (including the Limited Common Elements) for the purposes of laying foundation for and otherwise constructing Dwellings and other improvements on the Units and Common Elements or on the Additional Real Estate and for completing landscaping of the Units and the Common Elements. Declarant must repair any damage to the Units or the Common Elements resulting from Declarant's exercise of Declarant's easement rights. The easement declared and reserved in this Section 16.1 terminates no later than sixty (60) days after the Declarant completes construction of all Units in the Common Interest Community and all Units Declarant has the right to construct on the Additional Real Estate and all landscaping of the Common Elements now or hereafter constructed pursuant to this Declaration. Declarant may not use Common Elements, other than Common Elements improved or to be improved as driveways and driveways, for access to Additional Real Estate if other public access to the Additional Real Estate is reasonably available.

16.2 Reconstruction/Repair. Declarant declares and reserves a non-exclusive easement in favor of the Association over and across each Unit and over, across and through the Dwelling located on each Unit for the purposes described in Section 15.1 of this Declaration and for the purposes described in Section 18.1 of this Declaration in the event there is a casualty loss to which Section 18.1 applies. The easement in favor of the Association declared in this Section applies if the Association is performing its obligations under Section 18.1 due to damage to the Dwelling the Association is accessing, and also if the Association needs to access an un-damaged Dwelling to repair an adjacent Dwelling which was damaged.

16.3 Access. Each Unit and its respective Owner(s) are subject to and have appurtenant thereto a permanent non-exclusive easement in the Common Elements for ingress to and egress from the Units; utility services and support for the Units; for the purposes described in Section 15.2 of this Declaration; and maintenance and repair of the Units and the Common Elements and for similar purposes. The Units and the Common Elements are subject to an easement for any encroachments resulting from the construction, reconstruction, repair, shifting, settlement or other movement of Units, Dwellings (or any portion of any building, improvement, or fixture that is designed to be included within any Unit), or Common Elements. Declarant declares and reserves a nonexclusive easement in favor of the adjacent Unit Owners over and across the portions of the Unit for the purposes described in Section 15.2 of this Declaration and to the extent necessary to maintain, repair, and replace the air conditioning equipment if such equipment encroaches onto an adjacent Unit and such equipment is in the location originally installed by the Declarant.

16.4 City. Declarant declares and reserves a non-exclusive easement in favor of the City and the Unit Owners over and across the Common Elements, for the installation, inspection, maintenance, repair, replacement, reconstruction, general upkeep,

improvement and operation of all utilities and related equipment, including without limitation, electric, storm sewer, water, sanitary sewer, telephone, cable, internet, and gas benefiting the Units. The Association shall allow any provider of any utility service to use the easements declared in this Section to install, maintain, repair, replace and upgrade utility equipment and lines located such areas.

16.5 Transferability of Easements. The easements described in Section 16.1 and 16.2 of this Declaration are easements in gross. Declarant may assign its rights under the easements in favor of Declarant described in Section 16.1 to successor Declarants. The easements and rights described in Sections 16.3 and 16.4 of this Declaration are appurtenant easements and run with title to the Units and the Common Elements, respectively. The easements described in Sections 16.3 and 16.4 inure to the benefit of and are binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in a Unit or Common Elements, or any part or portion thereof.

17. INSURANCE.

17.1 Owner's Insurance Responsibility. Each Owner is responsible for insuring the Owner's personal property against casualty loss and insuring the Owner against personal liability to the extent that the liability insurance which the Board obtains for all Owners does not provide coverage. The Board is not required to obtain coverage for the following items within the Owner's Unit, and each Owner is responsible for insuring the same items against casualty loss: ceiling or wall finishing materials, floor coverings, cabinetry, finished millwork, electrical, heating, ventilating, air conditioning equipment, and plumbing fixtures, and built-in appliances. Each Owner must promptly report all improvements or betterments to his or her Unit in writing to the Board. The Board may, but is not obligated to, obtain insurance on improvements or betterments to a Unit. If the Board obtains insurance on improvements or betterments to a Unit, the Board may assess the Units for any additional insurance premiums attributable to such improvements or betterments. An Owner is responsible for any deficiency in insurance loss recovery resulting from his or her failure to notify the Board of improvements or betterments or if the Board decides not to insure against casualty to such items. The Board may, in the case of a claim for damage to a Unit, Units and/or any portion of the Common Elements: (i) pay the deductible as a Common Expense; (ii) assess the deductible against the Units affected in any reasonable manner; or (iii) require the Owners of the affected Units to pay the deductible amount directly.

17.2 Association Insurance Responsibility. The Board must obtain the following insurance for the Common Interest Community:

17.2-1 Property. A master or blanket policy of insurance on the Common Interest Community, including (i) the structural components of the Dwellings, but excluding ceiling or wall finishing materials, floor coverings, cabinetry, finished millwork, electrical, heating, ventilating, air conditioning equipment, and plumbing fixtures, built-in appliances, and any improvements or betterments to the Dwellings that the Board is not informed of by Owners or that the Board decides not to insure; (ii) the

Common Elements; and (iii) any personal property belonging to the Association, for broad form covered causes of loss, including all hazards normally covered by the standard extended coverage endorsement and the standard “all risk” endorsement. The policy must include the following endorsements: a special condominium endorsement (or its equivalent); an inflation guard endorsement, when it can be obtained; if there is a construction code provision that would require changes to undamaged portions of the buildings even when only part of a building is destroyed, a construction code endorsement; and if the Common Interest Community has central heating or cooling, a steam boiler and machinery coverage endorsement providing for the insurer’s minimum liability per accident to at least equal the lesser of \$2,000,000 or the insurable value of the buildings housing the boiler or machinery. The policy may also include the following endorsements: contingent liability from operation of building laws endorsement, increased costs of construction endorsement and an endorsement to provide for the payment of annual assessments for damaged Units during the period of reconstruction. The insurance shall be in an amount not less than the full insurable replacement cost of the structural components of the Dwellings, any improvements or betterments to a Unit that the Board elected to insure under Section 17.1 above, and the Common Elements at the time the insurance is purchased and at each renewal date, exclusive of items normally excluded from property insurance policies and subject to a “deductible” in an amount which the Board deems reasonable. The Board shall obtain this insurance from a carrier that has a general policyholder’s rating or a financial performance index reasonably acceptable to the Board.

17.2-2 Liability. Commercial general public liability insurance on an occurrence basis against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Interest Community insuring the Board; the Association; all persons acting as agents, including the management agent; and their respective employees and agents. Each Owner and each Secured Party must be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements or membership in the Association. The Declarant must be included as an additional insured in its capacity as an Owner. The Declarant’s employees must be included as additional insureds in their capacity as Board members. The public liability insurance must afford protection in aggregate limits as the Board deems desirable but in no event for less than \$1,000,000.00 with respect to liability for bodily injury or property damage arising out of a single accident. The insurance policy must contain a “severability of interest” endorsement and a contractual liability endorsement.

17.2-3 Flood. If any part of the Common Interest Community improvements are in a special flood hazard area, flood insurance in such amounts as the Board deems desirable but in no event may such amounts be less than FNMA requires.

17.2-4 Fidelity. The Association must obtain and maintain blanket fidelity insurance coverage for anyone who either handles or is responsible for funds the Association holds or administers, whether or not the individual receives compensation for his or her services. The blanket fidelity insurance policy must name the Association as the insured. If the Association hires a management agent and the management agent handles funds for the Association, the Association must require the management agent to obtain and maintain a fidelity insurance policy providing substantially the same coverage as the Association's policy. The Association's policy and the management agent's policy must each provide that in the event of claims based on the actions of the management agent or the management agent's employees, the coverage provided by the management agent's policy is primary. The Association's policy (and, if applicable, the management agent's policy) should provide coverage in an amount determined from time-to-time by the Board.

17.2-5 Other. Such other insurance (including insurance with respect to officers' and directors' liability, worker's compensation insurance as necessary to comply with applicable laws and employee's liability insurance) the Board deems appropriate.

17.3 Association Policy Requirements. The insurance policies obtained pursuant to Section 17.2 of this Declaration must:

17.3-1 Subrogation. Include a waiver of the insurer's right to subrogation under the policy against any Owner or members of the Owner's household and against the Association and members of the Board;

17.3-2 Owner's Acts. Provide that no act or omission of an Owner or Secured Party may void the policy or be a condition to recover under the policy unless the Owner is acting within the scope of authority on behalf of the Association;

17.3-3 Primary Coverage. Provide that if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property which the Association's policy covers, the Association's policy is primary insurance;

17.3-4 Mortgagees. Identify the Association as the loss payee and contain a standard mortgagee clause in favor of "all holders of First Mortgages on the Units, as their interest may appear". This Subsection applies only to the policies obtained pursuant to Subsections 17.2-1 and 17.2-3;

17.3-5 Owners' Choice Controls. Provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option is not exercisable if the Owners elect to sell the Common Interest Community or remove the Common Interest Community from the provisions of the CIC Act. This

Subsection 17.3-5 applies only to the policy described in Subsection 17.2-1;

17.3-6 Notice. Include an endorsement obligating the insurer to provide at least thirty (30) days written notice to the Association, each Owner, each mortgagee and any insurers or guarantors of a First Mortgage on a Unit prior to substantial modification or cancellation, including cancellation for nonpayment of premiums; and

17.3-7 Certificates. Obligate the insurer to issue certificates or memoranda of insurance, upon request, to any Owner or Secured Party.

The Association must obtain all policies of insurance provided for in this Section 17 from insurers of recognized responsibility authorized to do business in the State of Minnesota.

17.4 Adjustment of Loss. The Board must adjust any loss covered under the policy described in Subsection 17.2-1 with the insurer. Insurance proceeds payable as a result of any loss are payable to the Board or the Insurance Trustee. The Board and the Insurance Trustee may enter into an insurance trust agreement further implementing the provisions of the CIC Act and this Declaration with respect to the Insurance Trustee's collection and disbursement of the insurance proceeds. The Insurance Trustee or the Board must hold any insurance proceeds in trust for Owners and Secured Parties as their interest may appear. Subject to Section 18.1 of this Declaration, the Board or the Insurance Trustee must apply the insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss and the fees of the Insurance Trustee, if any, to the payment of the cost of restoring the Common Interest Community pursuant to Section 18 of this Declaration. Owners and Secured Parties are not entitled to receive any portion of the insurance proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Owners and the first mortgagees terminate the Common Interest Community pursuant to Section 20 of this Declaration.

18. RECONSTRUCTION AND REPAIR OF COMMON INTEREST COMMUNITY.

18.1 Prompt Repair. The Association must promptly repair or replace any portion of the Common Interest Community that is damaged or destroyed as the result of a loss which the Association's insurance covers unless:

- 18.1-1 The Common Interest Community is terminated pursuant to Section 20 of this Declaration; or
- 18.1-2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- 18.1-3 Eighty percent (80%) of the Owners, including every Owner and holder of the First Mortgage of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to repair or rebuild.

All construction and repairs must be substantially in accordance with the original construction plans and specifications.

18.2 Excess Costs. The cost of repairs or replacements of the Common Interest Community in excess of insurance proceeds and reserves is a Common Expense.

18.3 Partial Repair. If less than the entire Common Interest Community is repaired or replaced:

18.3-1 Insurance proceeds attributable to a damaged Common Element which is not a Limited Common Element must be used to restore the damaged Common Element to a condition compatible with the remainder of the Common Interest Community;

18.3-2 Except to the extent the Owners and the applicable Secured Parties of a separate building containing multiple Dwellings unanimously agree not to rebuild those Dwellings, insurance proceeds attributable to a damaged Limited Common Element must be used to restore the damaged Limited Common Element to a condition compatible with the remainder of the Common Interest Community;

18.3-3 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Owners of those Units and the Secured Parties of those Units, including the Units to which the Limited Common Elements were assigned, as their interests may appear; and

18.3-4 The remainder of the proceeds must be distributed to all Owners and Secured Parties as their interests may appear in proportion to their Fractional Allocation.

18.4 Vote Reallocation. If the Owners and holders of the First Mortgage vote not to rebuild a Dwelling, that Unit's Fractional Allocation is automatically reallocated upon the vote, as if the Dwelling has been condemned and the Association must promptly prepare, execute and record an amendment to this Declaration reflecting the reallocation. The Association membership attributable to the Unit and the corresponding voting right shall terminate.

18.5 Repair Certificate. An insurance trustee appointed pursuant to Section 17.4 of this Declaration may rely upon a Certificate of the Board stating whether the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, must deliver such Certificate as soon as is practical. Subject to Section 18.1 of this Declaration the Board must provide for the completion of all repairs, reconstruction or replacement as soon as is practical and according to the terms of this Declaration. Immediately after the casualty causing damage to the property for which the Board has the responsibility of repair, reconstruction and replacement, the Board must obtain reliable and detailed estimates of the cost to restore the damaged property to its' prior condition. Such cost may include professional fees and bond premiums as the Board may determine.

19. WAIVER OF CLAIMS. The Association may make no claim against any Owner or family member, tenant or guest of an Owner and no Owner or family member, tenant or guest of an Owner, may make a claim against the Association, the Board, the managing agent or another Owner or the family member, tenant or guest of another Owner, for any loss or damage to the Common Elements, the Units or any personal property resulting from the Association's negligence or such other persons negligence to the extent that the damaged party is compensated for such loss or damage from available insurance proceeds. Nothing herein shall be deemed a waiver of claims for the portion of the loss or damage subject to a "deductible" or otherwise not recoverable from available insurance proceeds, and nothing herein shall be deemed a waiver of claims for intentionally tortious acts.

20. TERMINATION. The Common Interest Community may be terminated, in whole or in part, only by the affirmative vote of eighty percent (80%) of the Owners, and the consent of at least eighty percent (80%) of the holders of First Mortgages on the Units (each mortgagee having one vote per Unit financed). All procedures, appraisals and disposition of proceeds following any termination of the Common Interest Community shall be governed by the applicable provisions of the CIC Act.

21. EMINENT DOMAIN. The provisions of the CIC Act shall apply to and govern any taking by eminent domain of any portion of the Common Interest Community.

22. RIGHTS OF FIRST MORTGAGEES AND INSURERS AND GUARANTORS OF FIRST MORTGAGES.

22.1 Notice. An Eligible Mortgage Holder is entitled to receive timely written notice from the Association of:

22.1-1 Amendment. Any proposed amendment to this Declaration, Articles of Incorporation or Bylaws that requires consent of a certain percentage of Eligible Mortgage Holders hereunder or under the Act;

22.1-2 Termination. Any proposed termination of the Common Interest Community;

22.1-3 Condemnation. Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or which affects the Unit subject to the Eligible Mortgage Holder's mortgage;

22.1-4 Delinquent Assessments. Any delinquency in the payment of annual or special assessments by an owner of the Unit subject to the Eligible Mortgage Holder's mortgage where the delinquency is continued for a period of sixty (60) days;

22.1-5 Lapse of Insurance. Any lapse, cancellation or material modification of the insurance provided for in Section 17.2 of this Declaration; and

22.1-6 Consent Required. Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

22.2 Examine Project Documents. Each Eligible Mortgage Holder, or an insurer or guarantor thereof, shall have the right to examine the Project Documents, and the books, records and financial statements of the Association during normal business hours and shall have the right to receive an audited annual financial statement of the Association within one hundred twenty (120) days following the end of any fiscal year of the Association.

22.3 Priority. No provision in the Project Documents is intended to give nor shall be deemed to give a Unit Owner or any other party priority over the rights of an Eligible Mortgage Holder in the case of a payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit Owner's Unit or the Common Elements.

23. AMENDMENT. Except as otherwise provided in this Declaration or the CIC Act, this Declaration, including the Plat may be amended only with the approval of the Owners of sixty-seven percent (67%) of the Units and, for amendments that result in a change in the boundaries of a Unit or a Limited Common Element (together with any applicable city/county approvals); any Unit's Fractional Allocation; any change in the Limited Common Elements assigned to a Unit; number of votes in the Association allocated to any Unit; or any change in the use or uses to which a Unit or Common Element is restricted, fifty-one percent (51%) of the Eligible Mortgage Holders (each holder having one vote for each Unit subject to a First Mortgage); provided, however, that an amendment which creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, changes the Fractional Allocation of a Unit, changes Common Elements to Limited Common Elements or changes the authorized use of a Unit from residential to non-residential, requires the approval of all Owners and the approval of fifty-one percent (51%) of the Eligible Mortgage Holders (each holder having one vote for each Unit subject to a First Mortgage). If the Association or other interested party delivers notice of a proposed amendment to an Eligible Mortgage Holder by certified or registered mail with a "return receipt" requested and the Eligible Mortgage Holder fails to submit a response to the proposal within sixty (60) days after the Eligible Mortgage Holder receives the notice, the Eligible Mortgage Holder is deemed to have approved the proposed amendment. The Owners and mortgagees need not execute an amendment of the Declaration (other than a change of the Plat) to evidence their approval. An affidavit of the Association's president or secretary attached to the amendment and stating that the amendment has received the approval of the required number of Owners and mortgagees is prima facie evidence of that fact.

24. COMPLIANCE WITH PROVISIONS. The Association and each Owner or Occupant must comply with the provisions of the Project Documents. If the Association or an Owner or Occupant does not comply with the provisions of the Project Documents, the Association or an Owner may commence an action against the Person who is not complying with the Project Documents to recover damages or to obtain injunctive relief. In any such action, the prevailing Person may recover its attorneys' fees and costs.

25. GENERAL PROVISIONS.

25.1 Notices. Notices provided for in this Declaration and in the CIC Act must be in writing and must be addressed to the Board or Association, at the address of the Association's registered office, or to an Owner, at the address of the Owner's Unit. Any Owner may designate a different address or addresses for notices to him by giving written

notice of his change of address to the Board. Notices addressed as above are effective upon hand delivery or upon mailing properly addressed with postage prepaid and deposited in the United States mail.

25.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class Common Interest Community.

25.3 Number, Gender and Section References. In construing the Project Documents, the singular shall be taken to include the plural, and masculine to denote the feminine wherever appropriate. Unless otherwise stated herein, references to Sections are references to Sections of this Declaration.

25.4 Covenants and Restrictions Running With the Land. All covenants and restrictions set forth in this Declaration are intended to run with title to the Subject Property and Additional Real Estate the Declarant subsequently subjects to the terms of this Declaration and, so long as the Common Interest Community is subject to the provisions of this Declaration, shall remain in full force and effect.

25.5 Conflicts. In the event of any conflict between this Declaration and one or more of the other Project Documents, the terms of this Declaration shall control.

25.6 Severability. If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

25.7 Failure to Enforce Not a Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

(see following page for signature/notary block)

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 2nd day of June, 2023.

LGI HOMES - MINNESOTA, LLC

By: Jay Roos
Jay Roos, Officer

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

The foregoing instrument was acknowledged before me on this 2nd day of June, 2023 by Jay Roos, an Officer of LGI Homes - Minnesota, LLC, a Minnesota limited liability company.



[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.
8300 NORMAN CENTER DRIVE, SUITE 1000
MINNEAPOLIS, MINNESOTA 55437
(952) 835-3800
(RNB)

**EXHIBIT A
TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 61
A PLANNED COMMUNITY
MEADOWS NORTH TOWNHOMES**

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lots 1-16, Block 1, and Lots 1-16, Block 2, Meadows North 3rd Addition; and
Lots 1-10, Block 1, Meadows North 4th Addition,
all in Chisago County, Minnesota.

**EXHIBIT B
TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 61
A PLANNED COMMUNITY
MEADOWS NORTH TOWNHOMES**

LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

Outlot A, Meadows North 3rd Addition, Chisago County, Minnesota.

SCHEDULE 3.1.15

TO

**THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
BETWEEN THE CITY OF NORTH BRANCH, A MINNESOTA MUNICIPAL
CORPORATION AND LGI HOMES - MINNESOTA, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY**

This is Schedule 3.1.15 to that certain Planned Unit Development and Subdivision Agreement by and between the City of North Branch, a Minnesota municipal corporation and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company. Capitalized terms used in this Schedule shall have the meanings given them in the Planned Unit Development and Subdivision Agreement. Attached is the City Utility Extension Funding Agreement, dated August 16, 2018 and the areas designated to be eligible for the park dedication fee credit.

CITY UTILITY EXTENSION FUNDING AGREEMENT

This City Utility Extension Funding Agreement (hereinafter referred to as the "Agreement") is made and entered into this 16th day of August, 2018, by and between Paxmar, LLC, a Minnesota limited liability company, (hereinafter referred to as "Paxmar"); the City of North Branch, a body politic of the State of Minnesota, (hereinafter referred to as the "City"); and the North Branch Water & Light Commission, a body politic of the City of (hereinafter referred to as the "Commission") (collectively, the City, Paxmar and the Commission may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Paxmar has applied to the City to develop approximately 80 acres of real property located adjacent to Flink Avenue and South of 400th Street within the City (the "Property"), into a mixed use residential development known as Meadows North as depicted on the sketch attached hereto as Exhibit A (the "Project"); and

WHEREAS, the City owns and operates the public sewer system in the City (the "City Sewer System") and the Commission, subject to its enabling ordinances, owns and operates the public water system in the City (the "Commission Water System"); and

WHEREAS, Paxmar and the City are parties to an Environmental Assessment Worksheet Payment and Reimbursement Agreement dated June 12, 2018 (the "EAW Agreement"); and

WHEREAS, the City and Paxmar are negotiating the terms and conditions of a Development Agreement and related documents regarding the Project (the "Development Agreement"); and

WHEREAS, the Parties have negotiated certain funding and construction requirements relating solely to the extension of City public sewer and water lines to the Property as depicted on the sketch attached hereto as Exhibit B (the "City Utilities Extension") which the Parties agree are necessary to allow construction of and to provide public sewer and water to the northwest corridor of the City, including the Project area; and

WHEREAS, the City will not proceed with the City Utilities Extension Project without Paxmar's agreements as provided herein and without Paxmar's payment of the Initial Payment and Balance payment as required hereby.

NOW, THEREFORE, it is mutually agreed by the Parties hereto as follows:

ARTICLE I- CONSTRUCTION OF CITY UTILITIES EXTENSION.

Provided that Paxmar complies with the payment and other provisions of this Agreement including but not limited to making the Initial Payment and the Balance identified herein, the City and the Commission shall do the following:

A. Planning. The City and Commission shall authorize their respective consulting engineers to prepare plans and specifications (the "City Utility Plans") for the City Utilities Extension for review, approval and acceptance by the City and the Commission. The City and the Commission anticipate that such authorization will be granted on or about July 24, 2018.

B. Construction. Unless such action will render the City or the Commission insolvent or present a substantial risk thereof, the City and the Commission shall construct or cause to be constructed the City Utilities Extension Project as a public project in accordance with the City Utilities Plans.

C. Financing. The City and Commission intend to use reserves to pay their portion of the City Utilities Extension Project. Should the City or Commission determine that financing is necessary, the City and the Commission will authorize and direct its legal counsel, bond counsel and financial consultants to prepare such notices, contracts, and approvals as shall be required by Minnesota law to construct the City Utilities Extension Project and to finance the City and Commission shares of the construction of the City Utilities Extension Project as provided herein.

ARTICLE II- PAXMAR COST PARTICIPATION AND COOPERATION.

A. Utility Extension Prepayment. In consideration of the covenants and undertakings of the City, as outlined in this Agreement and in the EAW Agreement, which is incorporated by reference herein and made a part of this Agreement, Paxmar shall pay the City \$1,950,000 (the "Utility Extension Prepayment") to assist the City with a portion of the costs of the City Utilities Extension Project in the following manner:

1. Initial Payment. On the date of this Agreement and as a condition to City's authorization of preparation of the plans and specifications for the City Utilities Extension Project, Paxmar shall pay the City the non-refundable sum of \$90,000.00 in cash or other immediately available funds (the "Initial Payment").

2. Balance. At the time of and as a condition to the City's execution of the Development Agreement, Paxmar will pay the City the sum of \$1,860,000.00 in cash or other immediately available funds (the "Balance").

B. City's Failure to Approve Project. If, the City fails to approve the plat, Development Agreement or other agreements deemed necessary by the City for Paxmar's construction of the Project on the Property, Paxmar shall not be required to make payment of the Balance and the City shall apply the Initial Payment as follows: (1) first to costs and expenses incurred with respect to the City Utilities Extension as of the date that the City fails to give Final Plat and Development approval for the Project and (2) any remaining portion of the Initial Payment shall be returned to Paxmar. Paxmar shall be entitled to utilize that portion of the Initial Payment applied by the City pursuant to the foregoing item (1) (the "Applied Amount") towards any and all Water and Sewer Charges as hereinafter defined Paxmar would otherwise incur for any development within the City until such time as the Applied Amount credit has been exhausted.

C. Agreement on City and Sewer and Water Charges. In consideration of the foregoing, and without limiting other charges imposed by the City, including but not limited to park and trail fees and subject to the charges for the Apartment Parcel identified below, the City agrees that for a period of five (5) years from and after the date of this Agreement, as so long as Paxmar does not default under any provision of this Agreement and such default is not cured within thirty (30) days of written notice from the City, to charge certain water and sewer development related charges (the "Water and Sewer Charges") with respect to the Property (other than the Apartment Parcel) as follows:

1. Sewer Trunk Fees (Residential): \$1,941.00 per unit;
2. Sewer Access Charges: \$1,930.50 per connection;
3. Water Trunk Fees (Residential): \$3,512.25 per unit; and
4. Water Access Charges (Residential): \$1,710.00 per connection.

Without limiting the foregoing, with respect to Paxmar's proposed development of approximately 4.25 acres of the Property (the "Apartment Parcel") into one or more apartment buildings proposed to contain 100 apartment units, the City agrees that the total sewer and water trunk fee will be \$15,331.50 per acre and the total water and sewer area connection fees will be \$291,240.00.

Further, without limiting the generality of the foregoing, Paxmar agrees that any commercial portion of any development of the Property will be subject to the rates adopted by the City for such development charges at the time of the development thereof.

D. Paxmar Credit for Prepayment. Paxmar shall be entitled to utilize the Utility Extension Prepayment as a credit towards any City required payments of any and all Water and Sewer Charges described in Paragraph C above until such time as the entire Utility Extension Prepayment amount of \$1,950,000 has been utilized. Once Paxmar has exhausted the entirety of the \$1,950,00 Utility Extension Prepayment credit, then it shall begin paying directly to the City all Water and Sewer Charges described in Paragraph C above. This credit shall not extend to any other costs and charges relating to the Project or other Paxmar developments in the City including but not limited to: park fees, trail fees, application fees, permit fees and City costs to be paid or reimbursed by the developer.

E. Cooperation. Paxmar agrees to cooperate with the City in all respects, with the planning and construction of the City Utilities Extension and the Project.

F. Sale of Property. The City agrees that Paxmar may sell some or all of the Property for development by one or more third parties (each an "Assignee"). The City further agrees that if, and to the extent the Assignee pays any of the fees contemplated by this Agreement that Paxmar has previously paid ("Duplicate Payments"), the City will reimburse Paxmar, no less frequently than quarterly, for such Duplicate Payments. Notwithstanding the foregoing, Paxmar understands that no sale or transfer to an Assignee shall relieve Paxmar of any liability under this Agreement.

C. Agreement on City and Sewer and Water Charges. In consideration of the foregoing, and without limiting other charges imposed by the City, including but not limited to park and trail fees and subject to the charges for the Apartment Parcel identified below, the City agrees that for a period of five (5) years from and after the date of this Agreement, as so long as Paxmar does not default under any provision of this Agreement and such default is not cured within thirty (30) days of written notice from the City, to charge certain water and sewer development related charges (the "Water and Sewer Charges") with respect to the Property (other than the Apartment Parcel) as follows:

1. Sewer Trunk Fees (Residential): \$1,941.00 per unit;
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3. Water Trunk Fees (Residential): \$3,512.25 per unit; and
4. Water Access Charges (Residential): \$1,710.00 per connection.

Without limiting the foregoing, with respect to Paxmar's proposed development of approximately 4.25 acres of the Property (the "Apartment Parcel") into one or more apartment buildings proposed to contain 100 apartment units, the City agrees that the total sewer and water trunk fee will be \$15,331.50 per acre and the total water and sewer area connection fees will be \$291,240.00.

Further, without limiting the generality of the foregoing, Paxmar agrees that any commercial portion of any development of the Property will be subject to the rates adopted by the City for such development charges at the time of the development thereof.

D. Paxmar Credit for Prepayment. Paxmar shall be entitled to utilize the Utility Extension Prepayment as a credit towards any City required payments of any and all Water and Sewer Charges described in Paragraph C above until such time as the entire Utility Extension Prepayment amount of \$1,950,000 has been utilized. Once Paxmar has exhausted the entirety of the \$1,950,00 Utility Extension Prepayment credit, then it shall begin paying directly to the City all Water and Sewer Charges described in Paragraph C above. This credit shall not extend to any other costs and charges relating to the Project or other Paxmar developments in the City including but not limited to: park fees, trail fees, application fees, permit fees and City costs to be paid or reimbursed by the developer.

E. Cooperation. Paxmar agrees to cooperate with the City in all respects, with the planning and construction of the City Utilities Extension and the Project.

F. Sale of Property. The City agrees that Paxmar may sell some or all of the Property for development by one or more third parties (each an "Assignee"). The City further agrees that if, and to the extent the Assignee pays any of the fees contemplated by this Agreement that Paxmar has previously paid ("Duplicate Payments"), the City will reimburse Paxmar, no less frequently than quarterly, for such Duplicate Payments. Notwithstanding the foregoing, Paxmar understands that no sale or transfer to an Assignee shall relieve Paxmar of any liability under this Agreement.

ARTICLE III-EVENTS OF DEFAULT.

The following provisions shall govern defaults and remedies for defaults under this Agreement:

A. Event of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

1. Failure to Pay. Failure by Paxmar to pay when due the payments required to be paid under any provision of this Agreement.

2. Failure to Credit Paxmar for the Utility Extension Prepayment. Failure by the City to credit Paxmar for any part of the Utility Extension Prepayment as described and limited in Article II, Paragraph D above.

3. Failure to Perform. Failure by Paxmar to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, after written notice to Paxmar as provided in this Agreement.

4. Insolvency. If Paxmar shall admit in writing its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.

5. Court Order. If Paxmar, on a petition in bankruptcy filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Paxmar, a receiver of Paxmar or of the whole or substantially all of its property, or approve a petition filed against Paxmar seeking reorganization or rearrangement of Paxmar under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

6. Mortgage Default. If Paxmar is in default under any mortgage for the Project and has not entered into a work-out agreement with the Mortgagee within sixty (60) days after such default.

B. Remedies on Default. Whenever any Event of Default occurs, the non-defaulting party may, in addition to any other remedies or rights given under this Agreement but only after the breaching party's failure to cure within thirty (30) days of written notice of default which notice shall be effective on the date mailed or hand delivered to the breaching party, take one or more of the following actions:

1. Enforce Agreement. Take whatever action at law or in equity appearing necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to

enforce performance or observance of any obligation, agreement or covenant of Paxmar or the City under this Agreement.

C. No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any Event of Default shall impair any such right or power and shall not be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or Paxmar to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article Three.

D. No Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IV-ADDITIONAL PROVISIONS.

The following additional provisions are hereby made a part of this Agreement:

A. Conflict of Interest: No Personal Liability. No member of the City Council, Planning Agency or other official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association which he or she is, directly or indirectly, interested. No such member, official or employee of the City shall be personally liable to Paxmar, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Paxmar or successor for any obligations under the terms of this Agreement.

B. No Taking. Paxmar agrees to each of the undertakings required hereunder including, without limitation, Paxmar's undertaking to pay the Initial Payment, Balance, and Sewer and Water Charges (after all credit for the Utility Extension Prepayment has been exhausted) and Paxmar further agrees that it waives any statutory or constitutional claim that any of such undertakings or payments constitutes a taking without just compensation by the City.

C. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

D. Statement as To Status. At such time as all of the provisions of this Agreement have been duly performed by Paxmar, the City, upon not less than ten (10) days prior written notice by Paxmar, agrees to execute, acknowledge and deliver, without charge to Paxmar or to any person designated by Paxmar, a statement in writing in recordable form certifying the extent to which

enforce performance or observance of any obligation, agreement or covenant of Paxmar or the City under this Agreement.

C. No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any Event of Default shall impair any such right or power and shall not be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or Paxmar to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article Three.

D. No Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

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this Agreement has been fully performed and the obligations hereunder fully satisfied. Such certification shall not, however, be deemed a satisfaction of Paxmar's continuing obligations under this Agreement or the Development Agreement, if any.

F. Enforcement Costs. In any dispute resolution proceeding between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, expenses and disbursements incurred.

F. Payments. Paxmar shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Paxmar exercise any one or more of the remedies provided to the City by Article Three hereunder.

G. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the City:

City of North Branch
ATTN: City Administrator
P.O. Box 910
North Branch, MN 55056

With a Copy to City Attorney:

Miller & Stevens, P.A.
Attn: Thomas F. Miller, Esq.
92 Lake Street South
Forest Lake, MN 55025

(b) As to the Commission:

North Branch Water & Light Commission
Attn: Superintendent
6388 Maple Street
North Branch, MN 55056

With a Copy to City Attorney:

Miller & Stevens, P.A.
Attn: Thomas F. Miller, Esq.
92 Lake Street South

Forest Lake, MN 550256

(c) As to Paxmar:

Paxmar, LLC
2850 Cutters Grove Avenue, Suite 207
Anoka, MN 55303

With Copy to its Attorney:
Leonard, O'Brien, Spencer, Gale & Sayre, Ltd.
Attn: Patrick J. Lindmark
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 5:

H. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

I. Amendment and Supplementation. This Agreement may only be amended by a written agreement signed by the Parties hereto and otherwise in accordance with the City's Code. The Parties acknowledge that this Agreement may be supplemented after its execution by additional, replacement or supplementary exhibits or schedules which, when dated and signed by the Parties hereto shall supplement or replace such exhibit or schedule and which shall be incorporated into this Agreement.

J. Separability. If any Article, section, sentence, clause or other part of this Agreement shall be adjudged void and of no effect, for any reason whatsoever, such decision shall not affect the validity of the other portions of this Agreement.

K. Rules of Interpretation.

(a) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

(b) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) Original Sections. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Headings. Any titles of the several parts, articles and section of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or

Forest Lake, MN 550256

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Paxmar, LLC
2850 Cutters Grove Avenue, Suite 207
Anoka, MN 55303

With Copy to its Attorney:
Leonard, Obrien, Spencer, Gale & Sayre, Ltd.
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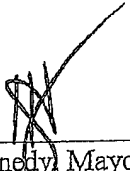
interpreting any of its provision.

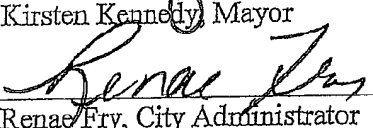
L. Entire Agreement. This Agreement including the Schedules and Exhibits hereto contain the entire agreement of the Parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the Parties hereto.

M. Termination. This Agreement shall terminate without further action by either party if the Development Agreement is not signed by the Parties or Paxmar fails to pay the Balance in full within two (2) years of the date first above written. The provisions of Article II (B) above shall survive such termination.

IN WITNESS WHEREOF the Parties have duly executed this Agreement by their duly authorized officers as of the date set forth below.

CITY OF NORTH BRANCH

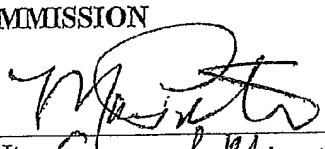
By: 
Kirsten Kennedy, Mayor

By: 
Renae Fry, City Administrator

PAXMAR, LLC

By: _____
Its: _____

**NORTH BRANCH WATER & LIGHT
COMMISSION**

By: 
Its: General Manager

By: _____
Its: _____

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CITY OF NORTH BRANCH

**NORTH BRANCH WATER & LIGHT
COMMISSION**

By: _____
Kirsten Kennedy, Mayor

By: _____
Its: _____

By: _____
Renae Fry, City Administrator

By: _____
Its: _____

PAXMAR, LLC

By: _____
Its: EOP

interpreting any of its provision.

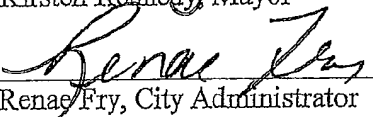
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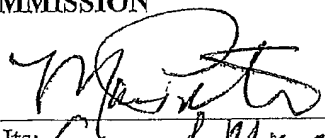
By: 
Kirsten Kennedy, Mayor

By: 
Renae Fry, City Administrator

PAXMAR, LLC

By: _____
Its: _____

**NORTH BRANCH WATER & LIGHT
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By: 
Its: General Manager

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Its: _____

EXHIBIT A
PROJECT SKETCH

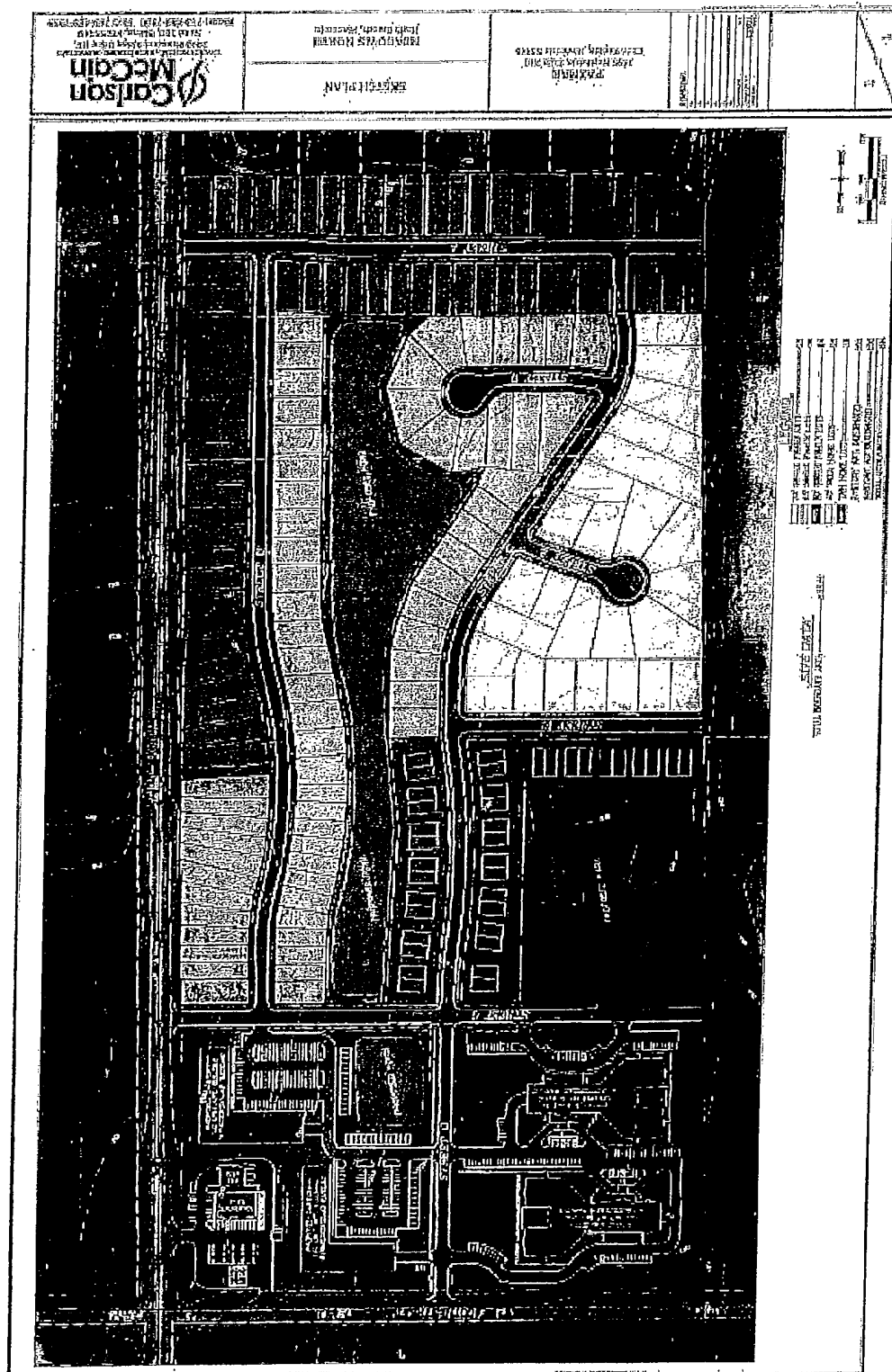
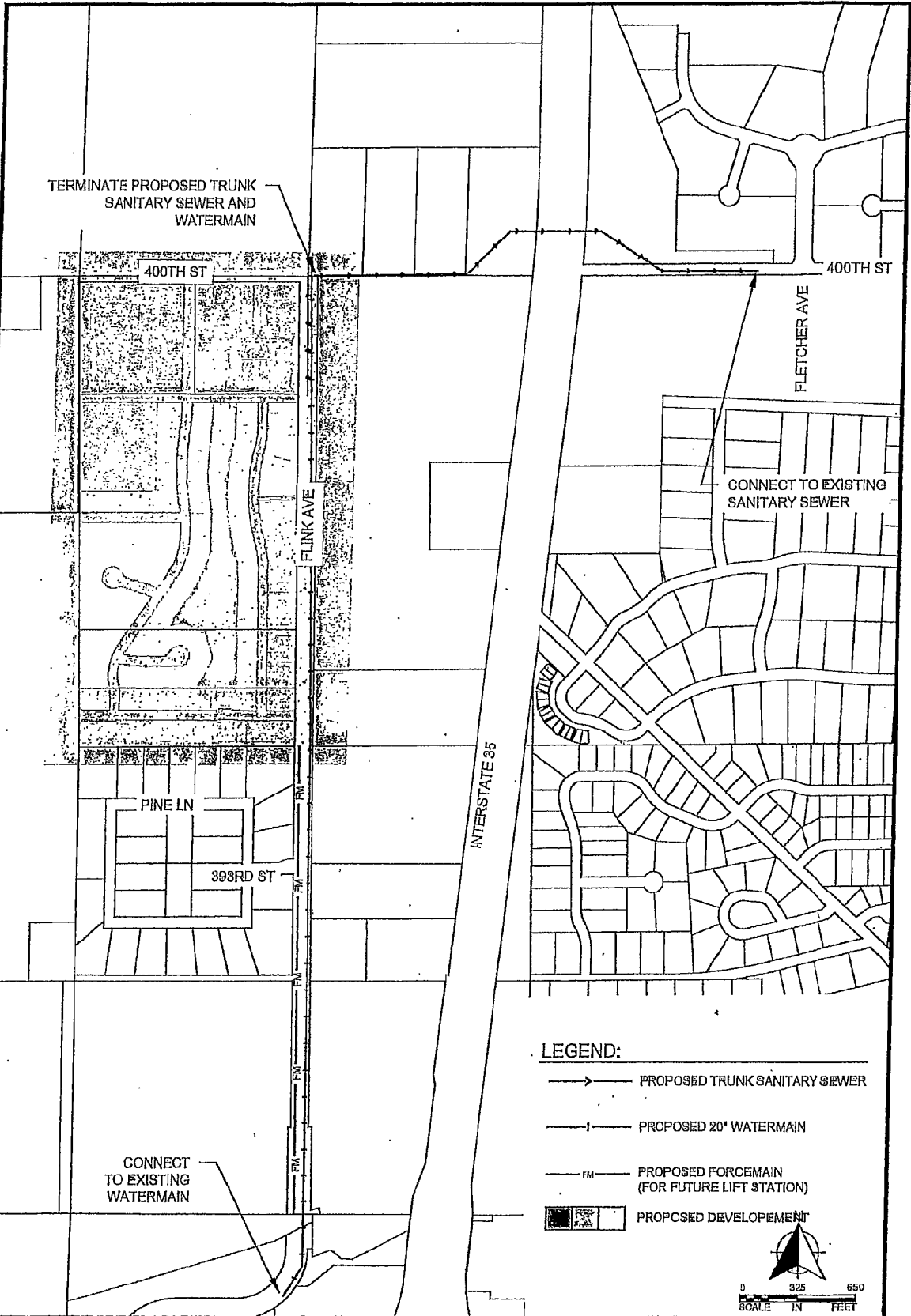


EXHIBIT B
UTILITIES EXTENSION PROJECT SKETCH

Galveston Development Consultants - Cities - Counties North Branch Development (on Midtown Trunk Utility) City of North Branch, TX - EAM.dwg 7/10/2010 2:33:54 PM



FLINK TRUNK DEVELOPMENT
UTILITY MAP
CITY OF NORTH BRANCH



EXHIBIT B
UTILITIES EXTENSION PROJECT SKETCH



July 19, 2018

Ms. Renae Fry
City Administrator
City of North Branch
6408 Elm Street
North Branch, MN 55056

RE: 2019 Flink Avenue Watermain and Sanitary Sewer Trunk Improvement Project
Work Plan - Final Design & Bidding Services

Dear Ms. Fry:

As requested, the following work plan outlines the scope of services and the associated engineering fee necessary to complete the 2019 Flink Avenue Watermain and Sanitary Sewer Trunk Improvement Project. See attached map.

PROJECT UNDERSTANDING

The above referenced project is proposed for construction in 2019, and consists of watermain and sanitary sewer trunk installation on Flink Avenue and 400th Street, both sides of I-35. The project is proposed to extend north on Flink Avenue from the Sunrise River to 400th Street, and along 400th Street east under I-35 to the intersection of 400th Street and Fletcher Avenue. The project will also include the installation of a forcemain in anticipation of a future lift station. Lift station design and engineering are not included in the project scope.

It is understood that work associated with installing the trunk utilities will be outside of the paved road section, with the exception of 400th Street, in either the existing right-of-way or City owned property. Any significant improvements to the utility alignment that are outside of those listed above, that might be identified during public process or working with the developer, have not been included in this scope of work. It is also understood that the project funding will not include special assessments (429 Process) or State Aid funding so the preparation of an assessment roll, improvement hearings, or MnDOT approvals, with the exception of the permitting process, are not included within this proposal.

SCOPE SERVICES

The following list of tasks is needed to refine the design and complete the contract documents necessary to construct the project as described:

Task 1: Project Management and Coordination

Task 1.1: Project administration, internal coordination of the project team, and coordination with City staff, North Branch Water and Light, and the developer.

Task 2: Preliminary Design

Task 2.1: Perform soil borings and site survey, and survey all soil boring locations.

Task 2.2: Prepare existing topography file and generate existing ground model.

Task 2.3: Perform Initial Gopher State One Call and Identify potential utility impacts.

Task 2.4: Complete a level 2 wetland investigation within the project limits. Prepare a wetland delineation report, if necessary, and submit report to Chisago County, the Local Governmental Unit (LGU), and USACE for review and approval. The report will include figures depicting the location of all delineated wetlands, as well as characterization and classification of wetland types.

Task 2.5: Prepare preliminary design and cost estimate for review with City staff, North Branch Water and Light, and potential developers.

Task 2.6: Coordinate preliminary utility coordination meeting with MnDOT staff.

Task 3: Final Design Phase

Task 3.1: Perform final design and prepare specifications for the Flink Avenue Watermain and Sanitary Trunk Improvement Project based on the preliminary approvals by City staff and North Branch Water and Light. Plans and specifications will be submitted to City staff and North Branch Water and Light for review upon completion.

Task 3.2: WSB will submit permit applications. It is assumed the following permits may be needed for the project:

- *Wetland Conservation Act approval*
- *Section 404 (US Corps of Engineers)*
- *MnDOT Right of Way permit*
- *NPDES Storm Water Permit (MPCA) If needed*
- *Minnesota Department of Health (MDH) plan review for water main installation*

Permit applications for these permits will be prepared and submitted to the permitting agencies, permitting fees will be paid by the city. This task includes time for follow up with the agencies to obtain the permits. It is anticipated that if wetland mitigation is needed, the City will purchase wetland credits. If on-site wetland mitigation is needed, an additional scope of work will be discussed with the City.

Task 3.3: Coordinate with Water and Light, necessary private utility companies, and conduct a utility coordination meeting.

Task 3.4: WSB will address any comments received by City staff, permitting agencies, or utility companies, and prepare a final set of plans and specifications.

Task 3.5: An independent WSB senior project manager will perform a quality control review of the final plans and specifications prior to bidding.

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Task 3.5: An independent WSB senior project manager will perform a quality control review of the final plans and specifications prior to bidding.

Task 3.6: Finalize bidding documents, including engineer's cost estimate. City Council to authorize bidding.

Task 4: Bidding Phase

Task 4.1: Prepare and upload bidding documents to QuestCDN.

Task 4.2: WSB will field bidder's questions and attend the bid opening.

Task 4.3: Prepare a bid tabulation and letter of recommendation for award of the project.

SCHEDULE

City Approves Consultant Contract (Final Design Services)	July, 2018
Survey and Soil Borings.....	August, 2018
Preliminary Design and Cost Estimate	September, 2018
Final Design	September, 2018 - November, 2018
Council Approve Plans and Specifications / Authorize Ad for Bid	November, 2018
Open Bids.....	Late February, 2019
Council Awards Construction Contract.....	March, 2019
City Approves Consultant Contract (Construction Services)	March, 2019
Begin Construction.....	May/June, 2019
Final Completion.....	September/October, 2019

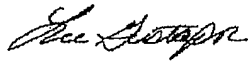
PROPOSED FEE

Based on the proposed task hour budget, WSB will complete the scope of work previously discussed on an hourly basis for a not-to-exceed amount of \$83,550. This represents our complete understanding and scope of the project. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We are available to begin work immediately based on your authorization.

We appreciate the opportunity to provide you with this proposal and we are again looking forward to working with you and your staff toward the completion of the project. Please feel free to contact me with any questions or concerns you have.

Sincerely,

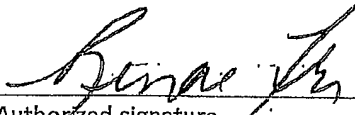
WSB & Associates, Inc.



Lee Gustafson, PE
Sr. Project Manager

Attachment

City of North Branch:



Authorized signature

City Administrator

Title

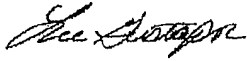
9/15/18

Date

2019 Flink Avenue Watermain and Sanitary Sewer Improvement Project
July 19, 2018
Page 4

Sincerely,

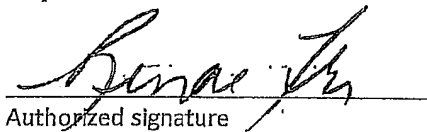
WSB & Associates, Inc.



Lee Gustafson, PE
Sr. Project Manager

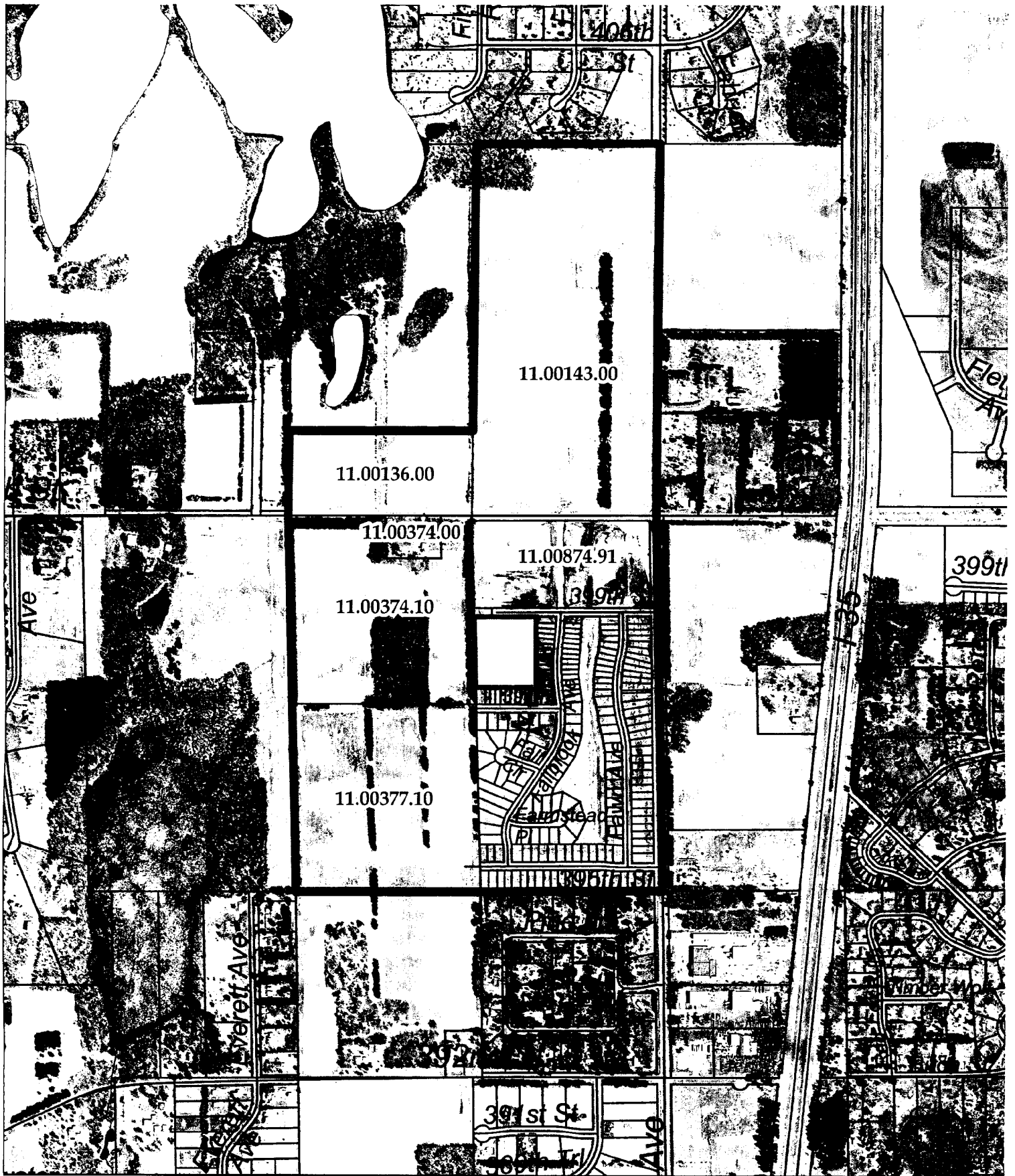
Attachment

City of North Branch:


Authorized signature

City Administrator
Title

9/15/18
Date



Meadows North Townhomes Park Credit Utilization Area



Disclaimer:
 The data on this map is provided "as is"
 and does not represent a survey. NO liability is
 assumed to accuracy of the data
 delineated herein.

MEADOWS NORTH TOWNHOMES 2ND ADDITION

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 17, TWP. 35, RGE. 21

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

Outlot A, MEADOWS NORTH TOWNHOMES, Chisago County, Minnesota

AND

Outlot B, MEADOWS NORTH 3RD ADDITION, Chisago County, Minnesota

Has caused the same to be surveyed and platted as MEADOWS NORTH TOWNHOMES 2ND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said LGI Homes – Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper partner this 9th day of October, 2024.

LGI Homes – Minnesota, LLC

Jay Roos as Officer

STATE OF Minnesota
COUNTY OF Anoka

This instrument was acknowledged before me on this 9th day of October, 2024 by Jay Roos as officer of LGI Homes – Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

Cynthia J. Morica (Signed)
Cynthia J. Morica (Printed)
Notary Public, Hennepin County, Minnesota
My commission expires January 31, 2025

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

Dated this 16th day of August, 2024.

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

STATE OF Minnesota
COUNTY OF Anoka

The foregoing Surveyor's Certificate by Thomas R. Balluff, Minnesota license No. 40361, was acknowledged before me this 16th day of August, 2024.

Cynthia J. Morica (Signed)
Cynthia J. Morica (Printed)
Notary Public, Hennepin County, Minnesota
My commission expires January 31, 2025

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

Approved by the City Council of the City of North Branch, Minnesota this 14th day of May, 2024, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

By: Kevin Schickel, Mayor
By: Ayala E. Trat, Clerk

COUNTY SURVEYOR

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 18th day of December, 2024.

By: Paul M. Gibson, Chisago County Surveyor

COUNTY AUDITOR

No delinquent taxes and transfer entered this 18th day of December, 2024.

By: Bridgitte S. Konrad, Chisago County Auditor

COUNTY TREASURER

I hereby certify that the taxes for the year 2024 on the property described herein are paid this 18th day of December, 2024.

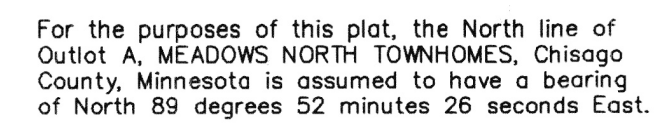
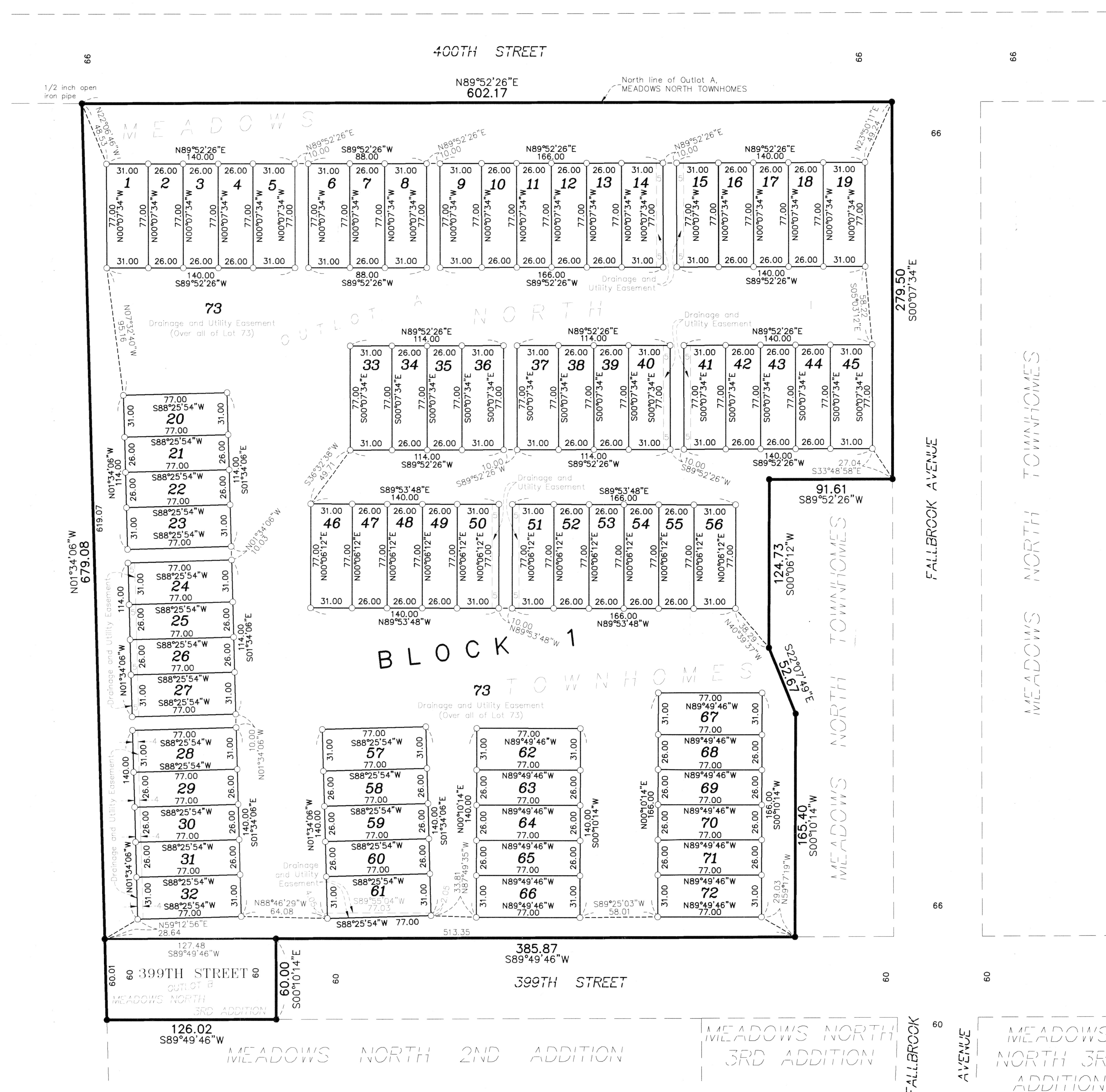
By: Bridgitte S. Konrad, Chisago County Treasurer

COUNTY RECORDER

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this 18th day of December, 2024, at 1:20 o'clock P.M., and was duly recorded in Chisago County Records. DOCUMENT 680835

By: Karen Long, Chisago County Recorder

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 17, TWP. 35, RGE. 21



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



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 02/20/2025

Board & Commission: Planning Commission

Subject: Approval of an amendment to the Fox Run Master Plan Planned Unit Development and Subdivision Agreement

Overview / Background

Graphic Homes, Inc. is requesting an amendment to the Developers Agreements for Fox Meadows Master Plan Development Agreement, specifically pertaining to the total number of dwelling units within the development.

Graphic Homes, Inc. (Developer) received previous City Council approvals for the Master Development Plan and Preliminary Plat for Fox Run, an 84-unit residential subdivision (Development), on May 23, 2023; those approvals also included a rezoning of the Subject Property from R1 – Single-Family Residential to Planned Unit Development (PUD). On July 11, 2023, the City Council approved the Final Plat for Phase 1 of the Development; Phase 1 included 34 home sites. With Preliminary Plat approval, the Developer is to pay to the City \$60,000 in lieu of the City's agreement to waive the Open Space and construction of additional public trails throughout the Development; the Developer is still construction public sidewalks according to the plans. The \$60,000 payment was the estimated cost if the Developer was required to construction those additional trails.

As the Development is a multi-phase development and a Planned Unit Development (PUD), the Master PUD Agreement was necessary to establish the terms and conditions for the entire development, as well as reiterate the PUD zoning requirements, as authorized by Ordinance No. 353-23. The subsequent Subdivision Agreements, reiterated the terms and conditions for the development and included specific requirements and well as financial obligations for each phase (i.e. securities, escrow and development fees due to the City).

Graphic Homes, Inc. is requesting the addition of 2 additional dwelling units (*Lot 1 and Lot 9 along Greenway Ave*) to be allowed within the development to bring the total number of units to 86. The language in the existing development agreement allows for a maximum number of 84 units allowed. The developer indicated that they would have initially included the 2 additional lots but were under the understanding that city code required a 40' wetland setback and this would not allow for meeting

the buildable requirements in city code. However, the City Code had been modified to allow for 20' wetland setback prior to the submittal of the development and the lots would have been proposed at that time versus being included as part of the outlot.

The addition of 2 lots bringing the total number of lots to 86 would continue to meet density requirements in the comprehensive plan for Single-Family Residential for the site.

North Branch City Code Sec 66-798 allows for review and amendments to PUD's by the Planning Agency and City Council as outlined below.

Sec 66-798 Review And Amendments

1. Minor changes in the location, placement, and heights of the buildings or structures may be authorized by the planning director if required by engineering or other circumstances not foreseen at the time the final plan was approved.
2. Approval of the planning agency and city council shall be required for other changes such as rearrangements of lots, blocks and building tracts. These changes shall be consistent with the purpose and intent of the approved final development plan.

Planning Commission Recommendation

The Planning Commission discussed this at February 4, 2025 meeting and recommended approval of the amendment to allow for a total of 86 units.

Requested City Council Action

To recommend approval of the amendment to the Fox Run Master Plan Planned Unit Development and Subdivision Agreement to allow for a total of 86 units.

Voting Requirements:

Voting Options Simple Majority

FIRST AMENDMENT TO
FOX RUN MASTER PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT ("Amendment") is made this this 25th day of February 2025 by and between the City of North Branch, a Minnesota municipal corporation ("City"), located at 6408 Elm Street, North Branch, Minnesota 55056, and Graphic Homes, Inc , a Minnesota Corporation, located at 38814 3rd Ave, North Branch, MN 55056 ("Developer").

WHEREAS, on May 23, 2023, Developer received Master Development and Planned Unit Development (PUD) approval for Fox Run, a 84-unit single-family dwelling residential subdivision, per Ordinance No. 353-23; and,

WHEREAS, the parties desire to amend the Agreement as follows:

1. AMENDMENT TO SECTION 4.01 OF THE AGREEMENT.

Section 4.01 of the Agreement is amended to the following language:

- a. Development Flexibility. The City and the Developer agree that a Proposed Change may be made to the Approved Plans as part of the Final Plat submission for each phase of the Development at the discretion of the Developer, subject to the following:
 - i. If the Proposed Change changes a portion of or area on the Preliminary Plat, the Developer must submit a proposed amended Preliminary Plat for such development phase or area and demonstrate how future phases will be configured to accommodate the change so that at all times the total number of lots in the Development does not exceed ~~84~~ 86 units.
 - ii. The Proposed Change must be consistent with this Master Agreement.
 - iii. If a Proposed Change would add or expand areas containing row homes or townhomes the Developer must demonstrate that there is no net increase in the number of units in the Development and demonstrate how future phases will be configured so that at all times the total number of lots planned for the Development does not exceed ~~84~~ 86 units.

2. EFFECT OF AGREEMENT. The Agreement shall remain in full force and effect, except as specifically amended herein. IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf, and the Developer has caused this Amendment to be duly executed in its name and behalf, on or as of the date first above written.

N WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf, and the Developer has caused this Amendment to be duly executed in its name and behalf, on or as of the date first above written.

[Remainder of this page intentionally left blank.]

DEVELOPER:
GRAPHIC HOMES, INC.

Steve Rindahl
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by
Steve Rindahl, President of Graphic Homes, Inc., a Minnesota Corporation, on behalf of the corporation.

Notary Public

CITY OF NORTH BRANCH

Kevin Schieber
Its: Mayor

Matthew Hill
Its: City Administrator

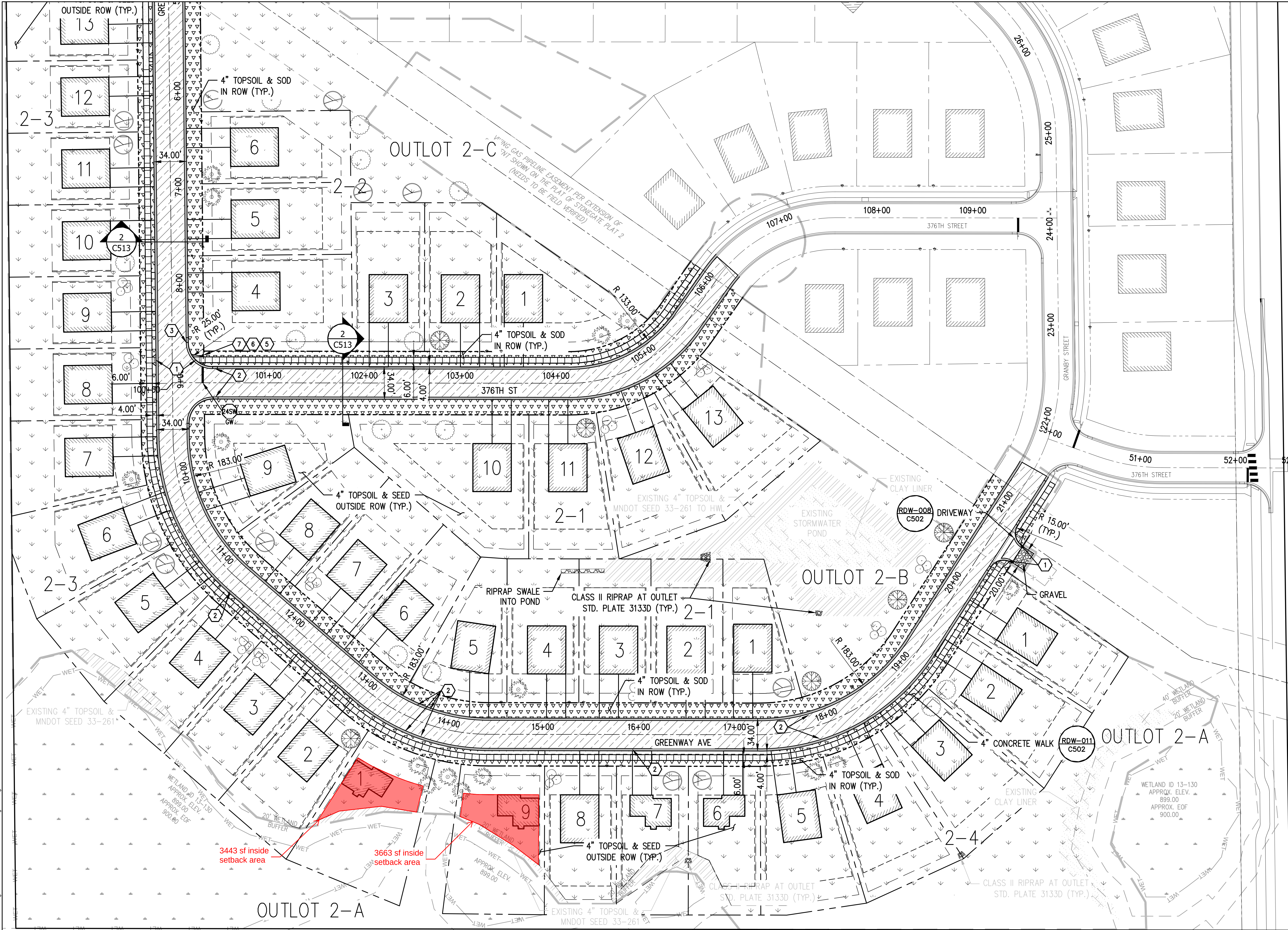
STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by Kevin Schieber and by Matthew Hill, the Mayor and City Administrator, respectively, of the City of North Branch, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of North Branch
6408 Elm Street

North Branch, MN 55056
(651) 674-8113



SHEET NOTES

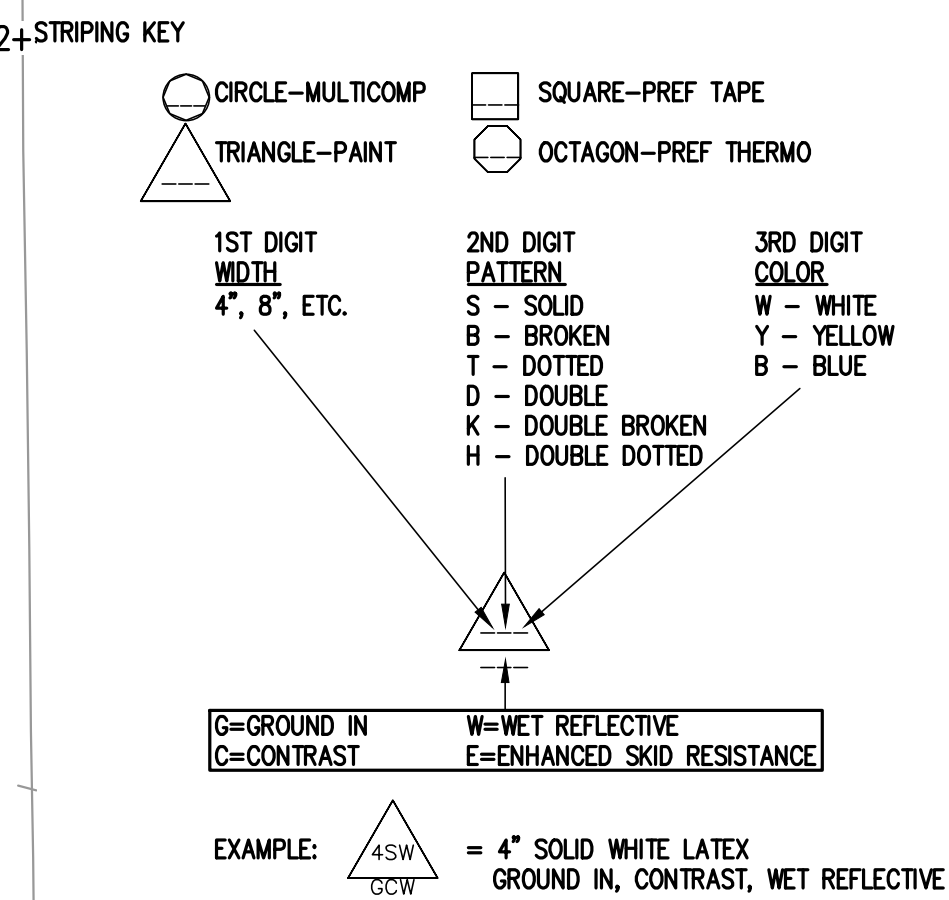
1. REFER TO SHEET C401 FOR SURFACING NOTES.

LEGEND

- CONSTRUCTION LIMITS
- LOT LINES
- SETBACK
- EASEMENT
- CURB & GUTTER
- BITUMINOUS PAVEMENT
- GRAVEL
- 4" CONCRETE WALK
- 4" TOPSOIL & SOD
- 4" TOPSOIL & SEED
- 4" TOPSOIL & MNDOT SEED 33-261
- CLAY LINER
- RIP RAP
- EXISTING WETLAND
- SIGN
- DETECTABLE WARNING
- TREE, NIC

STRIPING LEGEND

- CONSTRUCTION LIMITS
- CROSSWALK BLOCK
- PAVEMENT MESSAGE



SHEET KEY NOTES

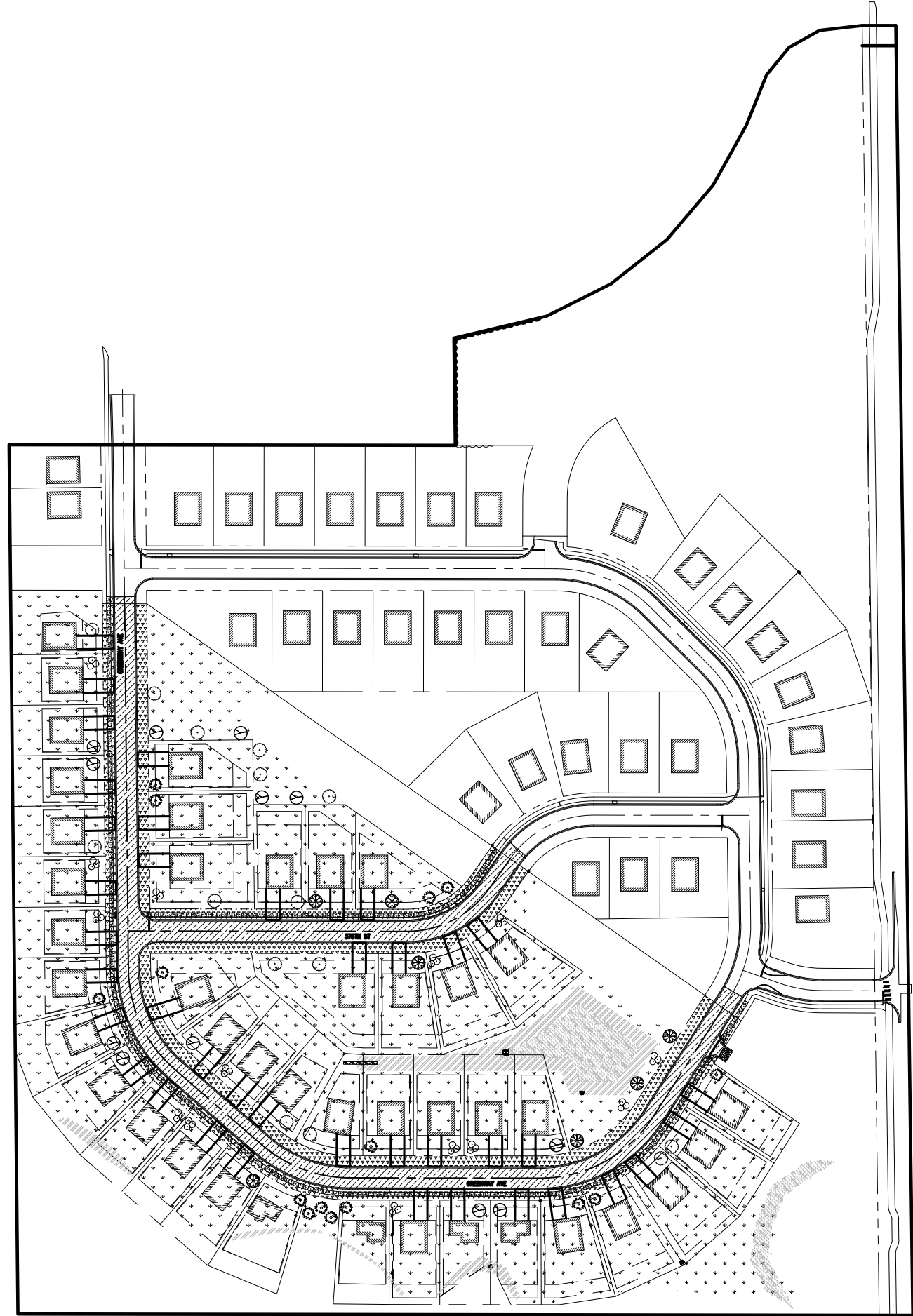
- PROVIDE ADA PEDESTRIAN CURB RAMP IN ACCORDANCE WITH MNDOT STD PLAN 5-297.250
- TRANSITION TO B618 CURB & GUTTER AT CATCH BASIN.
- TRANSITION TO B618 CURB & GUTTER THROUGH INTERSECTION RADIUS.
- LIGHT POLE BY CITY.
- PROVIDE SIGN R1-1 "STOP"
- PROVIDE SIGN "GREENWAY AVE"
- PROVIDE SIGN "376TH ST"

3 01/31/2025 FINAL PLAT RE-SUBMITTAL	CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056	 COPYRIGHT 2022 BY LHB, INC. TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 01/31/2025	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: AFB DRAWN BY: DPG	PROJECT #: 210538	0 25' 50' 100' 	SURFACING & LAYOUT PLAN FOX RUN 2ND ADDITION NORTH BRANCH, MN	SHEET C402
--	---	--	--	--------------------------------------	-----------------------------	--------------------	--	----------------------

FOX RUN DEVELOPMENT PHASE II

CONSTRUCTION PLAN FOR FOX RUN

GRADING, AGGREGATE BASE, BITUMINOUS PAVEMENT, SIDEWALK, CURB & GUTTER, STORM SEWER,
STORMWATER DETENTION BASINS AND UTILITIES



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
G001	TITLE SHEET
C001	NOTES & LEGEND
C002-003	CONSTRUCTION CHARTS
C005-006	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
C101	REMOVALS & EROSION CONTROL SHEET INDEX PLAN
C102-103	REMOVALS & EROSION CONTROL PLAN
C201	GRADING SHEET INDEX PLAN
C202-203	GRADING PLANS
C301-304	GREENWAY AVE PLAN & PROFILE
C305-306	376TH AVE PLAN & PROFILE
C311-312	STORM PLANS
C321-322	STORM PROFILES
C401	LAYOUT & SURFACING SHEET INDEX PLAN
C402-403	LAYOUT & SURFACING PLANS
C501-505	CITY STANDARD DETAILS
C511-512	CIVIL DETAILS

- THIS PLAN CONTAINS 33 SHEETS -

UTILITY NOTE

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION OF EXISTING SUBSURFACE UTILITY DATA".

CONTACT INFORMATION

OWNER
GRAPHIC HOMES
38814 3RD AVE
NORTH BRANCH MN 55056
STEVE RINDAHL

CIVIL ENGINEER
LHB INC
701 WASHINGTON AVE N SUITE 200
MINNEAPOLIS MN 55401
ADAM BESSE, PE
ADAM.BESSE@LHBCORP.COM
612-766-2849



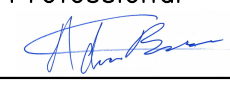
0 100' 200' 400'

\\10538500 Drawings\\C\\PHASE II\\210538 G001 TITLE.dwg

NO	DATE	ISSUED FOR
2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL

CLIENT:
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056


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701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029 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: 12/09/2024

CHECK BY:
AFB
DRAWN BY:
DPG

PROJECT #:
210538

TITLE SHEET
FOX RUN
PHASE II
NORTH BRANCH, MN

SHEET
G001

GENERAL NOTES

1.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND REQUIREMENTS OF THE DETAILED SPECIFICATIONS.
2.

OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
3.

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.
4.

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).
5.

ALL DEBRIS AND REFUSE RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULED OFF-SITE AND DISPOSED OF PROPERLY AT THE CONTRACTOR'S EXPENSE.
6.

UPON COMPLETION OF WORK, THE CONTRACTOR SHALL PROVIDE A SURVEY OF COMPLETED WORK FOR AS-BUILT SUBMITTAL TO THE CITY OF NORTH BRANCH.
7.

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.
8.

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.
9.

WETLAND BOUNDARIES ARE FLAGGED. PROTECT WETLAND BOUNDARIES WITHIN THE SITE. IF FLAGS ARE MISSING OR DAMAGED NOTIFY ENGINEER AT LEAST 1 WEEK PRIOR TO WORK SO LHB CAN RESTORE FLAGS.
10.

WORK OCCURRING IN THE GAS LINE EASEMENT IS REQUIRED TO HAVE A NORTHERN NATURAL GAS REPRESENTATIVE ON SITE TO OVERSEE ANY EXCAVATION OF ANY KIND.
11.

THE CONTRACTOR SHALL CONTACT NORTHERN NATURAL GAS, UTILIZING THE ONE CALL EXCAVATION NOTICE SYSTEM OF "GOPHER STATE ONE CALL", PRIOR TO BEGINNING THE WORK IN THE GAS LINE EASEMENT TO SCHEDULE NORTHERN NATURAL GAS ON-SITE REPRESENTATION.
12.

THE EXISTING GAS LINE IS TO BE POTHOLED OVER CROSSING LOCATIONS TO VERIFY GAS LINE DEPTH PRIOR TO BEGINNING THE WORK.

REMOVAL NOTES

1.

PROTECT ALL FENCES, SIGNS, STRUCTURES, DRIVES, SIDEWALKS, STREETS, BUSHES, TREES, ETC. WHICH ARE NOT DESIGNATED FOR REMOVAL, OR OUTSIDE THE LIMITS OF CONSTRUCTION.
2.

THE CONTRACTOR (GENERAL 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

1.

GRADES SHOWN ARE FINISH SURFACE ELEVATIONS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAKE APPROPRIATE DEDUCTIONS FOR VARYING SURFACING TYPES (E.G., PAVEMENT, TOPSOIL) TO DETERMINE SUBGRADE ELEVATIONS.
2.

SPOT ELEVATIONS ALONG CURB LINES REPRESENT THE FLOWLINE (GUTTERLINE) UNLESS OTHERWISE NOTED.
3.

CONTRACTOR SHALL STOP WORK IMMEDIATELY IN THE AFFECTED AREA AND NOTIFY THE OWNER IF CONTAMINANTS ARE FOUND IN THE EXISTING SOILS BASED ON VISUAL OR OLFACTORY (SMELL) OBSERVATION.
4.

SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
5.

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.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL OSHA REGULATIONS IN THE EXECUTION OF WORK UNDER THIS CONTRACT.

EROSION CONTROL NOTES

1.

CONTRACTOR SHALL OBTAIN ALL NECESSARY NPDES PERMITS AND SHALL MAINTAIN SAID PERMITS AS REQUIRED BY THE REGULATORY AGENCY.
2.

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.
3.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES, NOTIFICATION, MAINTENANCE, MONITORING, AND RECORD KEEPING REQUIRED BY THE NPDES GENERAL PERMIT.
4.

LOCATIONS OF STABILIZED CONSTRUCTION ENTRANCES INDICATED ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION AND SIZE OF ENTRANCES TO ACCOMMODATE CONSTRUCTION VEHICLES AND ACTIVITIES.
5.

THE CONTRACTOR SHALL NOT DISTURB EXISTING VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
6.

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.
7.

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.
8.

SCHEDULE TEMPORARY SEEDING OPERATIONS IMMEDIATELY AFTER SITE GRADING WORK IS COMPLETE.
9.

TEMPORARY STOCKPILE LOCATIONS SHALL BE COORDINATED WITH THE OWNER.
10.

PROVIDE SILT FENCE AROUND STOCKPILES DURING CONSTRUCTION TO PREVENT SEDIMENT IN RUNOFF FROM THE SITE.
11.

THE CONTRACTOR MUST COMPLY WITH ALL NOISE AND DUST CONTROL ORDINANCES OF THE CITY OF NORTH BRANCH.
12.

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.
13.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONTAINMENT DIKES OR OTHER PROTECTIVE MEASURES AROUND ALL ON-SITE FUELING AND CHEMICAL STORAGE AREAS.

14.

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.
15.

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

1.

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.
2.

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.
3.

REPORT ANY DISCREPANCIES TO THE ENGINEER. RECONNECT ALL SERVICES NOT MARKED FOR REMOVAL OR AS DIRECTED BY THE OWNER.
4.

REPAIR OF DAMAGED UTILITIES SHALL BE REPORTED THROUGH THE OWNER.
5.

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.
6.

DIMENSIONS TO PROPOSED UTILITIES ARE FROM THE CENTER OF STRUCTURE OR PIPE.
7.

THE CONTRACTOR SHALL ADJUST TO FINISH GRADE ALL WATER AND GAS VALVE BOXES, MANHOLES, AND OTHER APPURTENANCES THAT FALL WITHIN THE LIMITS OF THIS CONTRACT. THE CONTRACTOR SHALL KEEP ALL SAID WATER, GAS AND EXISTING SEWERS AND THEIR APPURTENANCES FREE OF DEBRIS AND OPERABLE AT ALL TIMES DURING CONSTRUCTION. COORDINATE GAS WORK WITH THE GAS COMPANY.
8.

PROVIDE 10-FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND POTABLE WATER LINES.
9.

THE CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING ON THE PROJECT. REFER TO THE GEOTECHNICAL REPORT FOR GROUND WATER CONDITION AND RECOMMENDATIONS FOR DEWATERING.

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>)

SURVEY CONTROL NOTES

HORIZONTAL DATUM:
CHISAGO COUNTY COORDINATE SYSTEM NAD83

ADDITIONAL SURVEY CONTROL ON SITE IS AVAILABLE CONTACT LHB SURVEY AT 763-689-4042

ABBREVIATIONS & ACRONYMS

A.I.P.	ABANDON IN PLACE	P(CB/MH)	PROPOSED CATCH
A.G.	ABOVE GROUND		BASIN/MAHNOLE
B.G.	BELOW GROUND	PVC	POLYVINYL CHLORIDE
BOT	BOTTOM	PROP.	PROPOSED
CB	CATCH BASIN	RCP	REINFORCED CONCRETE PIPE
CE	PIPE CROWN ELEVATION	R.O.W.	RIGHT OF WAY
DIP	DUCTILE IRON PIPE	SCH.	SCHEDULE
EOF	EMERGENCY OVERFLOW	SIM.	SIMILAR
EXIST.	EXISTING	S.O.G.	SLAB ON GRADE
ELEV.	ELEVATION	SS	STAINLESS STEEL
E.W.	EACH WAY	SSMH	SANITARY SEWER MANHOLE
FES	FLARED END SECTION	STA	STATION
FM	FORCE MAIN	STD.	STANDARD
HDPE	HIGH DENSITY POLYETHYLENE	STD. PLATE	MNDOT STANDARD PLATE
HMA	HOT MIX ASPHALT	TBC	TOP BACK OF CURB
HWL	HIGH WATER LEVEL	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 TRANSPORTATION
MOD.	MODIFIED	UNO	UNLESS NOTED OTHERWISE
N.I.C.	NOT IN CONTRACT	WMM	WELDED WIRE MESH
O.C.	ON CENTER		
OCs	OUTLET CONTROL STRUCTURE		

EXISTING LEGEND

- SECTION LINE
- PROPERTY LINE
- ROADWAY CENTERLINE
- ROAD RIGHT-OF-WAY
- DRAINAGE EASEMENT
- 

DELINEATED WETLAND
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- STORM SEWER
- 

STORM CATCH BASIN OR MANHOLE
- FLARED END SECTION (FES)
- SANITARY SEWER
- 

SANITARY SEWER MANHOLE
- 

SANITARY CLEANOUT
- +

WATER MAIN
- 

GATE VALVE
- 

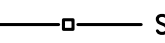
HYDRANT
- =====

CURB & GUTTER

PROPOSED LEGEND

- 

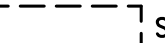
CONSTRUCTION LIMITS
- EXISTING MAJOR CONTOUR (5' INTERVAL)
- EXISTING MINOR CONTOUR (1' INTERVAL)
- 

ROCK CONSTRUCTION ENTRANCE
- 

SILT FENCE
- 

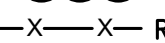
INLET PROTECTION
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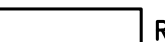
EROSION CONTROL BLANKET
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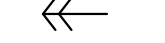
DITCH CHECK
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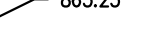
SAWCUT & REMOVE BITUMINOUS PAVEMENT
- 

REMOVE GRAVEL SHOULDER
- 

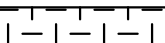
CLEAR & GRUB TREES
- 

REMOVE FENCE
- 

REMOVE BUILDING
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- 

SLOPE ARROW
- 

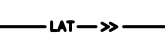
SPOT ELEVATION
- SWALE
- 

ADA CRITICAL AREA
22% MAX IN ANY DIRECTION
- 

MAINTENANCE ACCESS
- STORM SEWER
- DRAIN TILE
- 

CATCH BASIN
- 

STORM MANHOLE
- 

CLEANOUT
- SANITARY SEWER
- 

SANITARY SERVICE
- 

SANITARY MANHOLE
- WATERMAIN
- WATER SERVICE
- 

VALVE
- 

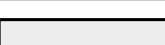
HYDRANT
- 

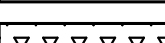
THRUST BLOCK
- LOT LINES
- SETBACK
- EASEMENT
- =====

CURB & GUTTER
- 

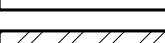
BITUMINOUS PAVEMENT
- 

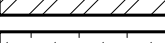
4" CONCRETE WALK
- 

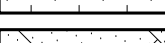
6" CONCRETE WALK
- 

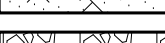
3" BITUMINOUS TRAIL
- 

4" TOPSOIL & SOD
- 

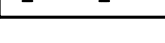
4" TOPSOIL & SEED
- 

4" TOPSOIL & MNDOT SEED 33-261
- 

FILTER MEDIA
- 

CLAY LINER
- 

RIP RAP
- 

EXISTING WETLAND
- 

SIGN
- 

DETECTABLE WARNING
- 

LIGHT POLE
- 

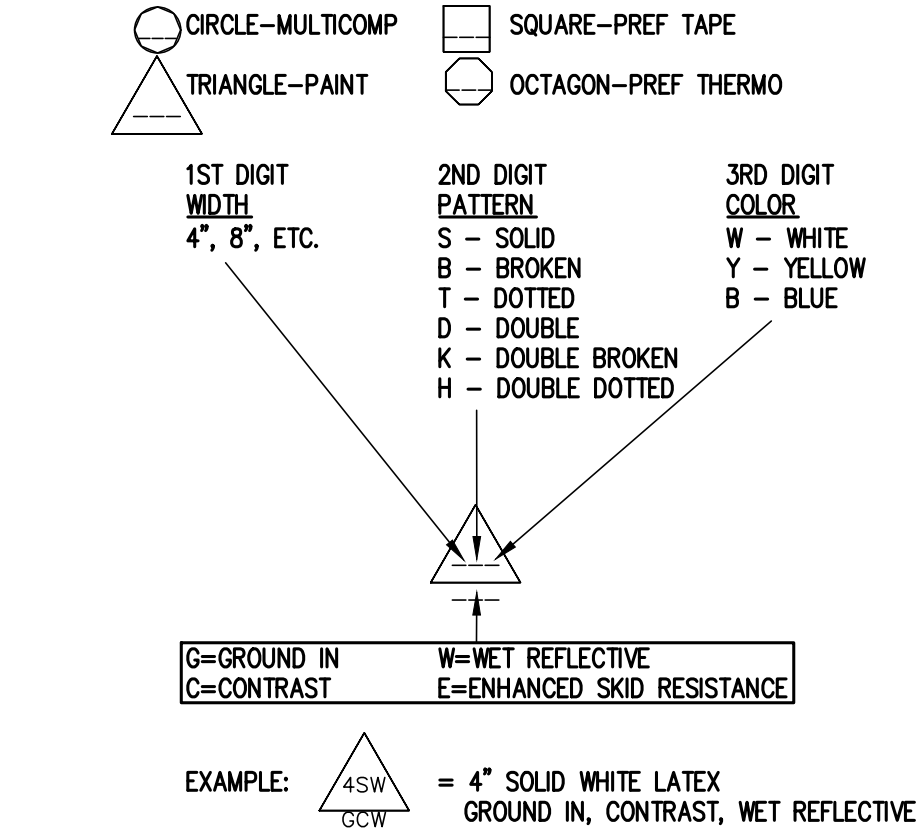
TREE, REFER TO LANDSCAPE PLAN
- EASEMENT

STRIPING LEGEND

- CONSTRUCTION LIMITS
- CROSSWALK BLOCK
- 

PAVEMENT MESSAGE

STRIPING KEY



1ST DIGIT
WIDTH
4", 8", ETC.

2ND DIGIT
PATTERN
S - SOLID
B - BROKEN
T - DOTTED
D - DOUBLE
K - DOUBLE BROKEN
H - DOUBLE DOTTED

3RD DIGIT
COLOR
W - WHITE
Y - YELLOW
B - BLUE

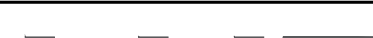
G=GROUND IN
C=CONTRAST

W=WET REFLECTIVE
E=ENHANCED SKID RESISTANCE

EXAMPLE: 

= 4" SOLID WHITE LATEX
GROUND IN, CONTRAST, WET REFLECTIVE

121053800 Drawings\CH\PHASE 1\210538 C001 NOTES.dwg

			CLIENT:	 LHB COPYRIGHT 2022 BY LHB, INC. 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 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 #:	NOTES & LEGENDS		SHEET			
			GRAPHIC HOMES			AFB							
			38814 3RD AVENUE			DRAWN BY:	210538						
			NORTH BRANCH, MN 55056			DPG							
			NO DATE ISSUED FOR	TYPED OR PRINTED NAME: ADAM BESSE		REG. NO.: 52597	DATE: 12/09/2024		FOX RUN PHASE II	NORTH BRANCH, MN			

LOT DESIGN CHART

BLOCK	LOT	LOT AREA	LOT DESIGN										WATER SERVICE								SANITARY SEWER SERVICE								
			HOUSE STYLE	GARAGE ELEVATION	MAXIMUM DRIVEWAY GRADE	TOP OF FOUNDATION	LOW FLOOR ELEVATION	LOW OPENING ELEVATION	ADJACENT POND	100 YR HWL	EOF ELEVATION	STREET ALIGNMENT	CORP STOP STATION	CORP STOP OFFSET	CORP STOP IE	END STATION	END OFFSET	DETAIL, SHEET	SERVICE DIAM. & MATERIAL	STREET ALIGNMENT	SERVICE WYE STATION	SERVICE WYE OFFSET	INVERT AT MAIN	SERVICE END STATION	SERVICE END OFFSET	INVERT AT PROPERTY	DETAIL, SHEET	SERVICE DIAM. & MATERIAL	
			SLB=SLAB																										
			FB=FULL BASEMENT																										
			FBL=LOOKOUT																										
			FBW=WALKOUT																										
			SLL=SPLIT LOOKOUT																										
SLW=SPLIT WALKOUT																													
PHASE 2																													
1	1	9421.9	SLW	908.20	4.04%	909.04	*	905.84	905.30	4B	901.58	902.20	GREENWAY AVE	16+92'	-32.99'	899.26'	16+92'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	16+97'	-43.00'	894.50'	16+97'	-43.00'	895.00'	SAN-001, C503	4" PVC SDR 26
1	2	11250.0	SLW	908.20	4.82%	909.04	*	905.84	905.30	4B	901.58	902.20	GREENWAY AVE	16+77'	-33.00'	899.15'	16+77'	-43.02'	4, C512	2" HDPE SDR 9	GREENWAY AVE	16+82'	-43.00'	894.58'	16+82'	-43.00'	895.08'	SAN-001, C503	4" PVC SDR 26
1	3	11250.0	SLW	908.20	6.26%	909.04	*	905.84	905.30	4B	901.58	902.20	GREENWAY AVE	15+42'	-33.00'	898.18'	15+42'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	15+47'	6.74'	895.25'	15+47'	-43.00'	897.51'	SAN-001, C503	4" PVC SDR 26
1	4	11250.0	SLW	907.20	6.67%	909.14	*	905.94	904.30	4B	901.58	902.20	GREENWAY AVE	15+27'	-33.00'	898.17'	15+27'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	15+32'	6.75'	895.33'	15+32'	-43.00'	897.61'	SAN-001, C503	4" PVC SDR 26
1	5	9973.5	SLW	907.20	6.67%	909.14	*	905.94	904.30	4B	901.58	902.20	GREENWAY AVE	14+52'	-33.00'	897.36'	14+52'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	14+57'	6.75'	895.70'	14+57'	-43.00'	897.95'	SAN-001, C503	4" PVC SDR 26
1	6	9913.0	SLW	907.20	6.67%	909.14	*	905.94	904.30	4B	901.58	902.20	GREENWAY AVE	12+58'	-33.00'	897.64'	12+58'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	12+63'	6.53'	896.90'	12+63'	-42.64'	898.81'	SAN-001, C503	4" PVC SDR 26
1	7	11250.0	SLW	907.25	5.77%	908.95	*	905.75	904.35	4B	901.58	902.20	GREENWAY AVE	12+43'	-33.01'	897.88'	12+43'	-43.01'	4, C512	2" HDPE SDR 9	GREENWAY AVE	12+48'	6.75'	897.75'	12+48'	-43.00'	900.01'	SAN-001, C503	4" PVC SDR 26
1	8	9741.6	SLW	907.20	4.12%	908.94	*	905.74	904.30	4B	901.58	902.20	GREENWAY AVE	10+98'	-33.00'	900.10'	10+98'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	11+03'	-43.40'	897.84'	11+03'	-43.40'	898.36'	SAN-001, C503	4" PVC SDR 26
1	9	12594.0	SLW	908.80	3.09%	909.10		905.90	905.90	4B	901.58	902.20	GREENWAY AVE	10+75'	-33.12'	900.80'	10+77'	-43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	10+84'	-43.00'	898.10'	10+84'	-43.00'	898.62'	SAN-001, C503	4" PVC SDR 26
1	10	19616.4	SLW	910.30	2.33%	910.60		907.40	907.40	4B	901.58	902.20	376TH STREET	103+62'	33.00'	905.88'	103+62'	43.00'	4, C512	2" HDPE SDR 9	376TH STREET	103+67'	43.00'	900.76'	103+67'	43.00'	901.13'	SAN-001, C503	4" PVC SDR 26
1	11	12381.5	SLW	910.45	2.54%	910.75		907.55	907.55	4B	901.58	902.20	376TH STREET	103+84'	33.00'	905.95'	103+84'	43.00'	4, C512	2" HDPE SDR 9	376TH STREET	103+79'	42.99'	898.96'	103+79'	42.99'	899.33'	SAN-001, C503	4" PVC SDR 26
1	12	13615.7	SLW	912.60	3.57%	912.90		909.70	909.70	4B	901.58	902.20	376TH STREET	104+81'	33.12'	906.23'	104+82'	43.11'	4, C512	2" HDPE SDR 9	376TH STREET	104+86'	42.99'	900.36'	104+86'	42.99'	900.71'	SAN-001, C503	4" PVC SDR 26
1	13	14103.6	SLW	913.35	2.22%	913.65		910.45	910.45	4B	901.58	902.20	376TH STREET	104+94'	33.00'	906.24'	104+93'	42.99'	4, C512	2" HDPE SDR 9	376TH STREET	105+09'	42.88'	899.76'	105+09'	42.88'	900.11'	SAN-001, C503	4" PVC SDR 26
2	1	13176.0	SLW	912.25	7.49%	912.55		909.35	909.35	1B	904.29	905.00	376TH STREET	103+43'	-33.00'	905.79'	103+43'	-43.00'	4, C512	2" HDPE SDR 9	376TH STREET	103+48'	-43.01'	899.77'	103+48'	-43.01'	900.27'	SAN-001, C503	4" PVC SDR 26
2	2	11541.4	SLW	912.25	6.66%	912.55		909.35	909.35	1B	904.29	905.00	376TH STREET	103+28'	-33.00'	905.60'	103+28'	-43.00'	4, C512	2" HDPE SDR 9	376TH STREET	103+33'	-43.00'	899.84'	103+33'	-43.00'	900.34'	SAN-001, C503	4" PVC SDR 26
2	3	11766.4	SLW	912.25	5.41%	912.55		909.35	909.35	1B	904.29	905.00	376TH STREET	101+93'	-33.00'	904.98'	101+93'	-43.00'	4, C512	2" HDPE SDR 9	376TH STREET	101+98'	-43.00'	900.52'	101+98'	-43.00'	901.02'	SAN-001, C503	4" PVC SDR 26
2	4	15549.9	SLW	913.15	4.14%	913.45		910.25	910.25	1B	904.29	905.00	GREENWAY AVE	7+77'	-33.07'	903.84'	7+77'	-43.07'	4, C512	2" HDPE SDR 9	GREENWAY AVE	7+82'	-42.96'	900.27'	7+82'	-42.96'	900.77'	SAN-001, C503	4" PVC SDR 26
2	5	11625.0	SLW	912.20	2.02%	912.30		909.10	909.30	1B	904.29	905.00	GREENWAY AVE	7+62'	-33.04'	903.90'	7+62'	-43.04'	4, C512	2" HDPE SDR 9	GREENWAY AVE	7+67'	-42.99'	900.35'	7+67'	-42.99'	900.85'	SAN-001, C503	4" PVC SDR 26
2	6	11625.0	SLW	911.65	2.00%	911.95		908.75	908.75	1B	904.29	905.00	GREENWAY AVE	6+32'	-33.02'	903.31'	6+32'	-42.95'	4, C512	2" HDPE SDR 9	GREENWAY AVE	6+37'	-43.00'	899.77'	6+37'	-43.00'	900.27'	SAN-001, C503	4" PVC SDR 26
3	1	13646.2	SLW	905.20	2.05%	905.50		902.30	902.30		NA	NA	GREENWAY AVE	13+38'	33.00'	897.92'	13+38'	43.15'	4, C512	2" HDPE SDR 9	GREENWAY AVE	13+34'	33.00'	900.51'	13+34'	33.00'	900.78'	SAN-001, C503	4" PVC SDR 26
3	2	12761.3	SLW	906.20	6.67%	906.50		903.30	903.30		NA	NA	GREENWAY AVE	12+69'	33.00'	897.47'	12+69'	43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	12+74'	43.36'	896.85'	12+74'	43.36'	897.22'	SAN-001, C503	4" PVC SDR 26
3	3	11625.0	SLW	906.20	3.38%	906.50		903.30	903.30		NA	NA	GREENWAY AVE	12+54'	32.31'	897.65'	12+54'	42.31'	4, C512	2" HDPE SDR 9	GREENWAY AVE	12+59'	43.00'	896.92'	12+59'	43.00'	897.29'	SAN-001, C503	4" PVC SDR 26
3	4	12081.0	SLW	907.20	3.35%	907.50		904.30	904.30		NA	NA	GREENWAY AVE	11+22'	33.00'	899.61'	11+22'	42.74'	4, C512	2" HDPE SDR 9	GREENWAY AVE	11+26'	42.96'	897.59'	11+26'	42.96'	897.96'	SAN-001, C503	4" PVC SDR 26
3	5	13698.7	SLW	907.50	4.26%	907.80		904.60	904.60		NA	NA	GREENWAY AVE	11+08'	32.83'	899.87'	11+10'	42.75'	4, C512	2" HDPE SDR 9	GREENWAY AVE	11+14'	43.00'	897.83'	11+14'	43.00'	898.18'	SAN-001, C503	4" PVC SDR 26
3	6	13587.7	SLW	909.20	3.38%	909.50		906.30	906.30		NA	NA	GREENWAY AVE	10+07'	33.00'	902.40'	10+08'	43.22'	4, C512	2" HDPE SDR 9	GREENWAY AVE	10+12'	43.18'	898.42'	10+12'	43.18'	898.77'	SAN-001, C503	4" PVC SDR 26
3	7	11560.1	SLW	910.25	3.03%	910.65		907.35	907.35		NA	NA	GREENWAY AVE	9+47'	32.95'	903.72'	9+47'	43.05'	4, C512	2" HDPE SDR 9	GREENWAY AVE	9+52'	43.10'	898.83'	9+52'	43.10'	899.20'	SAN-001, C503	4" PVC SDR 26
3	8	10212.0	SLW	911.20	3.25%	911.50		908.30	908.30		NA	NA	GREENWAY AVE	8+72'	33.01'	904.65'	8+72'	43.01'	4, C512	2" HDPE SDR 9	GREENWAY AVE	8+77'	43.06'	899.21'	8+77'	43.06'	899.58'	SAN-001, C503	4" PVC SDR 26
3	9	10212.0	SLW	912.25	2.54%	912.55		909.35	909.35		NA	NA	GREENWAY AVE	8+57'	33.00'	904.67'	8+57'	43.00'	4, C512	2" HDPE SDR 9	GREENWAY AVE	8+62'	43.00'	899.28'	8+62'	43.00'	899.65'	SAN-001, C503	4" PVC SDR 26
3	10	10212.0	SLW	912.25	1.99%	912.55		909.35	909.35		NA	NA	GREENWAY AVE	7+22'	32.99'	903.93'	7+22'	42.98'	4, C512	2" HDPE SDR 9	GREENWAY AVE	7+27'	43.04'	900.06'	7+27'	43.04'	900.43'	SAN-001, C503	4" PVC SDR 26
3	11	10212.0	SLW	911.95	2.73%	912.25		909.05	909.05		NA	NA	GREENWAY AVE	7+07'	33.02'	903.86'	7+07'	43.02'	4, C512	2" HDPE SDR 9	GREENWAY AVE	7+12'	43.01'	900.13'	7+12'	43.01'	900.50'	SAN-001, C503	4" PVC SDR 26
3	12	10212.0	SLW	911.45	2.79%	911.75		908.45	908.55		NA	NA	GREENWAY AVE	5+72'	32.98'	903.05'	5+72'	42.99'	4, C512	2" HDPE SDR 9	GREENWAY AVE	5+77'	43.04'	900.81'	5+77'	43.04'	901.18'	SAN-001, C503	4" PVC SDR 26
3	13	10212.0	SLW	911.20	2.31%	911.50		908.30	908.30		NA	NA	GREENWAY AVE	5+57'	33.02'	902.83'	5+57'	43.02'	4, C512	2" HDPE SDR 9	GREENWAY AVE	5+62'	43.01'	900.88'	5+62'	43.01'	901.25'	SAN-001, C503	4" PVC SDR 26
3	14	12967.2	SLW	911.20	2.58%	911.50		908.30	908.30		NA	NA	GREENWAY AVE	4+80'	33.02'	902.47'	4+80'	43.02'	4, C512	2" HDPE SDR 9	GREENWAY AVE								

\\210538500 Drawings\COMP\PHASE II\210538_C002 CHARTS.dwg

212/21

2

12/20/2024

FINAL PLAT RE-SUBMITTAL

1

12/9/2024

FINAL PLAT SUBMITTAL

NO

DATE

ISSUED FOR

CLIENT:

GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056



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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: 12/09/2024

CHECK BY:
AFB

DRAWN BY:
DPG

PROJECT #:

210538

CONSTRUCTION CHARTS

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET

C003

GREENWAY DRIVE / GO ST										
POINT NUMBER	POINT	STATION	CIRCULAR CURVE DATA					COORDINATES		AZIMUTH
			DELTA	DEGREE	RADIUS	TANGENT	LENGTH	E	N	
			SPIRAL CURVE DATA							
			ANGLE (0s)	DEGREE	ST	LT	LS			
1	POT	1+00.000						527767.293	172758.361	
	PC	9+60.504						527776.092	171897.902	179°24'51.1"
C2	PI	10+50.646	48°31'23.8" LT	28°38'52.4"	200.000	90.142	169.378	527777.013	171807.765	PI
	PT	11+29.882						527845.157	171748.756	130°53'27.3"
	PC	13+00.913						527974.449	171736.795	130°53'27.3"
C3	PI	13+75.296	40°48'07.0" LT	28°38'52.4"	200.000	74.383	142.426	528030.679	171588.102	PI
	PT	14+43.339						528105.062	171587.987	90°05'20.3"
	PC	17+25.314						528387.037	171587.549	90°05'20.3"
C4	PI	18+34.812	57°24'02.3"	28°38'52.4"	200.000	109.498	200.366	528496.535	171587.379	PI
	PT	19+25.680						528555.672	171679.535	32°41'18.0"
	PC	21+33.927						528668.140	171854.801	32°41'18.0"
C5	PI	21+94.011	33°26'32.0"	28°38'52.4"	200.000	60.083	116.735	528700.589	171905.368	PI
	PT	22+50.663						528699.798	171965.446	359°14'45.9"
	PC	24+95.459						528696.577	172210.221	359°14'45.9"
C6	PI	25+77.462	44°35'19.5"	28°38'52.4"	200.000	82.003	155.644	528695.498	172292.216	PI
	PT	26+51.103						528637.168	172349.854	314°39'26.5"
	PC	27+71.962						528551.198	172434.802	314°39'26.5"
C7	PI	28+53.965	44°35'19.5"	28°38'52.4"	200.000	82.003	155.644	528492.867	172492.439	PI
	PT	29+27.606						528410.864	172492.537	270°04'07.0"
	POT	35+68.467						527770.004	172493.304	270°04'07.0"

376TH ST										
POINT NUMBER	POINT	STATION	CIRCULAR CURVE DATA					COORDINATES		
			DELTA	DEGREE	RADIUS	TANGENT	LENGTH	E	N	
			SPIRAL CURVE DATA							
			ANGLE (0s)	DEGREE	ST	LT	LS			
3	POT	100+00.000						527775.513	171954.499	
	PC	104+13.216						528188.728	171953.857	90°05'20.3'
C9	PI	104+91.330	55°01'02.3" LT	38°11'49.9"	150.000	78.114	114.035	528266.842	171953.736	PI
	PT	105+57.251						528311.726	172017.667	35°04'18.0"
	PC	106+12.226						528343.315	172062.661	35°04'18.0"
C9	PI	106+90.306	54°59'49.0" RT	38°11'49.9"	150.000	78.080	143.982	528688.180	172126.564	PI
	PT	107+56.208						528466.260	172126.470	90°04'07.0"
	POT	109+97.631						528707.683	172126.181	

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.
- 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)? NO

IF "YES" FOR EITHER OF THE ABOVE, SUBMIT THE ONLINE APPLICATION, PAYMENT, AND THE COMPLETE SWPPP (SWPPP AND PLAN SHEETS IF 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 FOLLOWING CONDITIONS ARE SATISFIED (PERMIT ITEMS 4.4 AND 4.5):
1. PERMANENT UNIFORM PERENNIAL VEGETATIVE COVER MUST BE ESTABLISHED AT 70% DENSITY OF ITS EXPECTED FINAL GROWTH.
 2. THE PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.
 3. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs MUST BE REMOVED.
 4. SEDIMENT FROM CONVEYANCE SYSTEMS AND PERMANENT STORMWATER TREATMENT SYSTEMS HAS BEEN REMOVED.
 5. INSTALL TEMPORARY EROSION PROTECTION AND DOWNGRADIENT PERIMETER CONTROL AND DISTRIBUTE THE MPCA'S HOMEOWNER FACT SHEET.
- 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 AS NEEDED DURING CONSTRUCTION. AMEND THE SWPPP TO INCLUDE ADDITIONAL BMPs AS NECESSARY TO CORRECT PROBLEMS OR SITUATIONS DISCOVERED DURING INSPECTIONS AND WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR A CHANGE IN WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER. ANY CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS. ALL CHANGES MUST BE MADE BY THE PERSON(S) NAMED ON THE SWPPP AS THE TRAINED SUPERVISOR. 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):
1. BEFORE WORK BEGINS, DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED (E.G., BUFFERS).
 2. WHEN STEEP SLOPES MUST BE DISTURBED, USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING, TERRACING).
 3. 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 (FOR SPECIAL OR IMPAIRED WATERS AS DESCRIBED IN PERMIT SECTION 23). 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).
 4. STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. THE REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES MUST BE STABILIZED WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
 5. PERMITTEE MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
 6. ALL PIPE OUTLETS MUST BE PROVIDED TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.

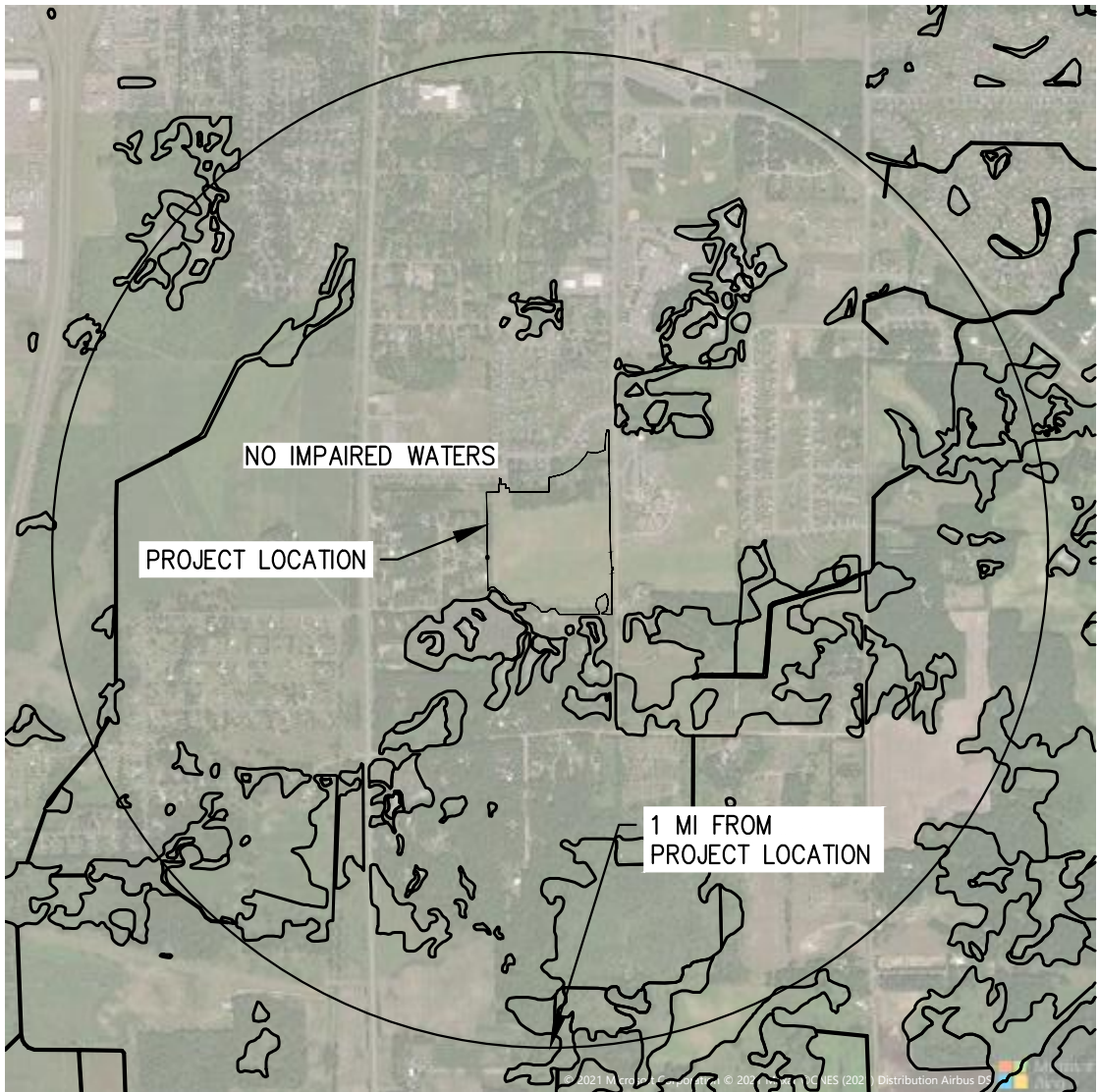
- PLAN FOR AND IMPLEMENT CONSTRUCTION PRACTICES TO SATISFY THE ABOVE AND ALL CONDITIONS OF PERMIT SECTION 8.
- C. SEDIMENT CONTROL PRACTICES & TEMPORARY SEDIMENT BASINS (PERMIT SECTIONS 9 AND 14):
1. BEFORE ANY LAND DISTURBING ACTIVITY BEGINS, ESTABLISH SEDIMENT CONTROL BMPs ON ALL DOWNGRADIENT AREAS 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 UPGRADIENT OF ANY BUFFER ZONES AND MUST REMAIN IN PLACE UNTIL PERMANENT COVER IS ESTABLISHED FOR THE AREA DRAINING TO IT.
 2. PERMITTEE MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. SEDIMENT CONTROL PRACTICES MUST BE RE-INSTALLED PRIOR TO THE NEXT PRECIPITATION EVENT, EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETED.

3. ALL STORM DRAIN INLETS MUST BE PROTECTED USING APPROPRIATE BMPs DURING CONSTRUCTION UNTIL PERMANENT COVER IS ESTABLISHED ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
4. PERMITTEE MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G., STREET FREEZING/FLOODING) IS IDENTIFIED. THE NEED FOR REMOVAL MUST BE DOCUMENTED AND KEPT WITH THE SWPPP.
5. STOCKPILES MUST BE LOCATED OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER. SILT FENCE OR OTHE EFFECTIVE SEDIMENT CONTROLS MUST BE PROVIDED AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
6. INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE. USE STREET SWEEPING IF VEHICLE TRACKING BMPs ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
7. IN AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, VEHICLE AND EQUIPMENT USE SHALL BE RESTRICTED TO MINIMIZE SOIL COMPACTION.
8. TOPSOIL MUST BE PRESERVED ON SITE, UNLESS INFEASIBLE.
9. DISCHARGES FROM BMPs MUST BE DIRECTED TO VEGETATED AREA UNLESS INFEASIBLE.
10. AS APPROVED BY LHB, PROVIDE TEMPORARY SEDIMENTATION BASINS WHERE 5 OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION (FOR SPECIAL OR IMPAIRED WATERS AS DESCRIBED IN PERMIT SECTION 23). IF TEMPORARY SEDIMENTATION BASINS ARE INFEASIBLE, DOCUMENT THIS DETERMINATION AND THE SUBSTITUTE BMPs IN THE SWPPP PER PERMIT PART 14.10.
 - a. TEMPORARY BASIN MUST BE CONSTRUCTED PRIOR TO DISTURBING 5 OR MORE ACRES DRAINING TO COMMON LOCATION.
 - b. TEMPORARY BASIN MAY BE CONVERTED INTO A PERMANENT BASIN AFTER CONSTRUCTION IS COMPLETE. THE TEMPORARY BASIN IS NO LONGER REQUIRED WHEN PERMANENT COVER HAS REDUCED THE ACREAGE OF DISTURBED SOIL TO LESS THAN FIVE (5) ACRES DRAINING TO A COMMON LOCATION.
11. FOR CONSTRUCTION AREAS THAT DRAIN TOWARDS ADJACENT SURFACE WATERS, PRESERVE A 100 FOOT NATURAL BUFFER (FOR SPECIAL OR IMPAIRED WATERS AS DESCRIBED IN PERMIT SECTION 23), 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 IMLEMENT CONSTRUCTION PRACTICES TO SATISFY THE ABOVE AND ALL CONDITIONS OF PERMIT SECTION 9 AND 14.
- D. DEWATERING AND BASIN DRAINING (PERMIT SECTION 10):
1. ALL TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEE MAY DEWATER TO SURFACE WATER IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS WILL NOT RESULT FROM THE DISCHARGE. IF WATER CANNOT DISCHARGE TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEE MUST TREAT IT WITH APPROPRIATE BMPs SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
 2. IF PERMITTEE MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AND OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE PRIOR TO DISCHARGE.
 3. PERMITTEE MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLAND SIN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
- E. INSPECTIONS AND MAINTENANCE (PERMIT SECTION 11):
1. THE PERSON(S) NAMED WITHIN THIS NARRATIVE SHALL 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 1/2 INCH IN 24 HOURS.
 2. ALL PERMANENT AND TEMPORARY BMPs SHALL BE INSPECTED AND MAINTAINED DURING THE ENTIRE PROJECT. NONFUNCTIONAL BMPs SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPs BY THE END OF THE FOLLOWING BUSINESS DAY AFTER DISCOVERY.
 3. DURING EACH INSPECTION, ALL SURFACE WATERS MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. REMOVE ALL DELTAS AND SEDIMENT DEPOSITED ON SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. REMOVAL AND STABILIZATION MUST BE PERFORMED WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY, UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. ACCESS MUST BE OBTAINED USING ALL REASONABLE EFFORTS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST BE PERFORMED WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS.
 4. ALL CONSTRUCTION SITE VEHICLE EXITS LOCATIONS WITHIN AND ADJACENT TO THE PROJECT SHALL BE INSPECTED FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. SEDIMENT ON ALL PAVED SURFACES MUST BE REMOVED WITHIN ONE (1) DAY OF DISCOVERY.
 5. ALL PERIMETER CONTROL DEVICES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
 6. ALL TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASINS REACHES 1/2 THE STORAGE VOLUME.
 7. THE INSPECTION SCHEDULE MAY BE ADJUSTED AS FOLLOWS:
 - a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE.
 - b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES.
 - c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
 8. ALL INSPECTIONS AND MAINTENANCE ACTIVITIES MUST BE RECORDED WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP.
- F. POLLUTION PREVENTION MANAGEMENT MEASURES (PERMIT SECTION 12):
1. PERMITTEE MUST PLACE ALL BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER ARE NOT REQUIRED TO BE COVERED OR PROTECTED.
 2. PERMITTEE MUST PLACE ANY PESTICIDES, FERTILIZERS, AND TREATMENT CHEMICALS UNDER COVER OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
 3. PERMITTEE MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
 4. SOLID WASTE MUST BE PROPERLY STORED, COLLECTED, AND DISPOSED OF IN COMPLIANCE WITH MINN. R. CH. 7035.
 5. PORTABLE TOILETS MUST BE POSITIONED SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. SANITARY WASTE MUST BE DISPOSED OF PROPERLY.
 6. PERMITTEE MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEE MUST REPORT AND CLEAN UP SPILL IMMEDIATELY, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
 7. PERMITTEE MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEE MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEE MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
 8. PERMITTEE MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEE MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENTS SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEE MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES.

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 HUNNINGHAKE, CIVIL DESIGNER/ LHB, INC.
- TRAINING DATE/INSTRUCTOR/ENTITY: CERTIFICATION 04/24 (EXPIRES 5/31/27)/J OF M
- 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.



1 NEARBY WETLANDS

121053800 Drawings\CH\PHASE 1\210538 C005 SWPPP.dwg

			CLIENT:	GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056	LHB COPYRIGHT 2022 BY LHB, INC. 701 Washington Ave. N. Ste 200 Minneapolis, MN 55401 612.338.2029 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 #:	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE		SHEET	
2 12/20/2024 FINAL PLAT RE-SUBMITTAL							AFB					
1 12/9/2024 FINAL PLAT SUBMITTAL							DRAWN BY:					
NO DATE ISSUED FOR							DPG					
			TYPED OR PRINTED NAME: ADAM BESSE	REG. NO.: 52597	DATE: 12/09/2024	210538		FOX RUN PHASE II		NORTH BRANCH, MN		C005

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

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
- 2) CHISAGO COUNTY
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 73 LOTS LOCATED IN NORTH BRANCH, MN ON AN 40.1 ACRE PARCEL. SPECIFIC WORK INCLUDES:
- a. DEWATERING ACTIVITIES.
- b. CONSTRUCTION OF UTILITIES (E.G., WATER MAIN AND SANITARY SEWER MAIN).
- c. STREETS, CURB AND GUTTER, AND SIDEWALK CONSTRUCTION.
- d. STORMWATER DETENTION BASINS, STORM SEWER, 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., 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): 1.645 ACRES
- b. POST-CONSTRUCTION IMPERVIOUS (PERMIT ITEM 5.8): 19.119 ACRES
- ASSUMED IMPERVIOUS: 37% OF DISTURBED AREA TO ACCOUNT FOR FUTURE DEVELOPMENT.
- c. NET NEW IMPERVIOUS: 17.474 ACRES
- d. REQUIRED WATER QUALITY VOLUME: 63,180 CUBIC FEET
- e. ACTUAL WATER QUALITY VOLUME RETAINED ON-SITE / METHOD OF RETENTION: 249934 CUBIC FEET / WET DETENTION BASINS
- f. THE REASON THE FULL WATER QUALITY VOLUME CANNOT BE INFILTRATED (PER PERMIT ITEM 5.15): NA
- g. REMAINDER OF WATER QUALITY VOLUME AND ALTERNATIVE TREATMENT METHOD: NA
- 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): NA
- 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 7/20/2023 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): C101-102, 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 SHEETS C101-103 AND/OR STORMWATER REPORT.
- 3) PERMANENT BMPs (PERMIT ITEM 5.3, 5.5): SEE SHEETS C201-203 AND/OR STORMWATER REPORT.
- 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 SHEETS C101-103 AND/OR STORMWATER REPORT.
- 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 SHEETS C201-203 AND/OR STORMWATER REPORT.
- 6) IMPERVIOUS SURFACING / METHODS OF FINAL STABILIZATION (PERMANENT COVER)(PERMIT ITEM 5.17): SEE SHEETS C401-403
- 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 1, C005
- 8) FOR THE ABOVE SPECIAL OR IMPAIRED WATERS, DOCUMENTATION OF BMPs USED TO ADDRESS TMDL OR WLA REQUIREMENTS TO COMPLY WITH PERMIT SECTION 23: NA
- 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 C101-103
- 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
- E. STANDARD DETAIL SHEETS: SEE SHEETS C501-C505, C511-512
- F. 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.

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.

1210538.DWG Drawings\CH\PHASE II\210538 C005 SWPPP.dwg

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2	12/20/2024	FINAL PLAT RE-SUBMITTAL				AFB					
1	12/9/2024	FINAL PLAT SUBMITTAL				DRAWN BY:	210538	FOX RUN PHASE II	NORTH BRANCH, MN		
NO	DATE	ISSUED FOR				DPG					
			SIGNATURE: 			TYPED OR PRINTED NAME: ADAM BESSE	REG. NO.: 52597	DATE: 12/09/2024			

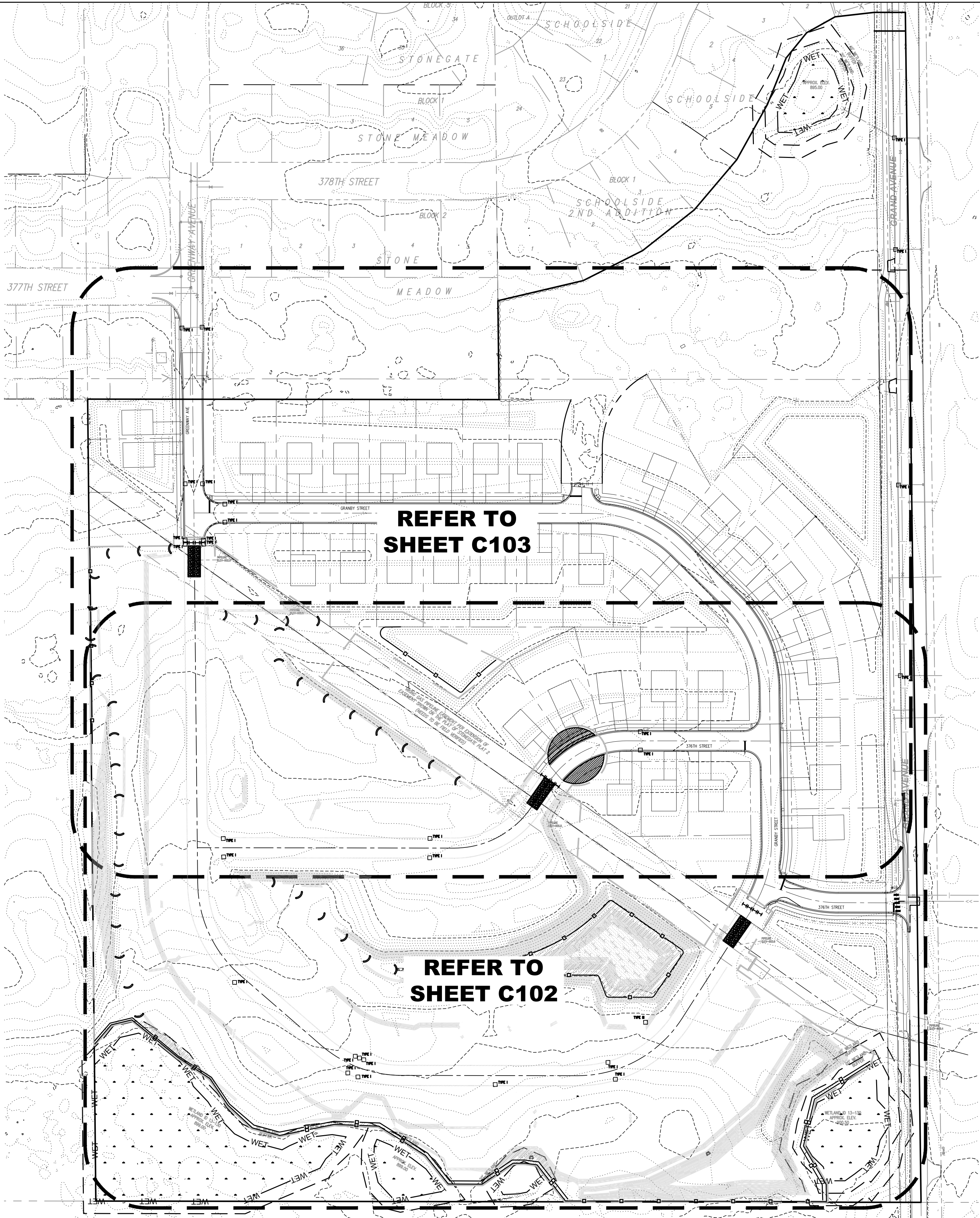
REMOVAL NOTES

1. 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 TOPSOIL THICKNESS.
2. PAVEMENT REMOVAL
 - a. SAW CUT AND REMOVE EXISTING PAVEMENT ALONG A NEAT LINE AS INDICATED IN THE DRAWINGS. DAMAGED PAVEMENT EDGES, DUE TO CONSTRUCTION ACTIVITIES, SHALL BE RE-SAW CUT ALONG A NEW LINE PRIOR TO PAVEMENT INSTALLATION.
 - b. REMOVE ALL CONCRETE PAVEMENT, CONCRETE CURB, AND CONCRETE GUTTER TO THE NEAREST EXISTING JOINT. PARTIAL PANEL REPLACEMENT IS NOT PERMITTED. ANY PANEL DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE FULLY REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
 - c. REMOVE PAVEMENT ONLY TO LIMITS SHOWN ON THE DRAWINGS. DISTURBANCE OF PAVEMENT OUTSIDE THE CONSTRUCTION LIMITS IS NOT PERMITTED.
 - d. DISPOSE OF BITUMINOUS PAVEMENTS OFF SITE AT AN APPROVED DISPOSAL FACILITY.
6. PROVIDE ROCK CONSTRUCTION ENTRANCE IN ACCORDANCE WITH DETAIL 1 ON SHEET C511.
7. PROVIDE INLET PROTECTION IN ACCORDANCE WITH ERO-002 ON SHEET C501.
8. PROVIDE SILT FENCE IN ACCORDANCE WITH ERO-001 ON SHEET C501.
9. PROVIDE EROSION CONTROL BLANKET IN ACCORDANCE WITH ERO-006 ON SHEET C501.
10. STRIP AGRICULTURAL TILL MATERIAL FROM UNDER ROAD BED.

EROSION CONTROL NOTES

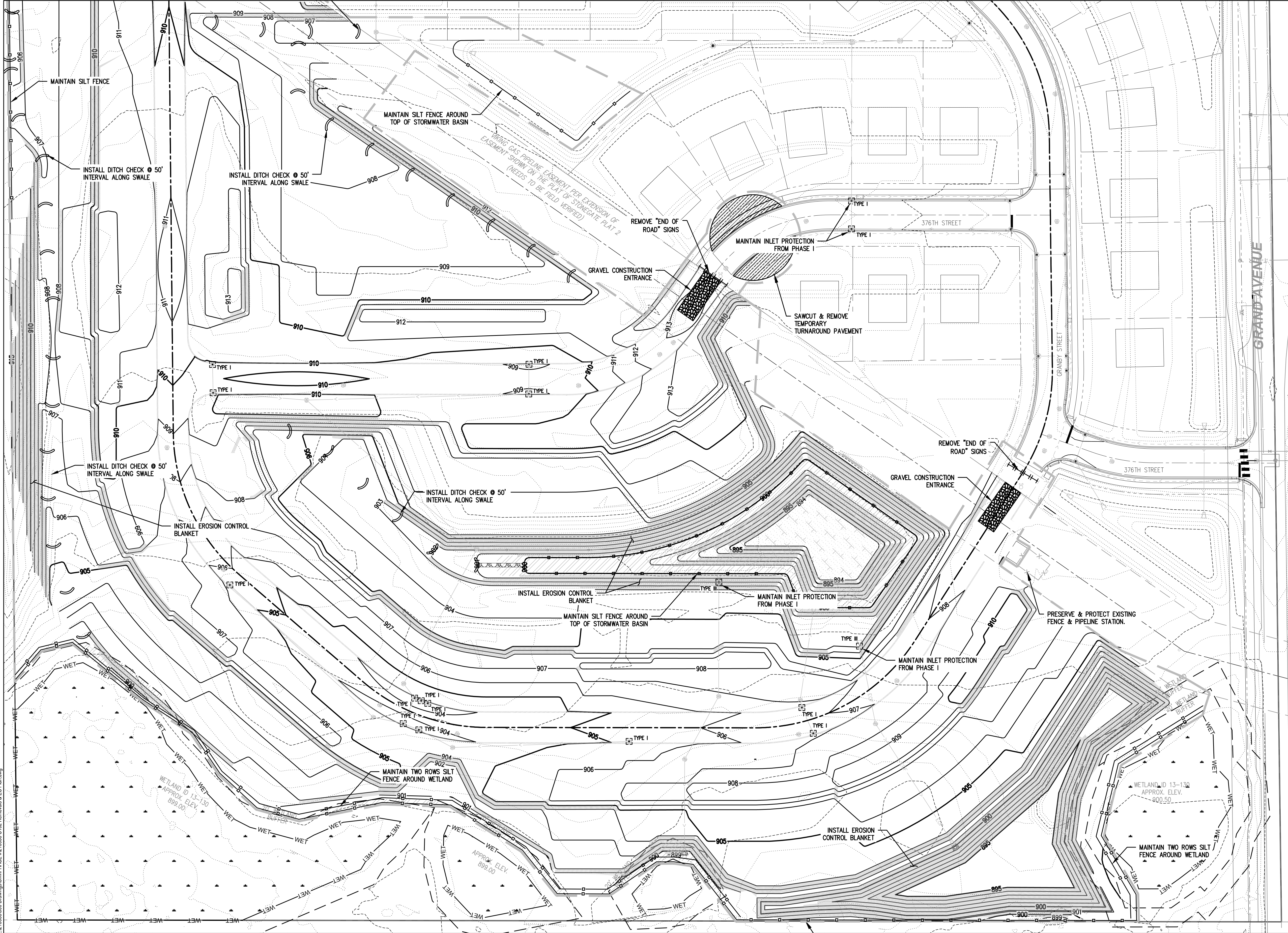
1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PROJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND INSTALL ADDITIONAL DEVICES AS NECESSARY TO PREVENT THE RUNOFF, TRACKING OR LOSS OF SOIL MATERIALS FROM ANY 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. PUBLIC AND PRIVATE DRIVES SHALL BE SWEEPED CLEAR AS NEEDED TO KEEP THE PAVEMENT CLEAR OF SEDIMENT AND CONSTRUCTION DEBRIS.
4. CONTRACTOR TO LOCATE CONCRETE WASHOUT FACILITY ON SITE AND PROTECT SITE AND ADJACENT PROPERTY FROM CONCRETE WASHOUT RUNOFF.
3. INSTALL REDUNDANT PERIMETER CONTROLS (E.G., 2 ROWS OF SILT FENCE), SPACED 5 FEET APART, IN LOCATIONS WHERE 50' BUFFER IS UNABLE TO BE MAINTAINED BETWEEN DISTURBED SOIL AND EXISTING SURFACE WATERS.

ESTIMATED QUANTITIES		
EROSION CONTROL MEASURE	QTY	MEASURE
SILT FENCE	0	LF
INLET PROTECTION	17	EACH
ROCK CONSTRUCTION ENTRANCE	3	EACH
NETLESS BLANKET	58222	SF
SOD	38886	SF
SEED	550734	SF
DITCH CHECK	34	EACH
* REFER TO SHEETS C101-102, C401		



121053800 Drawings\CH\PHASE 1\210538 C101 Removals & EC Index Plan.dwg

212/20/2024FINAL PLAT RE-SUBMITTAL 112/9/2024FINAL PLAT SUBMITTAL NO DATEISSUED FOR	CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056	LHB COPYRIGHT 2022 BY LHB, INC. 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 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: 12/09/2024	CHECK BY: AFB DRAWN BY: DPG	PROJECT #: 210538 050'100'200'	REMOVALS & EROSION CONTROL INDEX PLAN FOX RUN PHASE II NORTH BRANCH, MN	SHEET C101
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SHEET NOTES

1. SEE SHEET C101 FOR REMOVAL AND EROSION CONTROL NOTES.

LEGEND

- CONSTRUCTION LIMITS
- EXISTING MAJOR CONTOUR (5' INTERVAL)
- EXISTING MINOR CONTOUR (1' INTERVAL)
- ROCK CONSTRUCTION ENTRANCE
- SILT FENCE
- INLET PROTECTION
- EROSION CONTROL BLANKET
- DITCH CHECK
- REMOVE TEMPORARY TURNAROUND BITUMINOUS

1210538.DWG Drawings/PHASE II/210538 C102 Removals & EC Plan.dwg

2	12/20/2024	FINAL PLAT RE-SUBMITTAL
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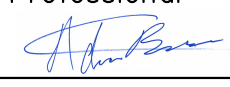
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DPG

PROJECT #:

210538

0 25' 50' 100'



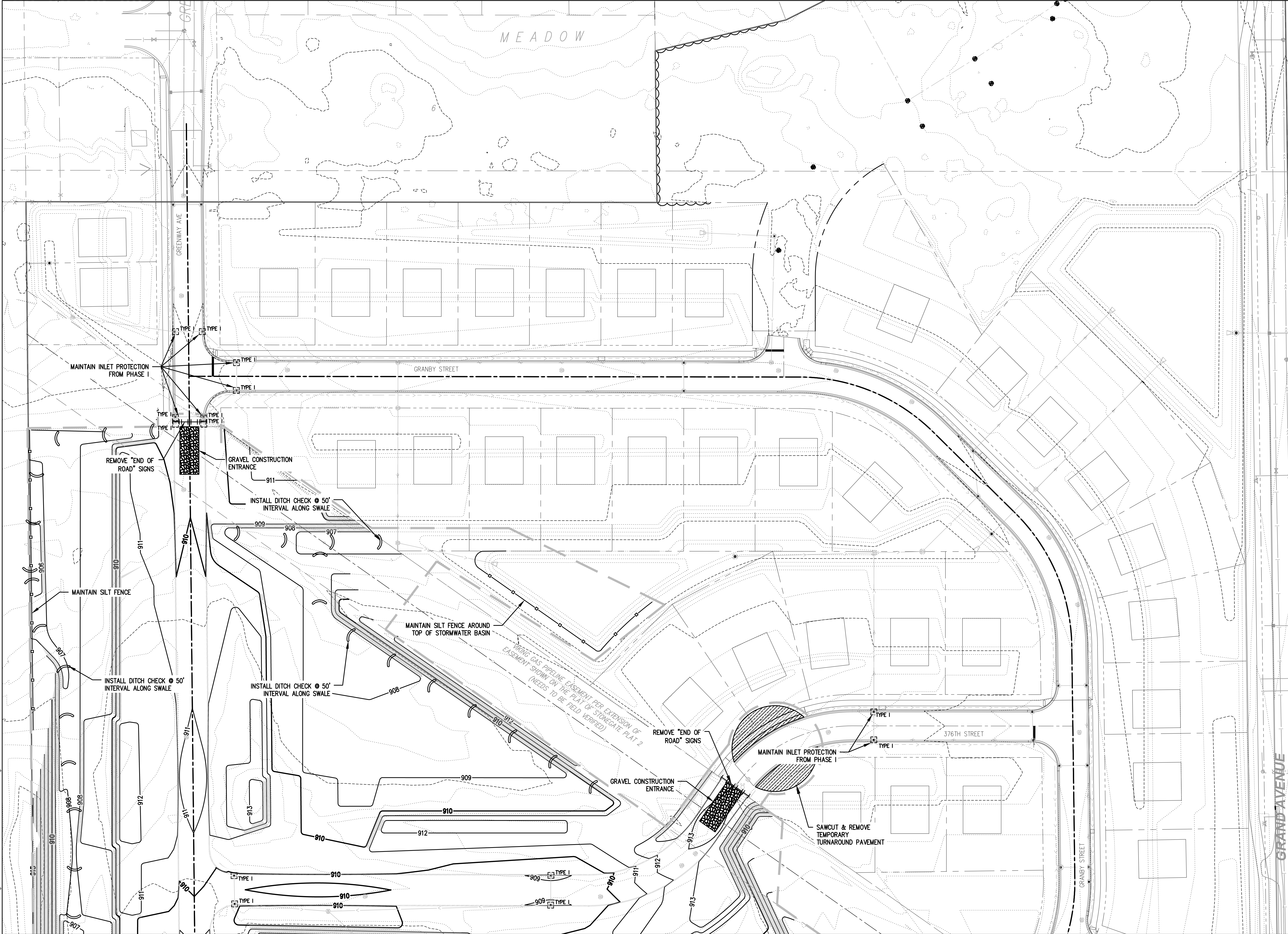
REMOVALS & EROSION CONTROL PLAN

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET

C102



SHEET NOTES

1. SEE SHEET C101 FOR REMOVAL AND EROSION CONTROL NOTES.

LEGEND

- CONSTRUCTION LIMITS
- EXISTING MAJOR CONTOUR (5' INTERVAL)
- EXISTING MINOR CONTOUR (1' INTERVAL)
- ROCK CONSTRUCTION ENTRANCE
- SILT FENCE
- INLET PROTECTION
- EROSION CONTROL BLANKET
- DITCH CHECK
- REMOVE TEMPORARY TURNAROUND BITUMINOUS

1210538500 Drawings\CH\PHASE II\210538 C102 Removals & EC Plan.dwg

2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL
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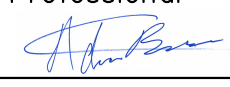
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DRAWN BY:
DPG

PROJECT #:
210538

0 25' 50' 100'

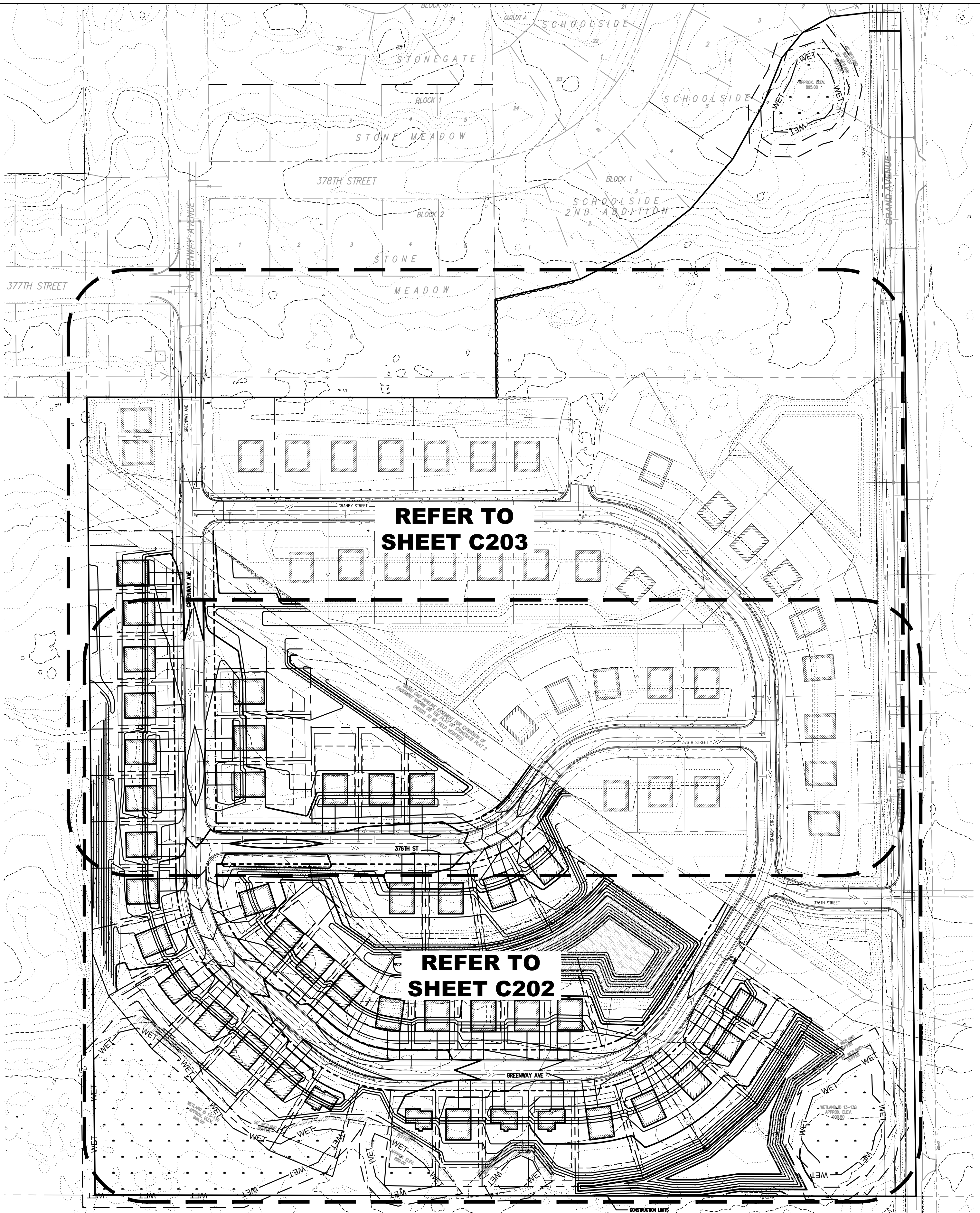


REMOVALS & EROSION CONTROL PLAN

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET
C103



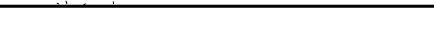
GENERAL NOTES

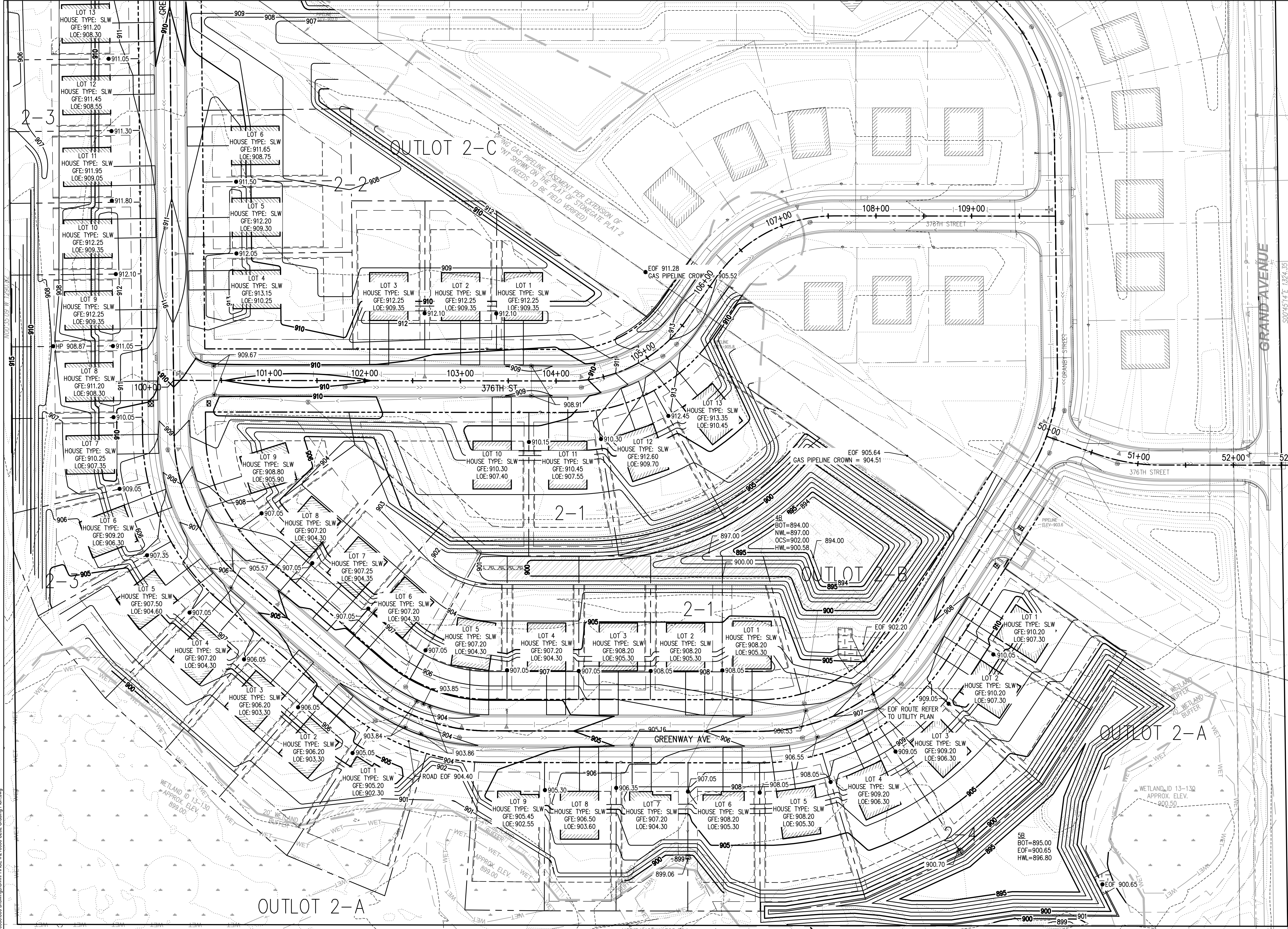
1. ALL GRADES SHOWN IN THE DRAWINGS ARE FINISH GRADE. THE CONTRACTOR SHALL MAKE APPROPRIATE DEDUCTIONS FOR VARYING SUBGRADE ELEVATIONS OF VARIOUS SURFACING TYPES.
2. ALL ELEVATIONS DESIGNATED AS TBC ARE TO THE TOP BACK OF THE FULL HEIGHT CURB. THE CONTRACTOR SHALL MAKE THE APPROPRIATE DEDUCTIONS FOR CURB CUTS OR RAMPS.
3. PREPARE SUBGRADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
4. ADJUST ALL RISERS AND CASTINGS TO FINISH GRADE.
5. PREVENT CONSTRUCTION SEDIMENT, DIRT & DEBRIS FROM ENTERING INFILTRATION BMPS.

REFER TO
SHEET C203

REFER TO
SHEET C202

121053800 Drawings\01PHASE II\210538 C201 Grading Index Plan.dwg

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							TYPED OR PRINTED NAME: ADAM BESSE		REG. NO.: 52597		DATE: 12/09/2024		DRAWN BY: DPG		FOX RUN PHASE II		NORTH BRANCH, MN	
212/20/2024FINAL PLAT RE-SUBMITTAL																		
112/9/2024FINAL PLAT SUBMITTAL																		
NO DATE ISSUED FOR																		



SHEET NOTES

1. REFER TO C201 FOR GRADING & UTILITY NOTES.

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- SLOPE ARROW
- SPOT ELEVATION
- SWALE
- ADA CRITICAL AREA
- MAINTENANCE ACCESS
- STORM SEWER
- CATCH BASIN
- STORM MANHOLE
- CLEANOUT
- SANITARY SEWER
- SANITARY MANHOLE
- WATERMAIN
- VALVE
- HYDRANT
- THRUST BLOCK

ABBREVIATIONS

- EOF EMERGENCY OVERFLOW
- FTE FIRST FLOOR ELEVATION
- HWL HIGH WATER LEVEL
- HP HIGH POINT
- LP LOW POINT
- MP MID POINT
- OE OVERFLOW ELEVATION
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENT
- TBC TOP BACK OF CURB
- BC BACK OF CURB
- B/S BOTTOM OF STAIRS
- T/S TOP OF STAIRS
- B/W BOTTOM OF WALL
- T/W TOP OF WALL
- SLB SLAB
- FB FULL BASEMENT
- FBL FULL BASEMENT LOOKOUT
- FBW FULL BASEMENT WALKOUT
- SLL SPLIT LOOKOUT
- SLW SPLIT WALKOUT

2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

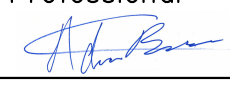
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PROJECT #:

210538

0 25' 50' 100'



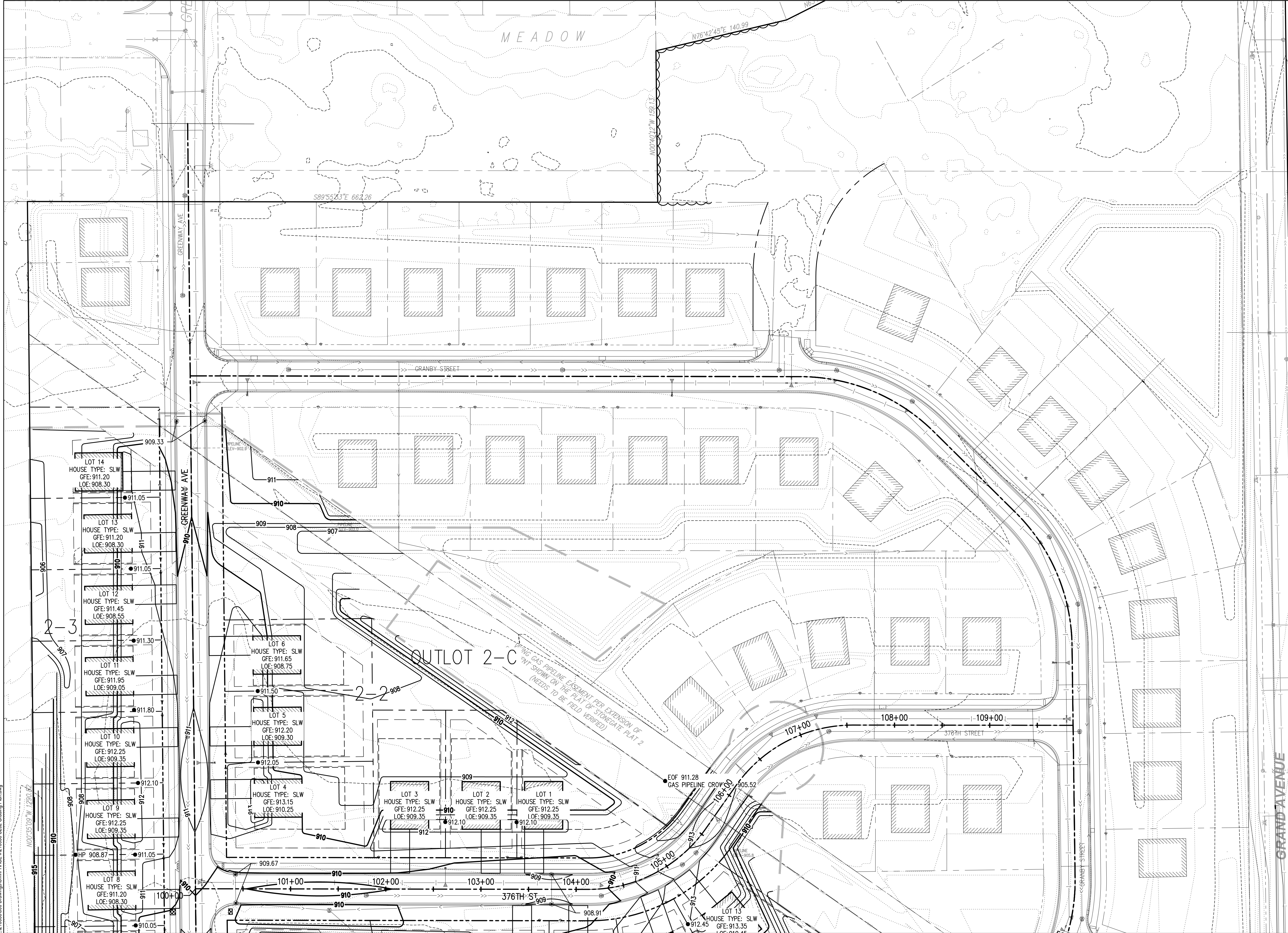
GRADING PLAN

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET

C202



SHEET NOTES

1. REFER TO C201 FOR GRADING & UTILITY NOTES.

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- SLOPE ARROW
- SPOT ELEVATION
- SWALE
- ADA CRITICAL AREA
2% MAX IN ANY DIRECTION
- MAINTENANCE ACCESS
- STORM SEWER
- CATCH BASIN
- STORM MANHOLE
- CLEANOUT
- SANITARY SEWER
- SANITARY MANHOLE
- WATERMAIN
- VALVE
- HYDRANT
- THRUST BLOCK

ABBREVIATIONS

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- HWL HIGH WATER LEVEL
- HP HIGH POINT
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- B/S BOTTOM OF STAIRS
- T/S TOP OF STAIRS
- B/W BOTTOM OF WALL
- T/W TOP OF WALL
- SLB SLAB
- FB FULL BASEMENT
- FBL FULL BASEMENT LOOKOUT
- FBW FULL BASEMENT WALKOUT
- SL SPLIT LOOKOUT
- SLW SPLIT WALKOUT

210538-000 Drawings/PHASE II/210538 C202 Grading Plan.dwg

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CHECK BY: AFB

DRAWN BY: DPG

PROJECT #:

210538

0 25' 50' 100'

GRADING PLAN

FOX RUN
PHASE II

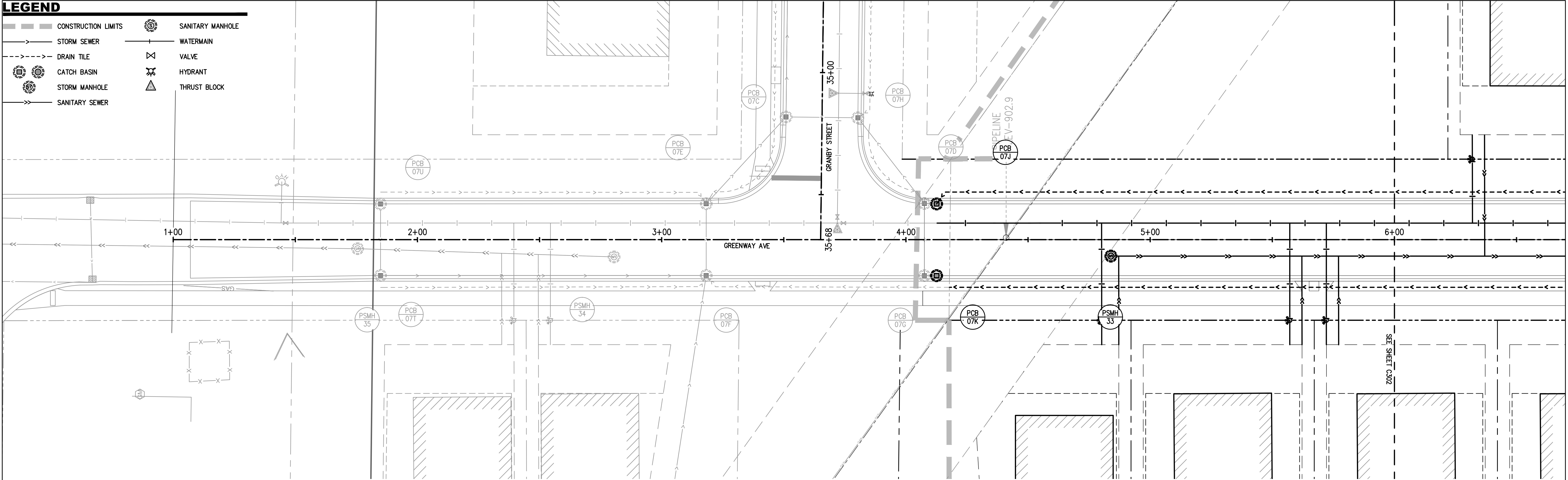
SHEET

C203

NORTH BRANCH, MN

LEGEND

CONSTRUCTION LIMITS	SANITARY MANHOLE
STORM SEWER	WATERMAIN
DRAIN TILE	VALVE
CATCH BASIN	HYDRANT
STORM MANHOLE	THRUST BLOCK
SANITARY SEWER	



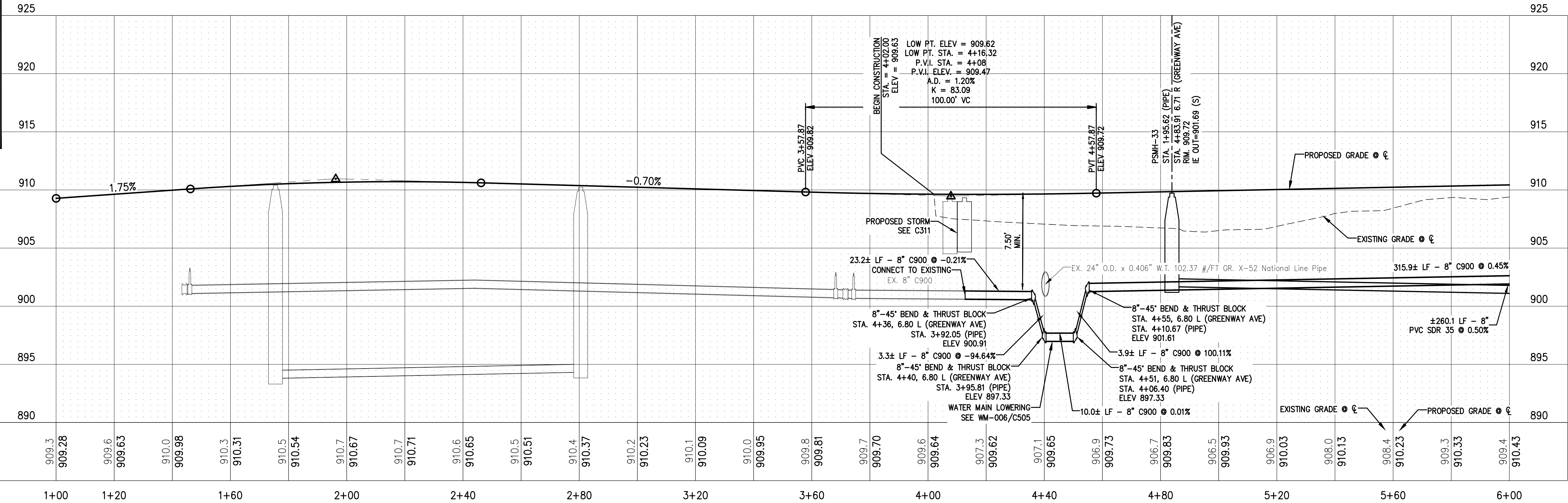
SHEET NOTES

1. SEE 3/C511 FOR REQUIRED CLEARANCES OF SANITARY SERVICES FROM WATER MAIN.

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



121053800 Drawings/PHASE II/210538 C301 GREENWAY AVE P&P.dwg

2	12/20/2024	FINAL PLAT RE-SUBMITTAL
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SIGNATURE: *Adam Besse*

TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 12/09/2024

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AFB

DRAWN BY:
DPG

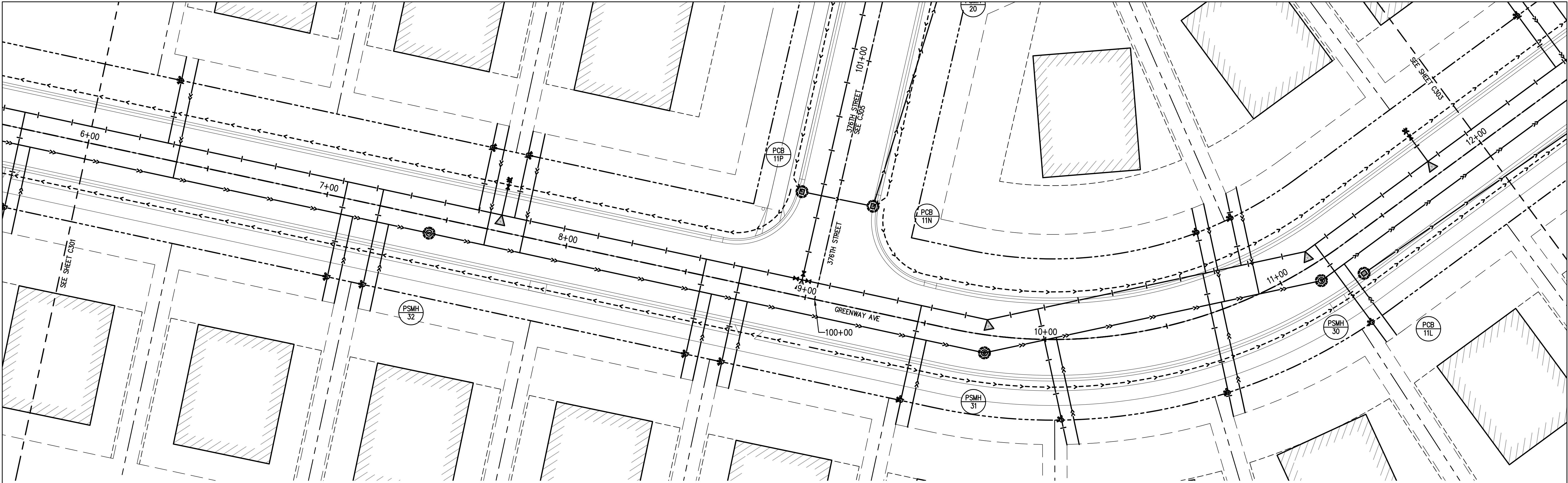
PROJECT #:
210538

**GREENWAY AVE
PLAN & PROFILE**

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET
C301



WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

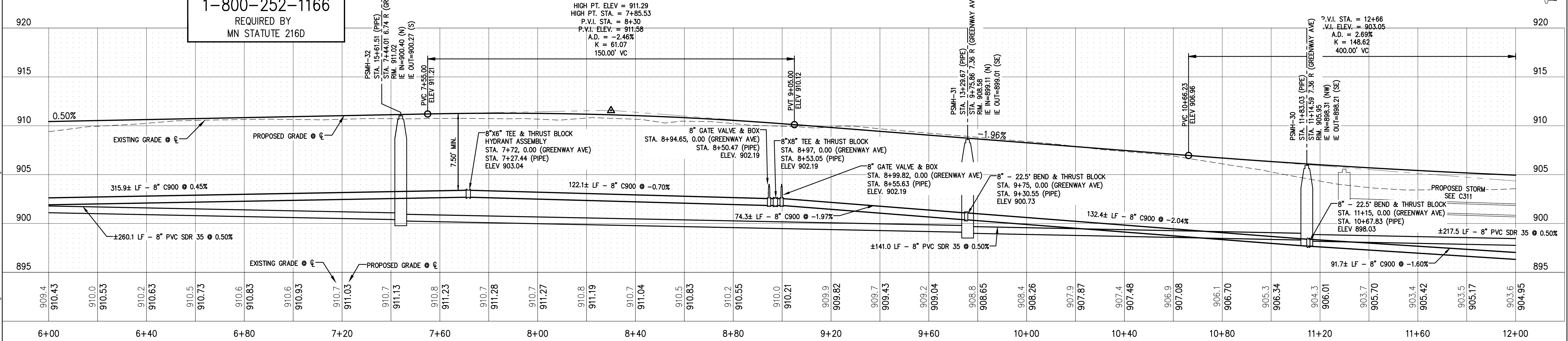
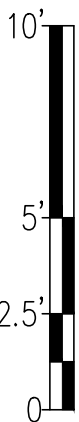
MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

LEGEND

- | | |
|---------------------|------------------|
| CONSTRUCTION LIMITS | SANITARY MANHOLE |
| STORM SEWER | WATERMAIN |
| DRAIN TILE | VALVE |
| CATCH BASIN | HYDRANT |
| STORM MANHOLE | THRUST BLOCK |
| SANITARY SEWER | |

SHEET NOTES

1. SEE 3/C511 FOR REQUIRED CLEARANCES OF SANITARY SERVICES FROM WATER MAIN.



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38814 3RD AVENUE
NORTH BRANCH, MN 55056



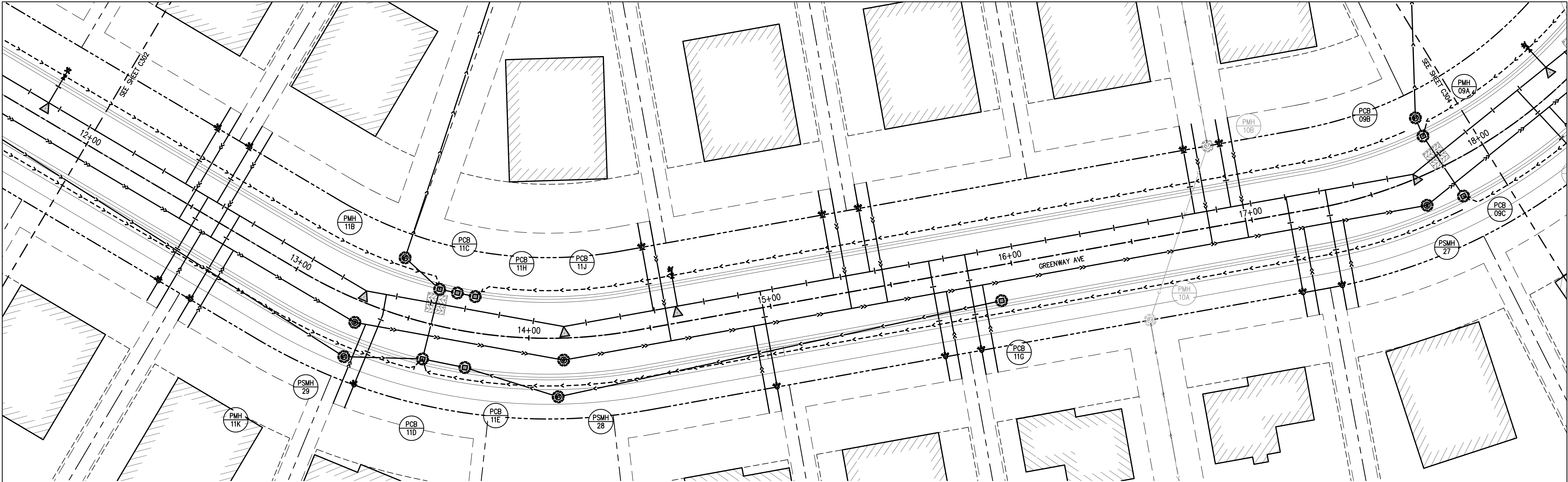
I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
SIGNATURE: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE
REG. NO.: 52597
DATE: 12/09/2024

CHECK BY:
AFB
DRAWN BY:
DPG

PROJECT #:
210538

**GREENWAY AVE
PLAN & PROFILE**
FOX RUN
PHASE II
NORTH BRANCH, MN

SHEET
C302



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

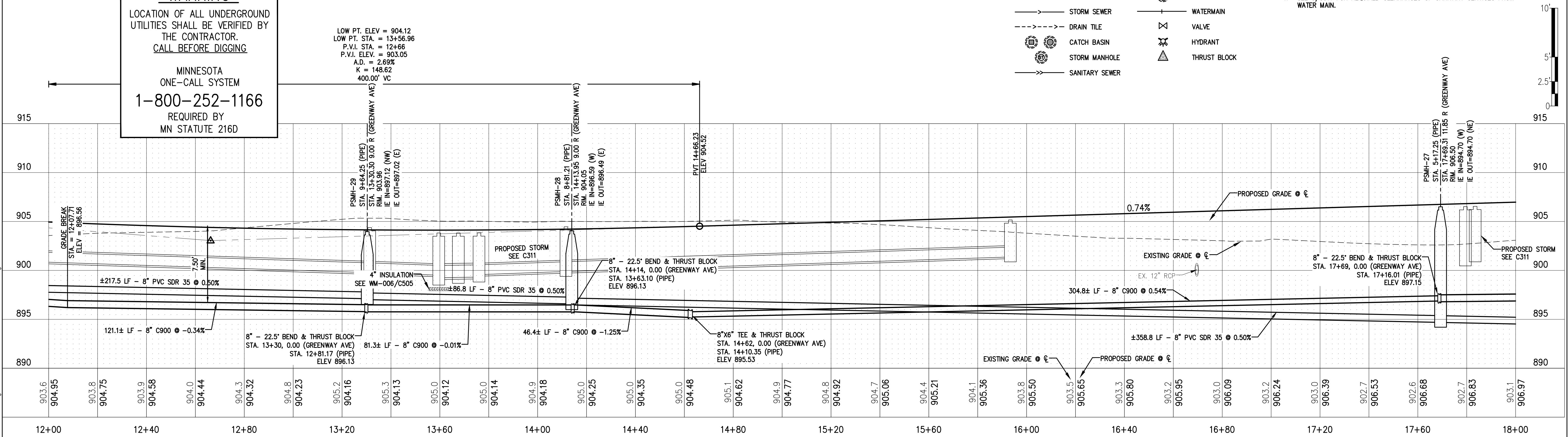
LOW PT. ELEV = 904.12
LOW PT. STA. = 13+56.96
P.V.I. STA. = 12+66
P.V.I. ELEV. = 903.05
A.D. = 2.69%
K = 148.62
400.00' VC

LEGEND

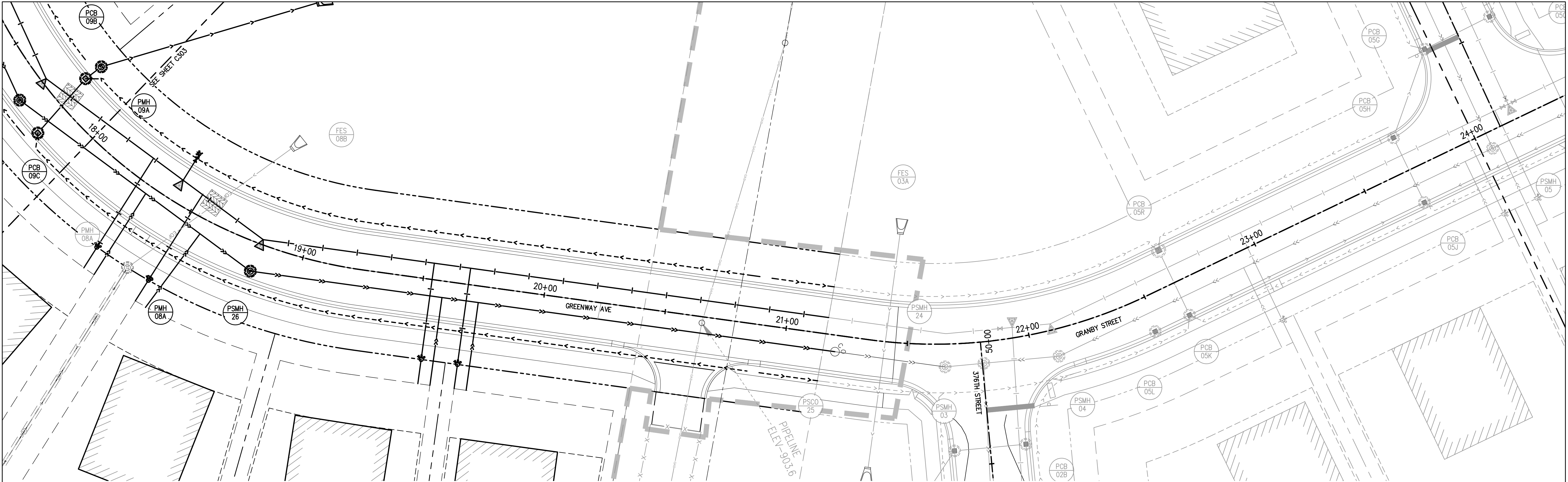
- CONSTRUCTION LIMITS
- STORM SEWER
- DRAIN TILE
- CATCH BASIN
- STORM MANHOLE
- SANITARY SEWER
- SANITARY MANHOLE
- WATERMAIN
- VALVE
- HYDRANT
- THRUST BLOCK

SHEET NOTES

1. SEE 3/C511 FOR REQUIRED CLEARANCES OF SANITARY SERVICES FROM WATER MAIN.



12/09/2024 Drawings/PHASE II/210538 C303 GREENWAY AVE P&P.dwg			CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056		COPYRIGHT 2022 BY LHB, INC. 201 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 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		CHECK BY: AFB DRAWN BY: DPG		PROJECT #: 210538		0 10' 20' 40'		GREENWAY AVE PLAN & PROFILE FOX RUN PHASE II		SHEET C303 NORTH BRANCH, MN	
--	--	--	--	--	--	--	---	--	---	--	--	--	----------------------	--	--	--	---	--



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MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

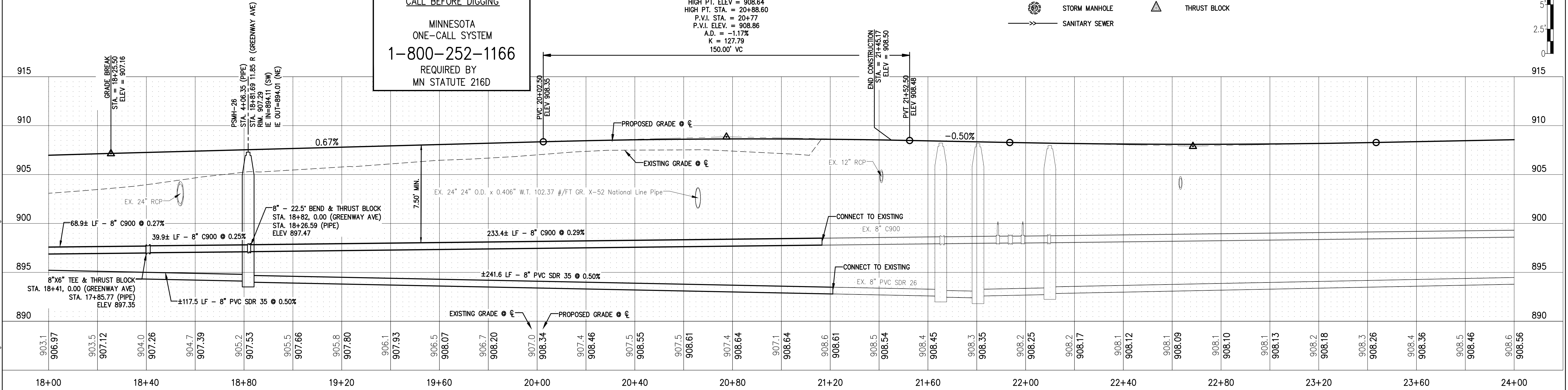
HIGH PT. ELEV = 908.64
HIGH PT. STA. = 20+88.60
P.V.I. STA. = 20+77
P.V.I. ELEV. = 908.86
A.D. = -1.17%
K = 127.79
150.00' VC

LEGEND

- | | |
|-------------------------|--------------------|
| --- CONSTRUCTION LIMITS | ⊙ SANITARY MANHOLE |
| --- STORM SEWER | --- WATERMAIN |
| --- DRAIN TILE | ⊗ VALVE |
| ⊙ CATCH BASIN | ⊗ HYDRANT |
| ⊙ STORM MANHOLE | ⚠ THRUST BLOCK |
| --- SANITARY SEWER | |

SHEET NOTES

1. SEE 3/C511 FOR REQUIRED CLEARANCES OF SANITARY SERVICES FROM WATER MAIN.



2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

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REG. NO.: 52597
DATE: 12/09/2024

CHECK BY:
AFB

DRAWN BY:
DPG

PROJECT #:
210538
0 10' 20' 40'

**GREENWAY AVE
PLAN & PROFILE**

FOX RUN
PHASE II

NORTH BRANCH, MN

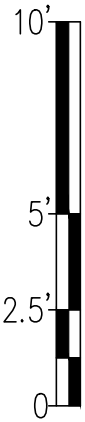
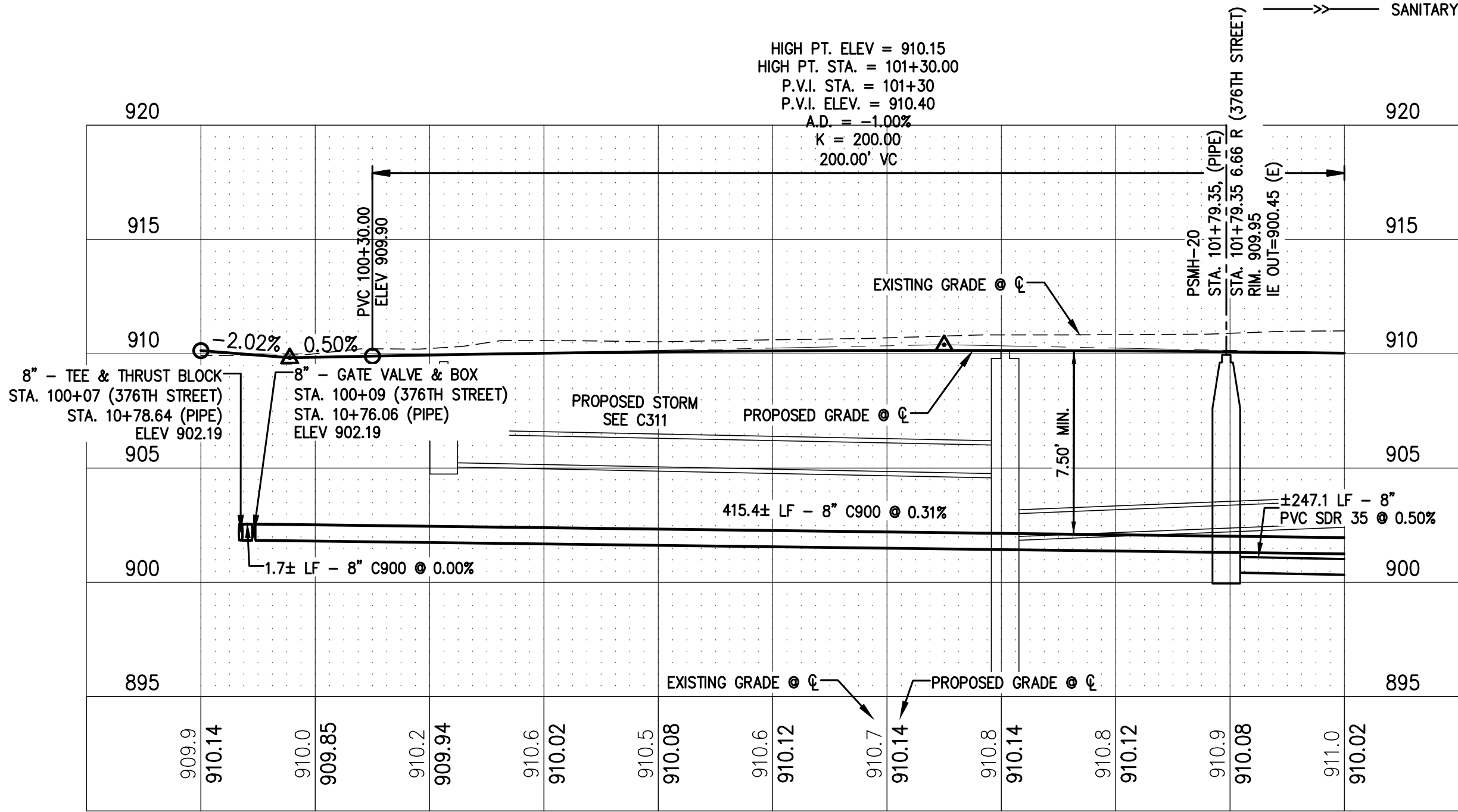
SHEET
C304

121053800 Drawings\CMIPHASE II\210538 C305 376th Street P&P.dwg

WARNING

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MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D



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TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 12/09/2024

CHECK BY:
AFB

DRAWN BY:
DPG

PROJECT #:

210538

0 10' 20' 40'

376TH STREET
PLAN & PROFILE

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET
C305

Page 489 of 691

1. REFER TO C201 FOR GRADING & UTILITY NOTES.

CONSTRUCTION LIMITS

MAJOR CONTOUR (5' INTERVAL)

MINOR CONTOUR (1' INTERVAL)

SWALE

STORM SEWER

DRAIN TILE

CATCH BASIN

STORM MANHOLE

CLEANOUT

SANITARY SEWER

SANITARY SERVICE

SANITARY MANHOLE

WATERMAIN

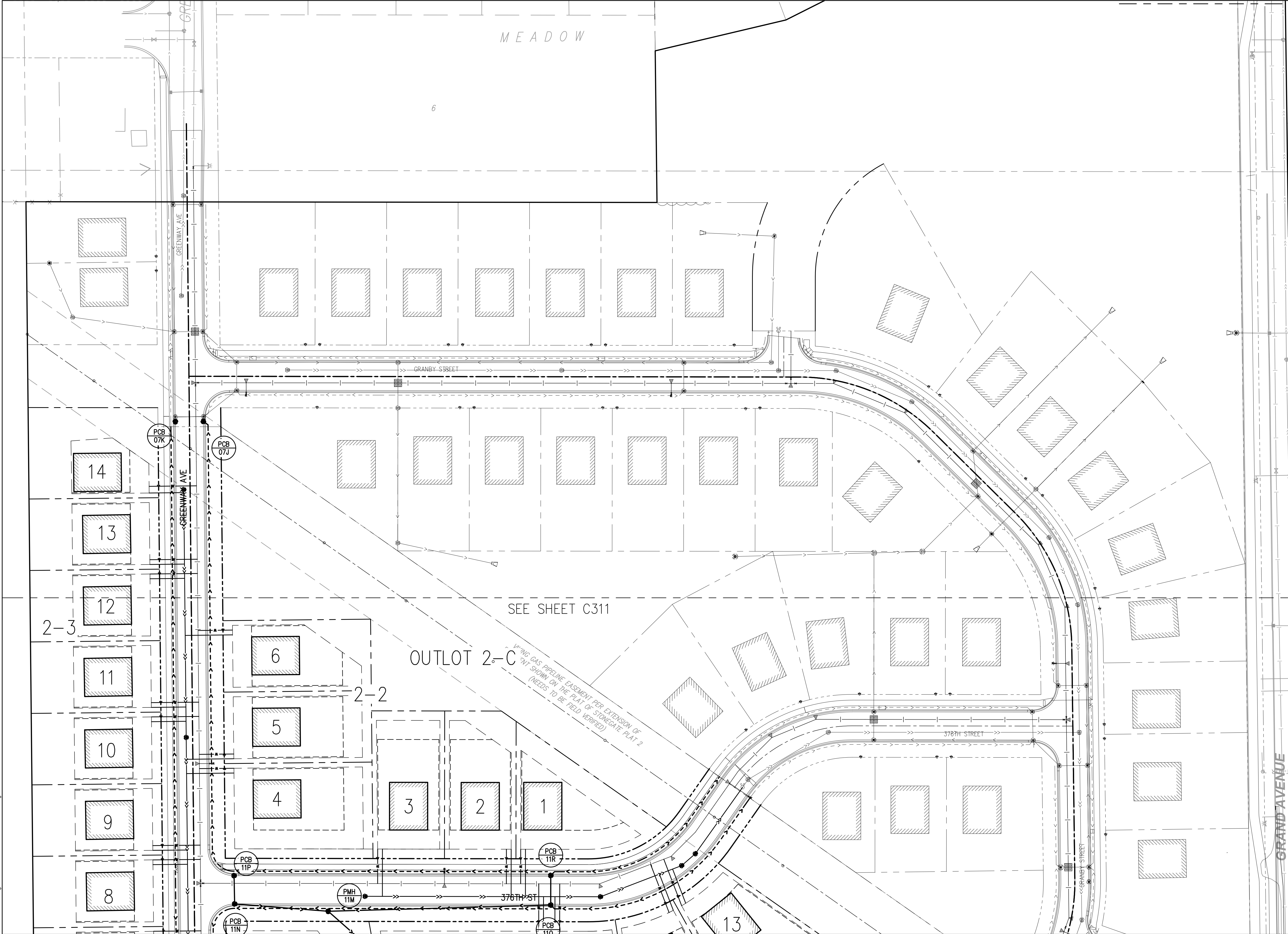
WATER SERVICE

VALVE

HYDRANT

THRUST BLOCK

Page 491 of 691



SHEET NOTES

1. REFER TO C201 FOR GRADING & UTILITY NOTES.

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- SWALE
- STORM SEWER
- DRAIN TILE
- CATCH BASIN
- STORM MANHOLE
- CLEANOUT
- SANITARY SEWER
- SANITARY SERVICE
- SANITARY MANHOLE
- WATERMAIN
- WATER SERVICE
- VALVE
- HYDRANT
- THRUST BLOCK

1210538500 Drawings\CH\PHASE II\210538 C311 LHM Plan.dwg

2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

CLIENT:
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056



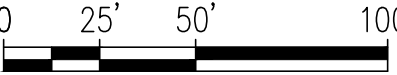
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REG. NO.: 52597
DATE: 12/09/2024

CHECK BY: AFB
DRAWN BY: DPG

PROJECT #:
210538

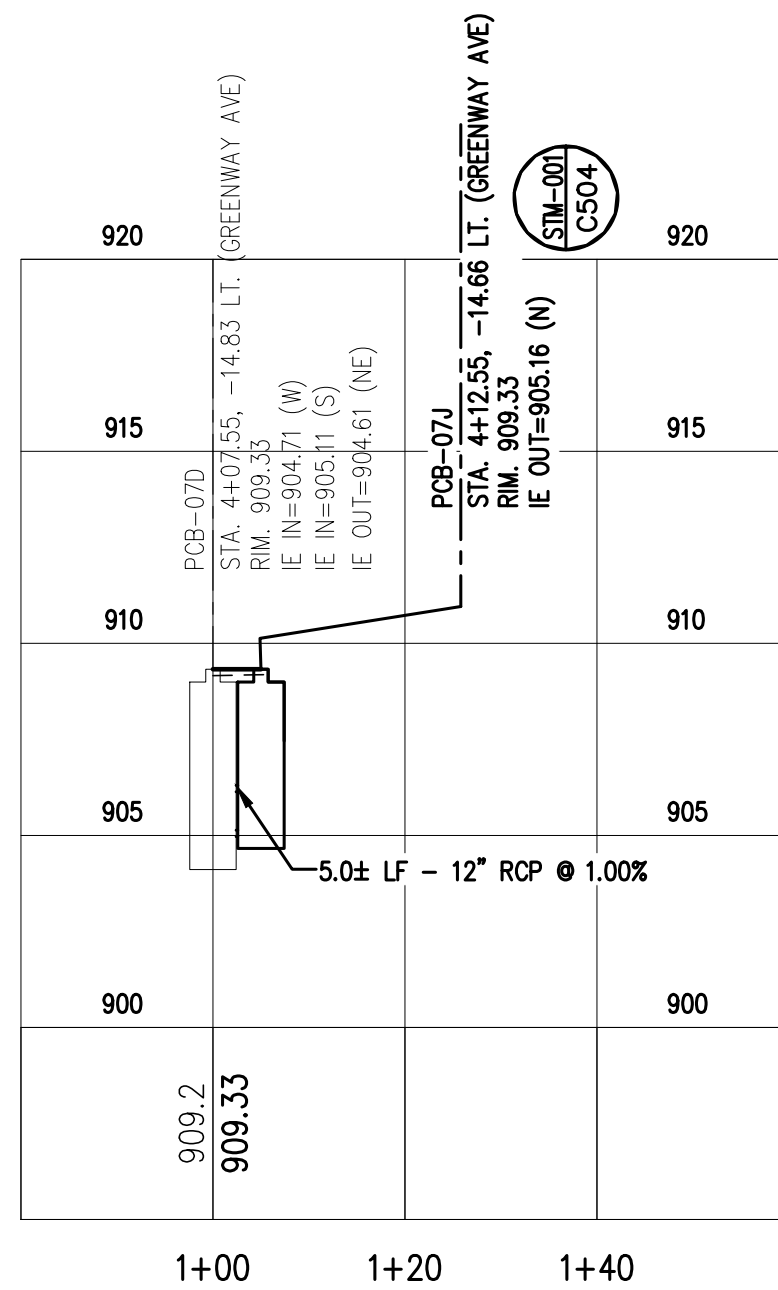


STORM PLAN

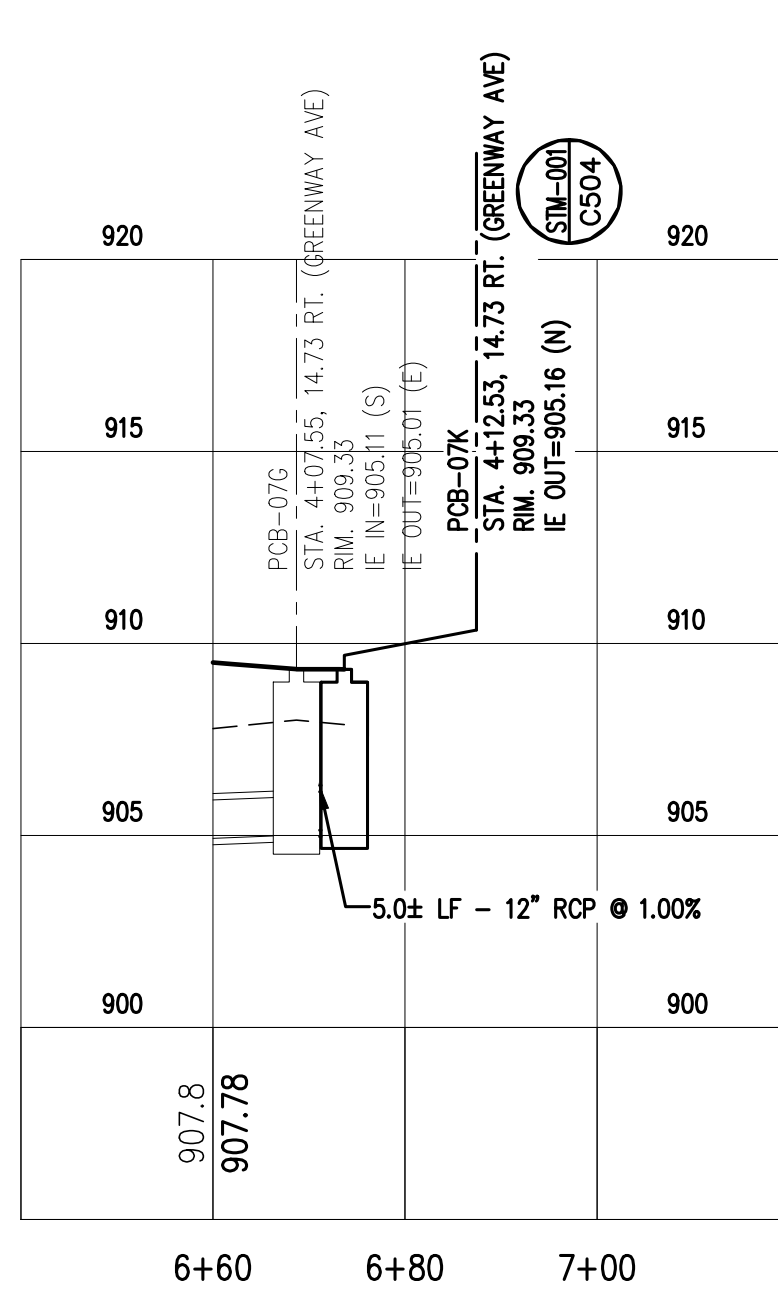
FOX RUN
PHASE II

NORTH BRANCH, MN

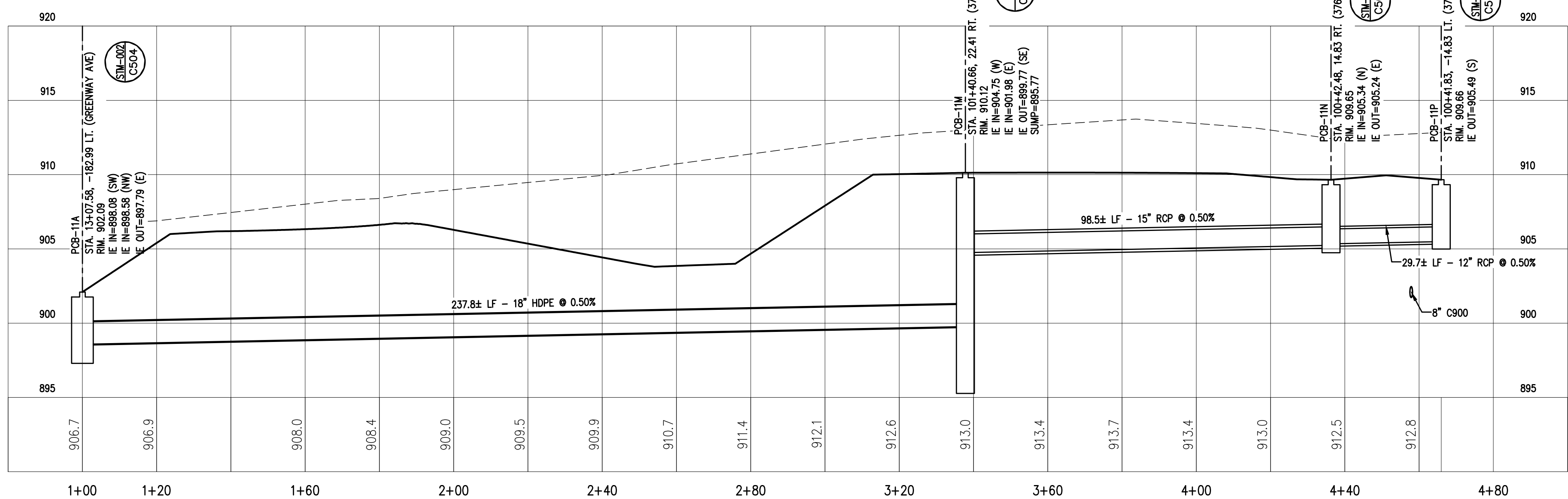
SHEET
C312



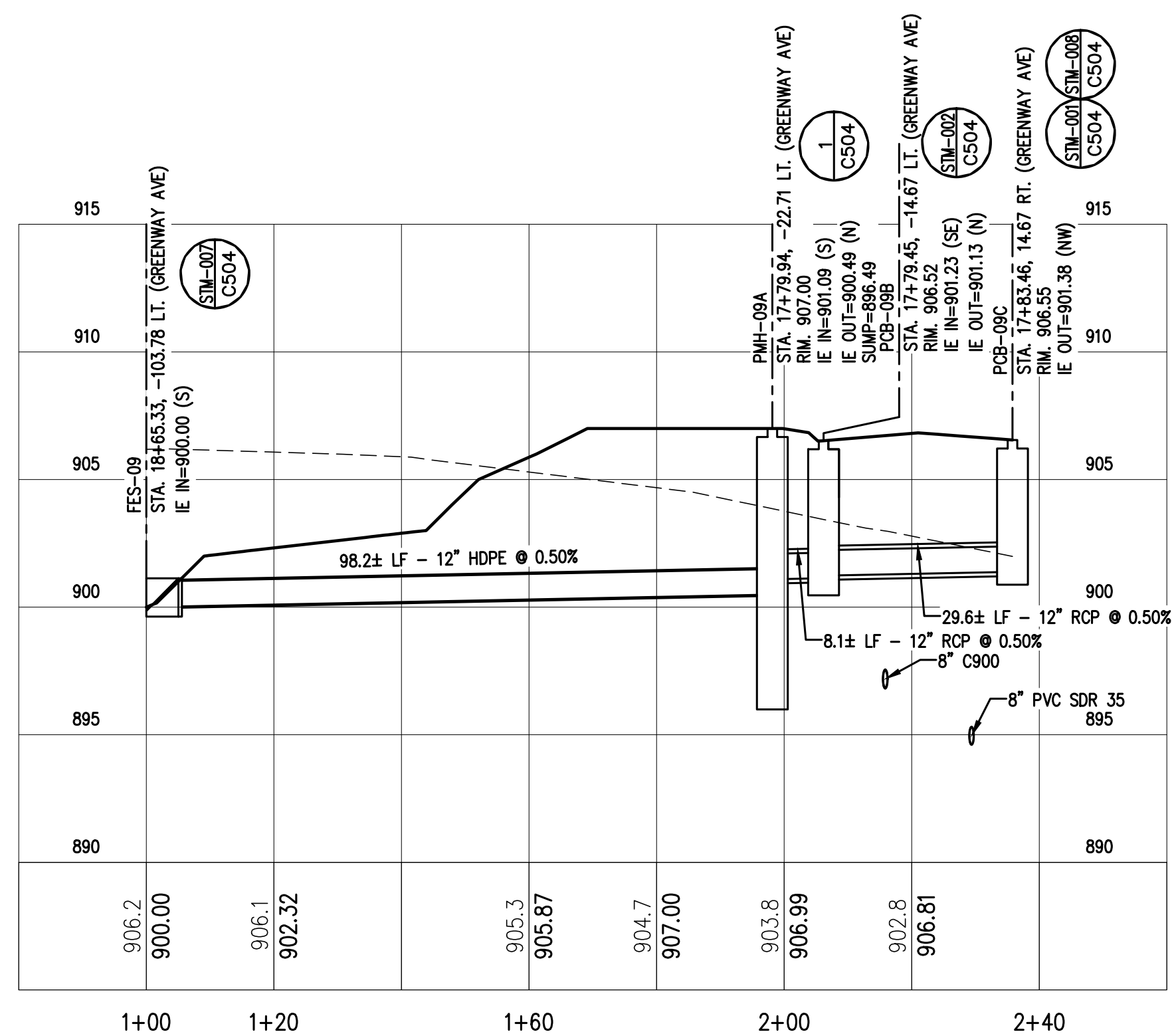
GREENWAY AVE STORM



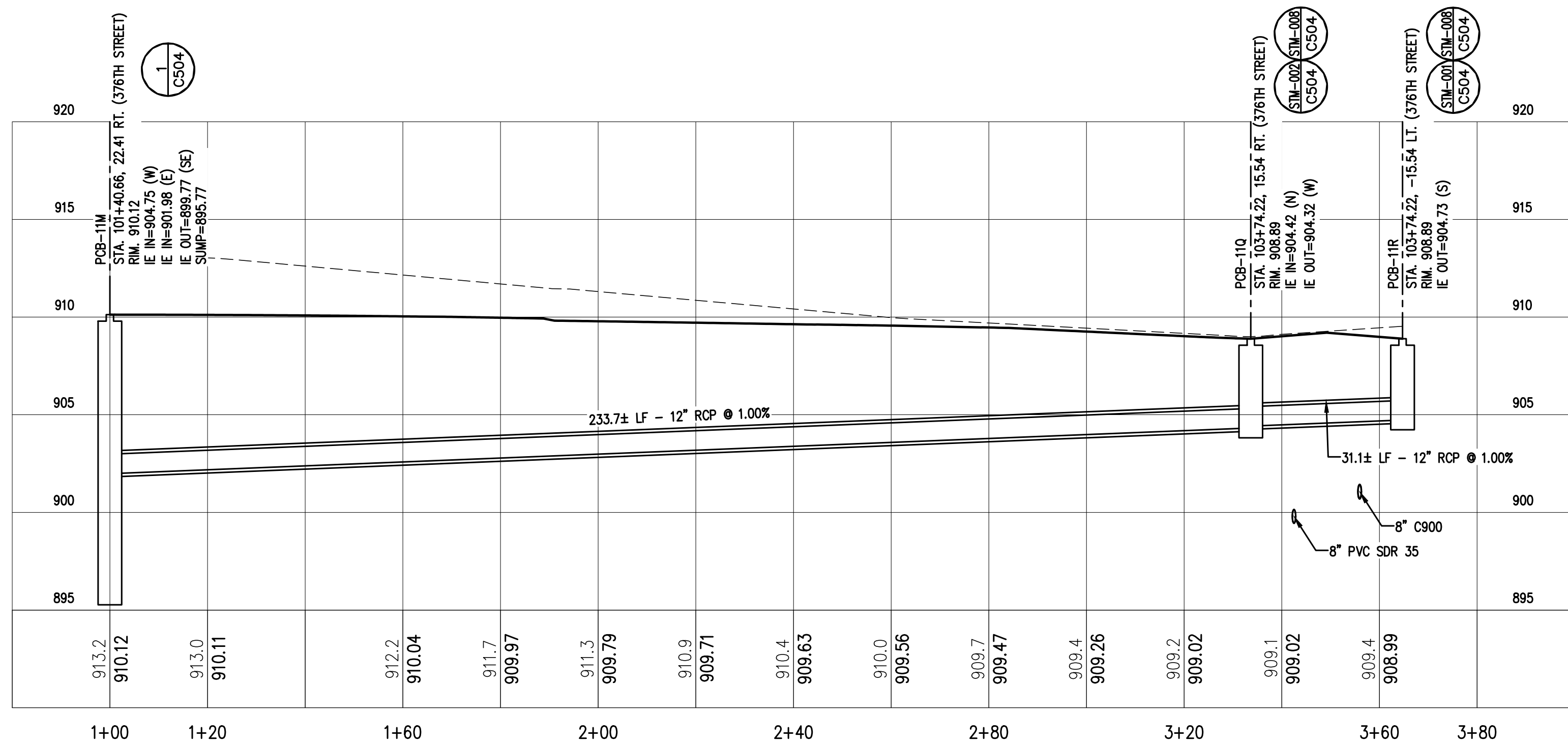
GREENWAY AVE STORM



376TH STREET STORM



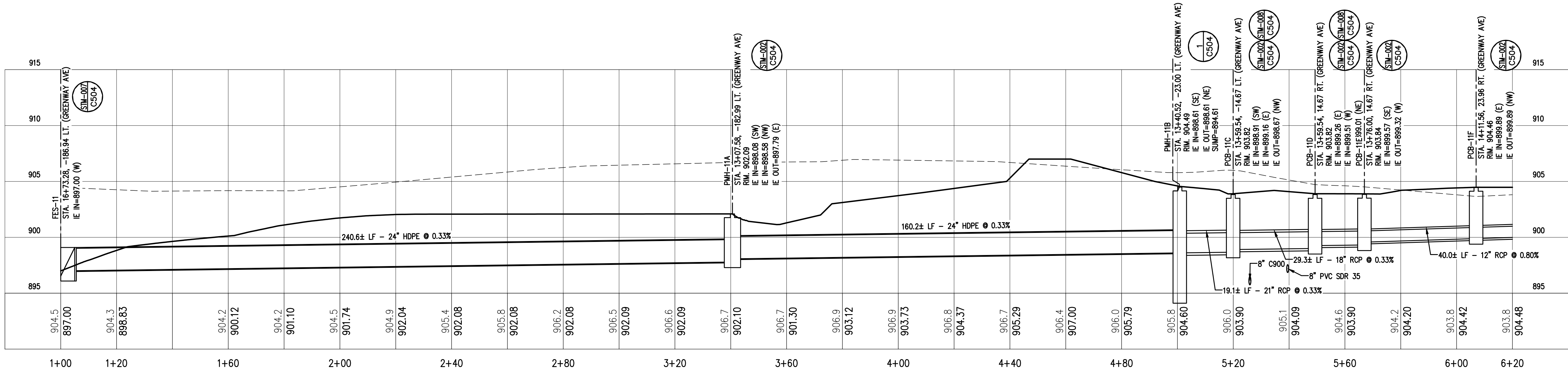
GREENWAY AVE STORM



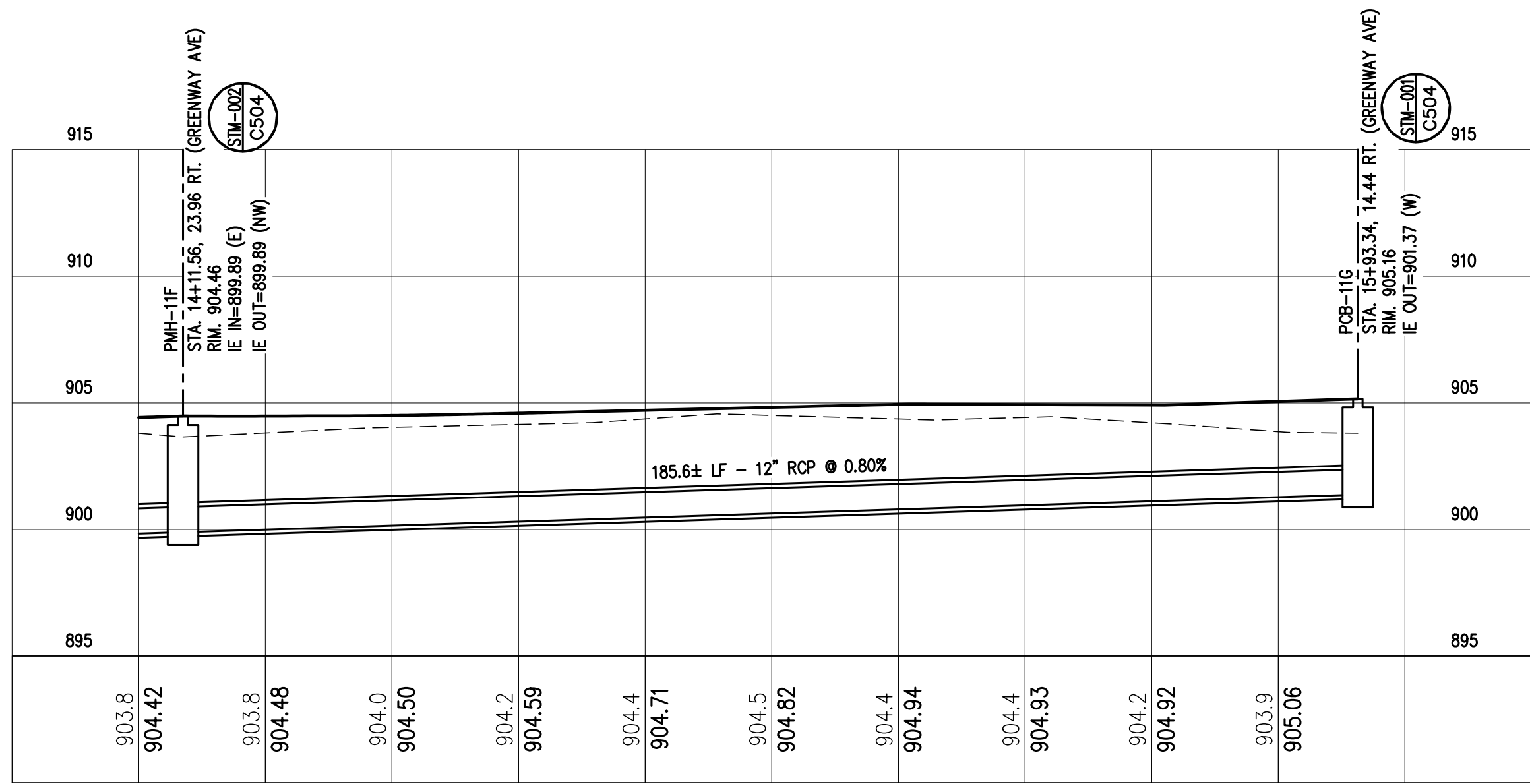
376TH STREET STORM

2 12/20/2024 FINAL PLAT RE-SUBMITTAL 1 12/9/2024 FINAL PLAT SUBMITTAL NO DATE ISSUED FOR			CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056		 COPYRIGHT 2022 BY LHB, INC. 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 ALL RIGHTS RESERVED.		PRELIMINARY NOT FOR CONSTRUCTION 11/15/2021 		CHECK BY: AFB DRAWN BY: DPG		PROJECT #: 210538		STORM PROFILES FOX RUN PHASE II NORTH BRANCH, MN		SHEET C321	
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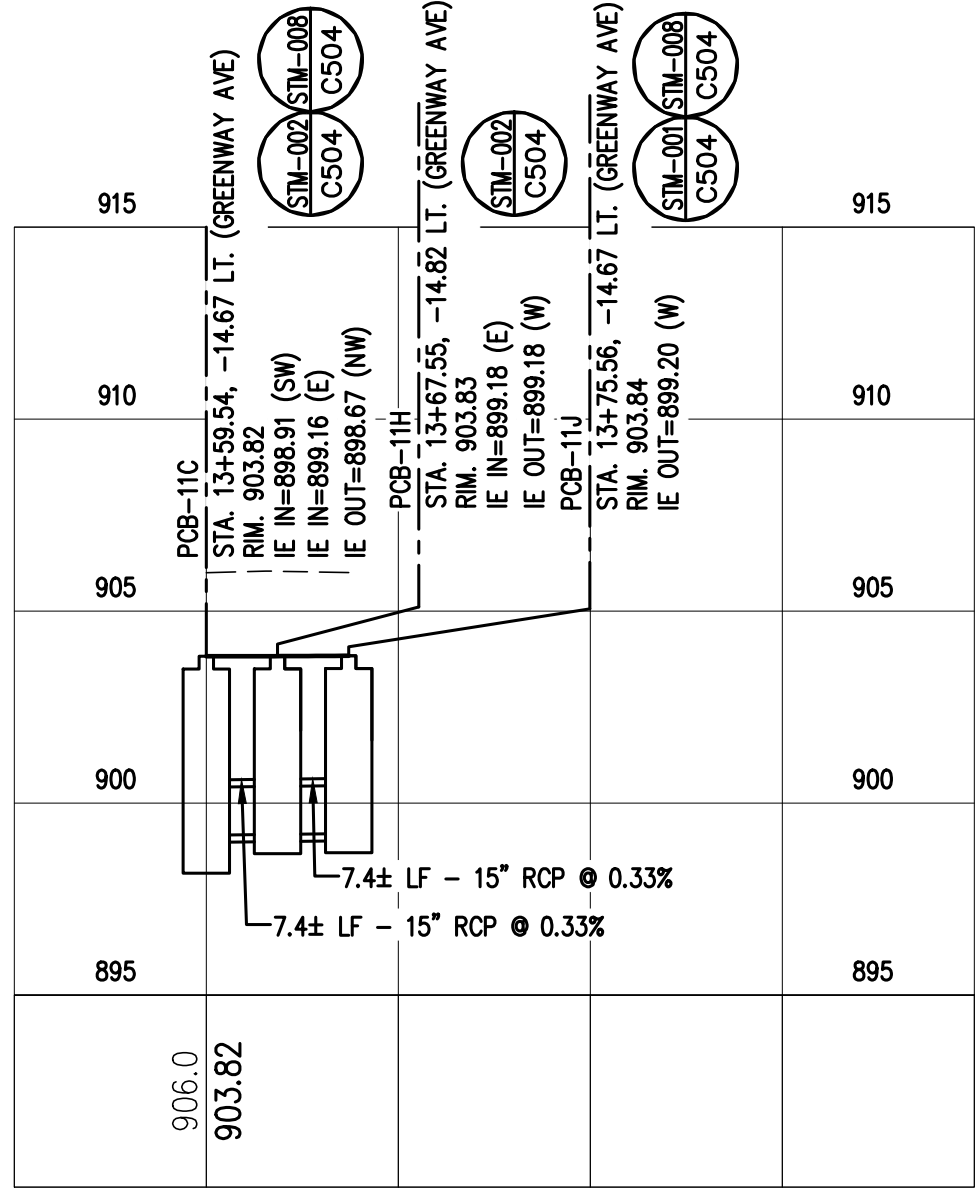
121053800 Drawings\01538 C32 STORM PROFILE.dwg



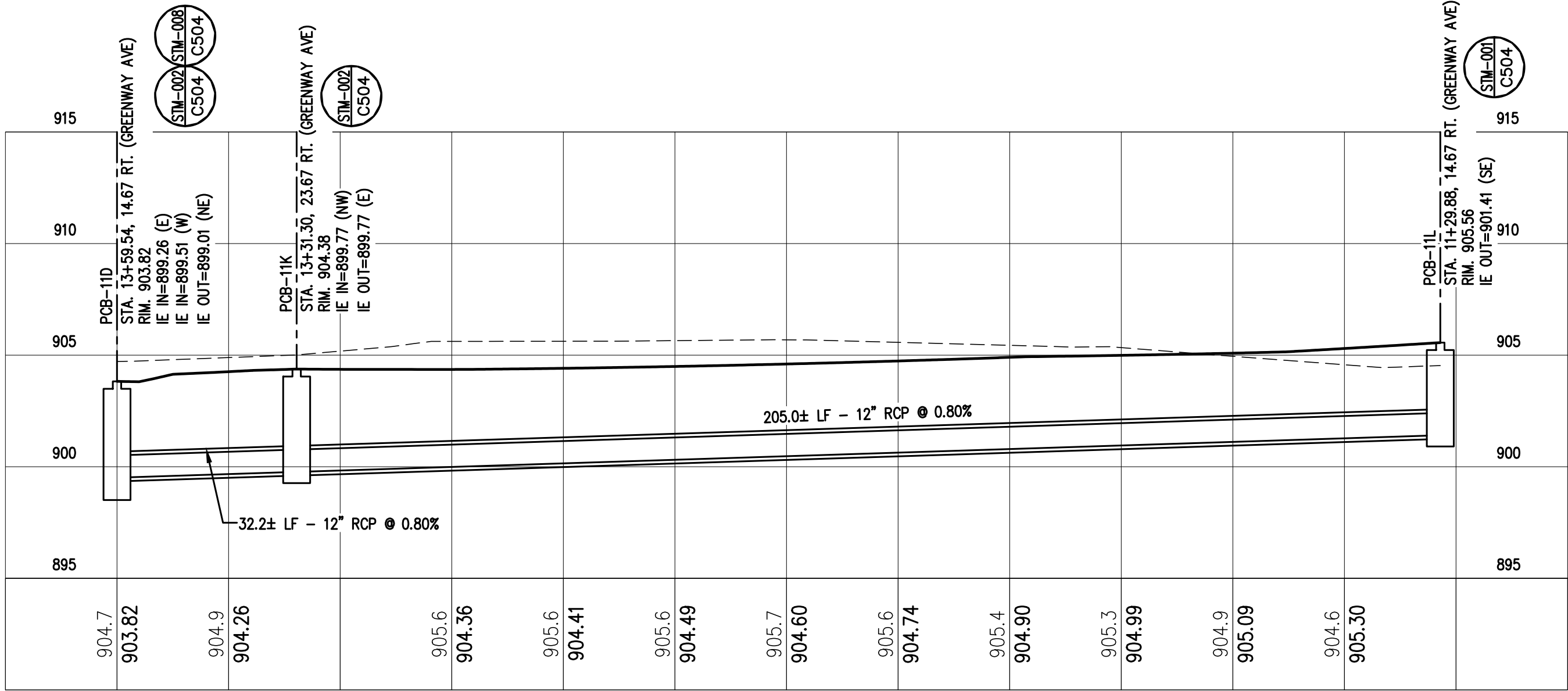
GREENWAY AVE STORM



GREENWAY AVE STORM



GREENWAY AVE STORM



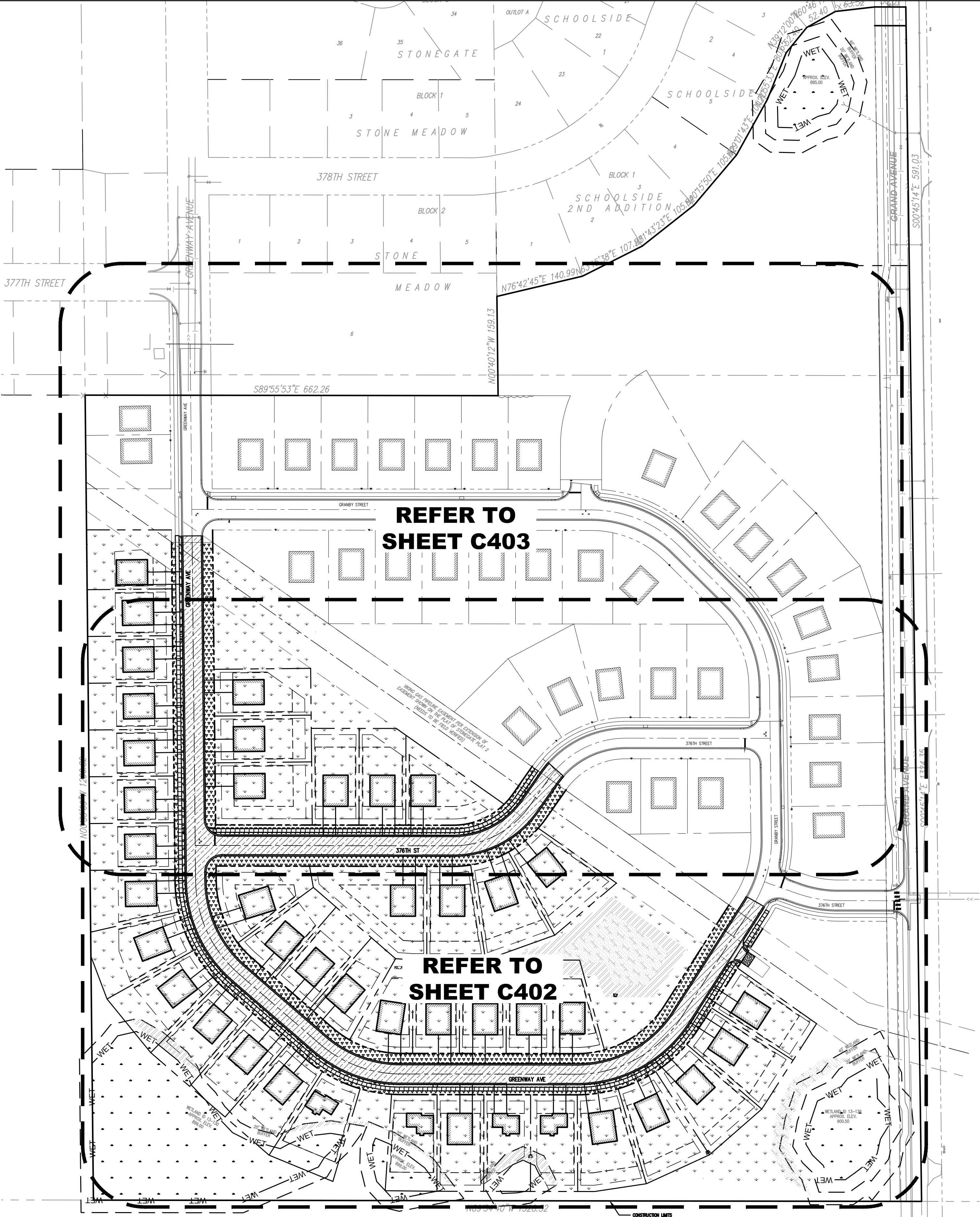
GREENWAY AVE STORM

ALIGNMENT B STORM

			CLIENT:		GRAPHIC HOMES				PRELIMINARY NOT FOR CONSTRUCTION 11/15/2021		CHECK BY: AFB		PROJECT #:		STORM PROFILES		SHEET	
2	12/20/2024	FINAL PLAT RE-SUBMITTAL	38814 3RD AVENUE								DRAWN BY: DPG		210538		FOX RUN PHASE II		C322	
1	12/9/2024	FINAL PLAT SUBMITTAL	NORTH BRANCH, MN 55056				701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 ALL RIGHTS RESERVED.								NORTH BRANCH, MN			
NO	DATE	ISSUED FOR																

SURFACING NOTES

1. PREVENT FORM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRE-CONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. ADJUST ALL CASTINGS, VALVE BOXES AND JUNCTION BOXES TO FINISH GRADE.
3. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT CONCRETE OR BITUMINOUS SURFACES.
4. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON-WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.
5. SAW CUT ALL EXISTING PAVEMENTS ADJACENT TO PROPOSED PAVEMENTS ALONG A NEAT LINE AND FULL DEPTH. SAW CUT ALL EXISTING CONCRETE PAVEMENTS OR CURBS AT THE NEAREST EXISTING JOINT.
6. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO BACK OF CURB.
7. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.
8. PLACE EXPANSION JOINTS AT 60 FEET INTERVALS ALONG CONCRETE WALK.
9. STRIPING SHALL CONFORM TO THE MUTCD, CURRENT EDITION.
10. REFER TO RDW-009/C502 FOR SIGN POST INSTALLATION SEE KEY NOTES FOR SIGN SCHEDULE.
11. THE LOCAL USPS GROWTH MANAGER OR DESIGNEE MUST APPROVE THE CLUSTER MAILBOX SITES AND EQUIPMENT.



2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL
NO	DATE	ISSUED FOR

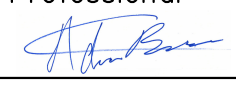
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NORTH BRANCH, MN 55056



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SIGNATURE: 

TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 12/09/2024

CHECK BY:
AFB

DRAWN BY:
DPG

PROJECT #:

210538

0 50' 100' 200'

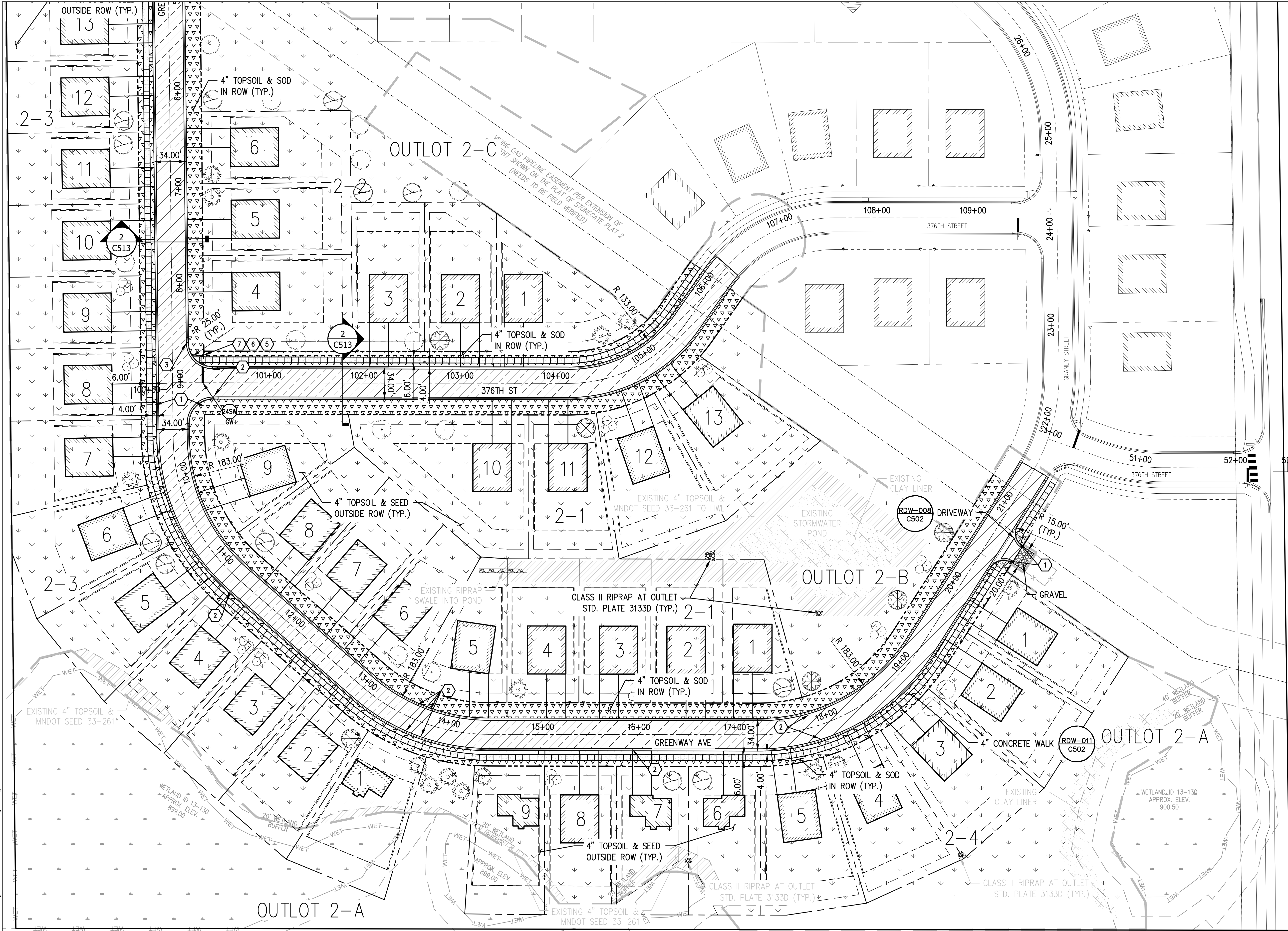


SURFACING & LAYOUT
INDEX PLAN

FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET
C401



SHEET NOTES

1. REFER TO SHEET C401 FOR SURFACING NOTES.

LEGEND

- CONSTRUCTION LIMITS
- LOT LINES
- SETBACK
- EASEMENT
- CURB & GUTTER
- BITUMINOUS PAVEMENT
- GRAVEL
- 4" CONCRETE WALK
- 4" TOPSOIL & SOD
- 4" TOPSOIL & SEED
- 4" TOPSOIL & MNDOT SEED 33-261
- CLAY LINER
- RIP RAP
- EXISTING WETLAND
- SIGN
- DETECTABLE WARNING
- TREE, NIC

STRIPING LEGEND

- CONSTRUCTION LIMITS
- CROSSWALK BLOCK
- PAVEMENT MESSAGE

STRIPING KEY

CIRCLE-MULTICOMP	SQUARE-PREF TAPE
TRIANGLE-PAINT	OCTAGON-PREF THERMO

1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S - SOLID B - BROKEN T - DOTTED D - DOUBLE K - DOUBLE BROKEN H - DOUBLE DOTTED	3RD DIGIT COLOR W - WHITE Y - YELLOW B - BLUE
------------------------------------	---	---

G=GROUND IN
C=CONTRAST

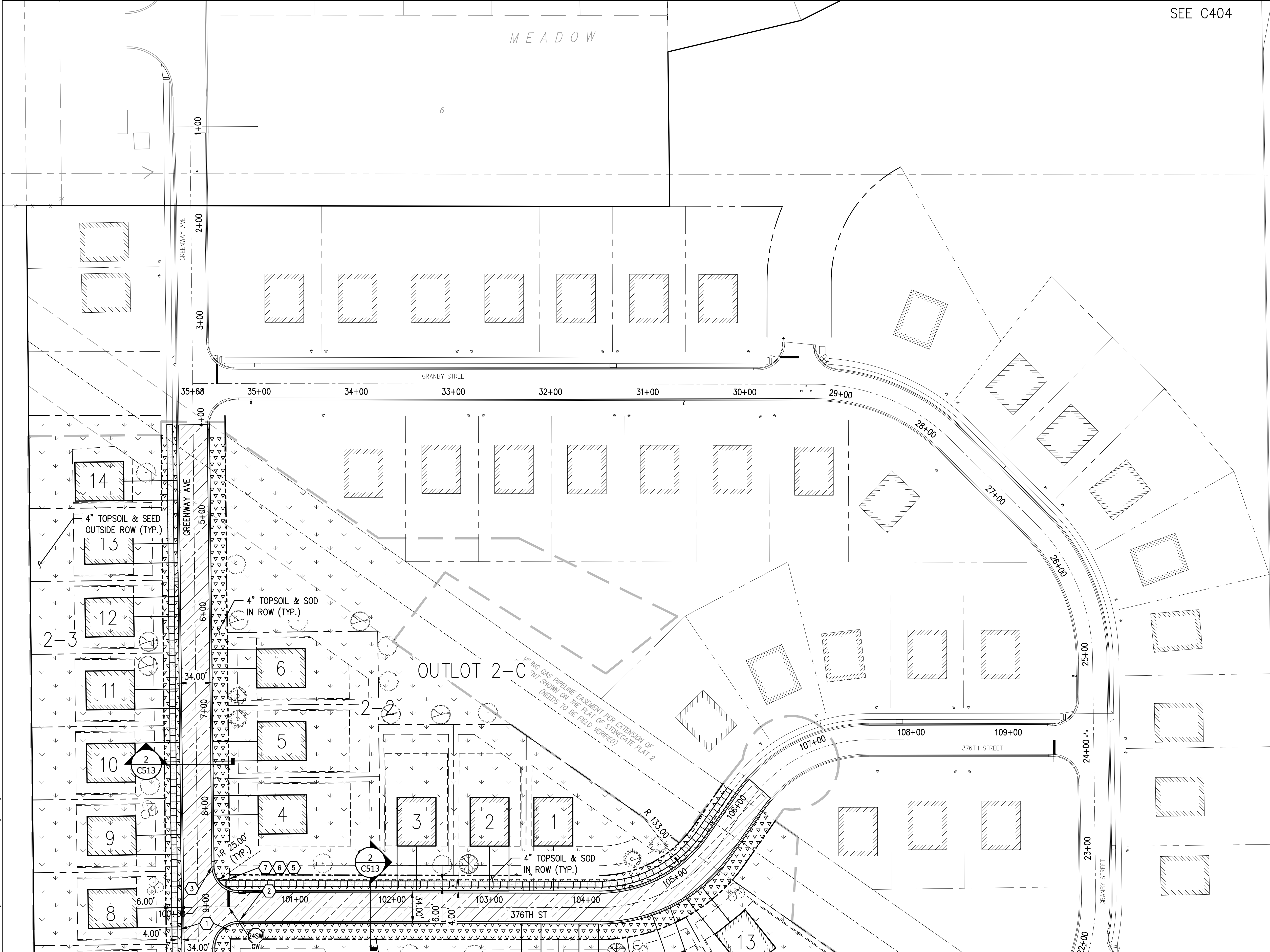
W=WET REFLECTIVE
E=ENHANCED SKID RESISTANCE

EXAMPLE: = 4" SOLID WHITE LATEX GROUND IN, CONTRAST, WET REFLECTIVE

SHEET KEY NOTES

- PROVIDE ADA PEDESTRIAN CURB RAMP IN ACCORDANCE WITH MNDOT STD PLAN 5-297.250
- TRANSITION TO B618 CURB & GUTTER AT CATCH BASIN.
- TRANSITION TO B618 CURB & GUTTER THROUGH INTERSECTION RADIUS.
- LIGHT POLE BY CITY.
- PROVIDE SIGN R1-1 "STOP"
- PROVIDE SIGN "GREENWAY AVE"
- PROVIDE SIGN "376TH ST"

21053800 Drawings\CH\PHASE II\210538 C402 Surfacing Plan.dwg			CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056		 LHB COPYRIGHT 2022 BY LHB, INC. 201 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 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: AFB	PROJECT #: 210538	0 25' 50' 100'		SURFACING & LAYOUT PLAN		SHEET C402						
<table><tr><td>2</td><td>12/20/2024</td><td>FINAL PLAT RE-SUBMITTAL</td></tr><tr><td>1</td><td>12/9/2024</td><td>FINAL PLAT SUBMITTAL</td></tr><tr><td>NO</td><td>DATE</td><td>ISSUED FOR</td></tr></table>			2	12/20/2024		FINAL PLAT RE-SUBMITTAL	1	12/9/2024	FINAL PLAT SUBMITTAL	NO	DATE	ISSUED FOR	TYPED OR PRINTED NAME: ADAM BESSE		REG. NO.: 52597	DATE: 12/09/2024	DRAWN BY: DPG	FOX RUN PHASE II	NORTH BRANCH, MN	
2	12/20/2024	FINAL PLAT RE-SUBMITTAL																		
1	12/9/2024	FINAL PLAT SUBMITTAL																		
NO	DATE	ISSUED FOR																		



SEE C404

SHEET NOTES

1. REFER TO SHEET C401 FOR SURFACING NOTES.

LEGEND

- CONSTRUCTION LIMITS
- LOT LINES
- SETBACK
- EASEMENT
- CURB & GUTTER
- BITUMINOUS PAVEMENT
- GRAVEL
- 4" CONCRETE WALK
- 4" TOPSOIL & SOD
- 4" TOPSOIL & SEED
- 4" TOPSOIL & MNDOT SEED 33-261
- CLAY LINER
- RIP RAP
- EXISTING WETLAND
- SIGN
- DETECTABLE WARNING
- TREE, NIC

STRIPING LEGEND

- CONSTRUCTION LIMITS
- CROSSWALK BLOCK
- PAVEMENT MESSAGE

STRIPING KEY

Diagram showing striping key symbols and their meanings:

- CIRCLE-MULTICOMP
- TRIANGLE-PAINT
- SQUARE-PREF TAPE
- OCTAGON-PREF THERMO
- 1ST DIGIT WIDTH: 4", 8", ETC.
- 2ND DIGIT PATTERN: S - SOLID, B - BROKEN, T - DOTTED, K - DOUBLE BROKEN, H - DOUBLE DOTTED
- 3RD DIGIT COLOR: W - WHITE, Y - YELLOW, B - BLUE
- EXAMPLE: 4SW GCW = 4" SOLID WHITE LATEX GROUND IN, CONTRAST, WET REFLECTIVE

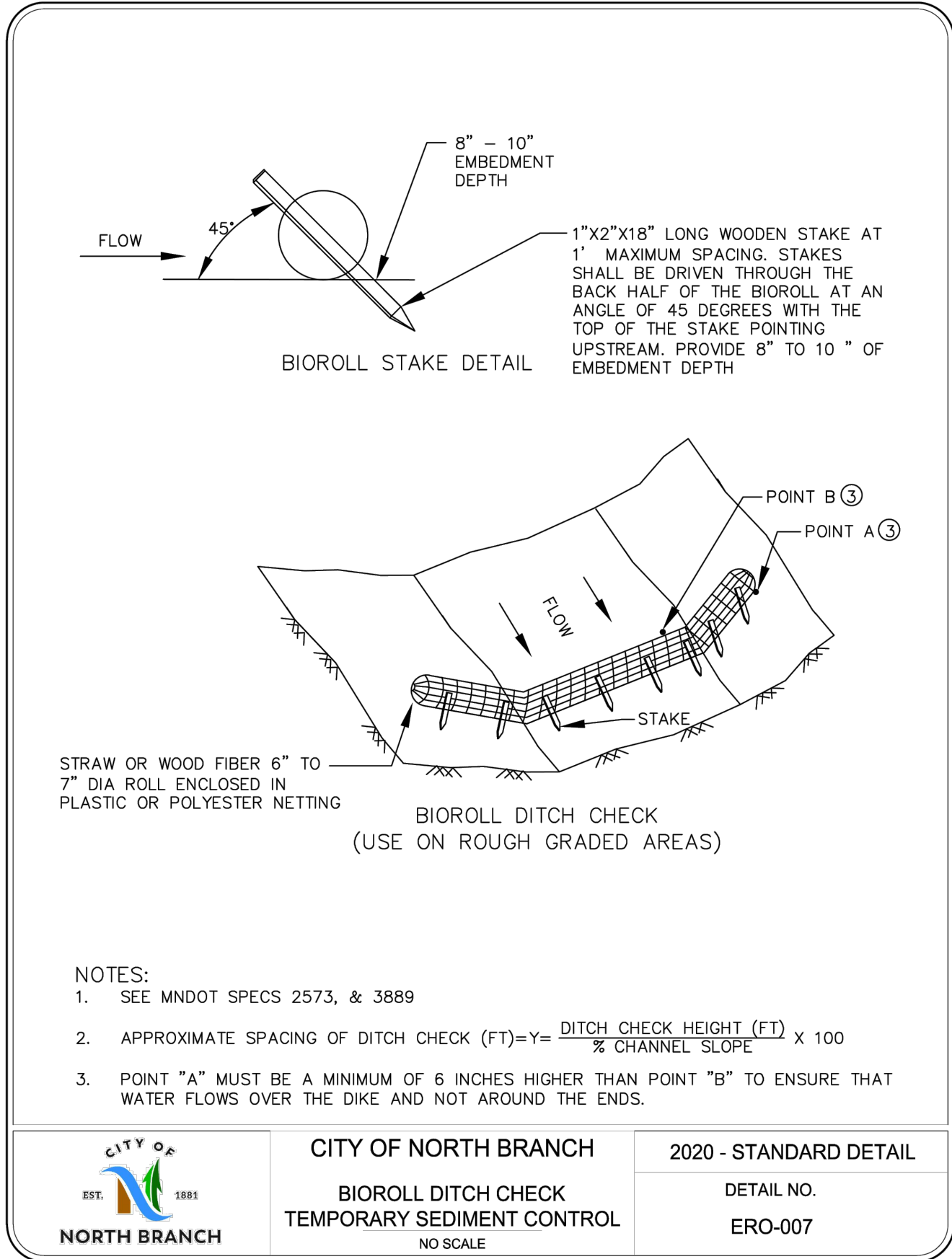
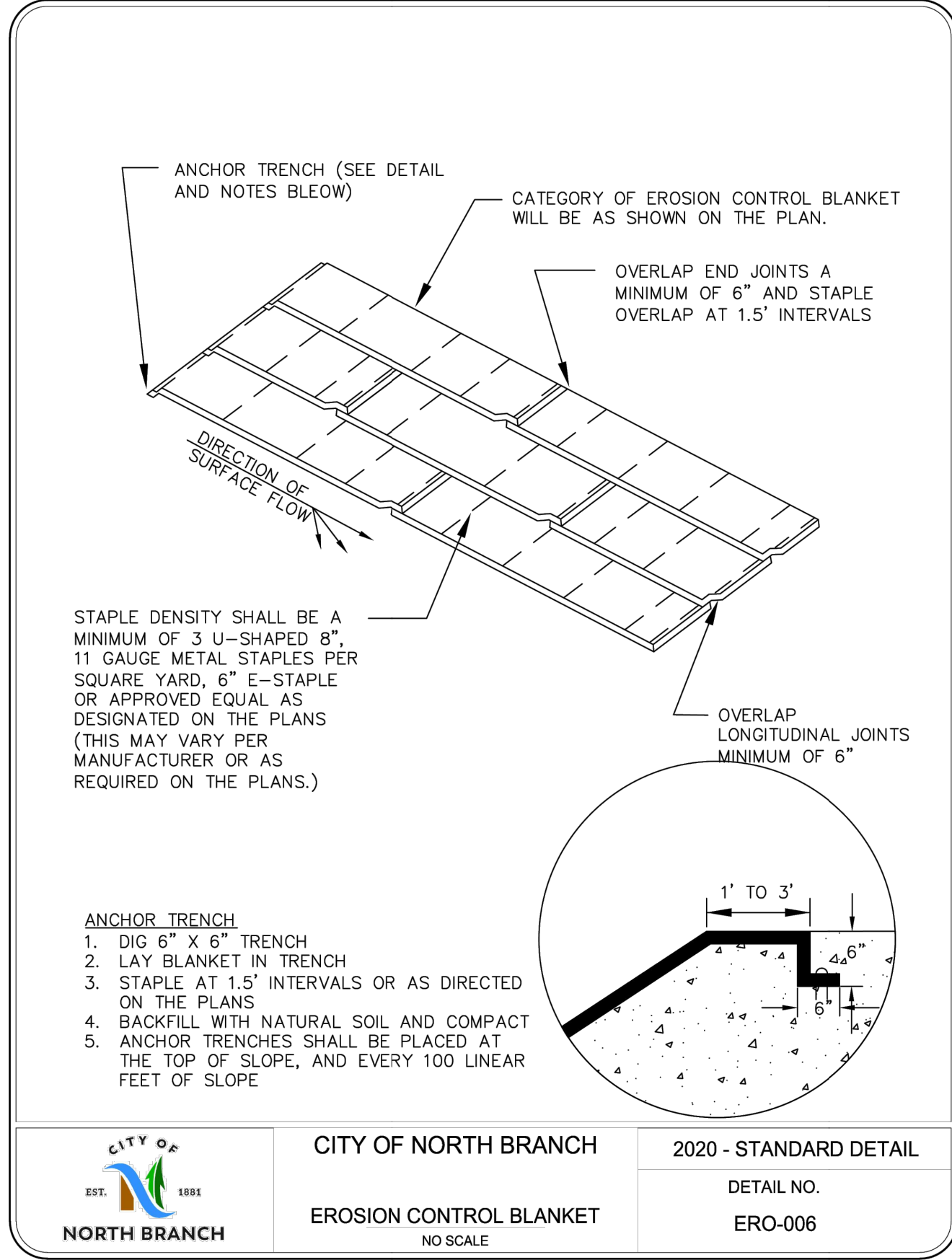
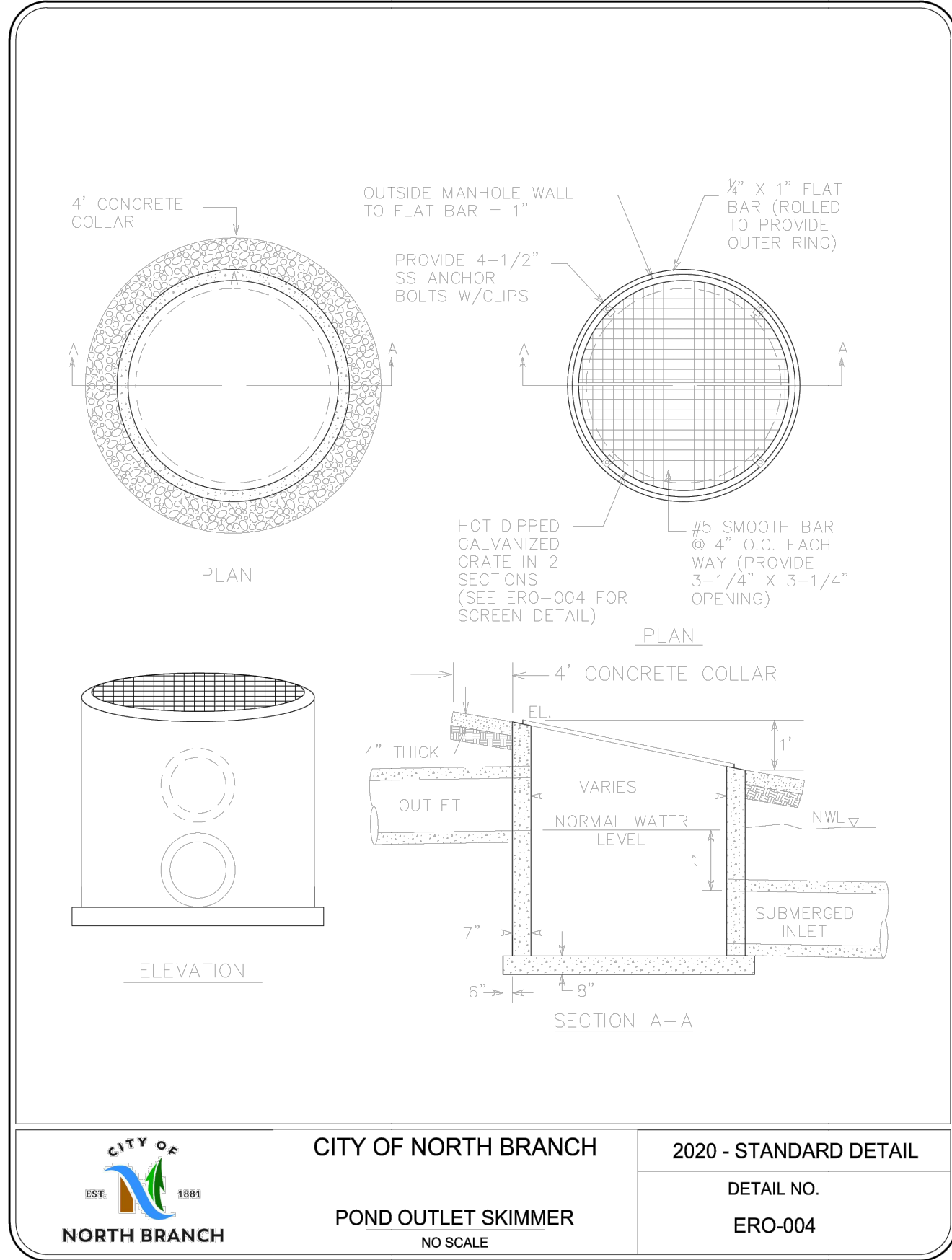
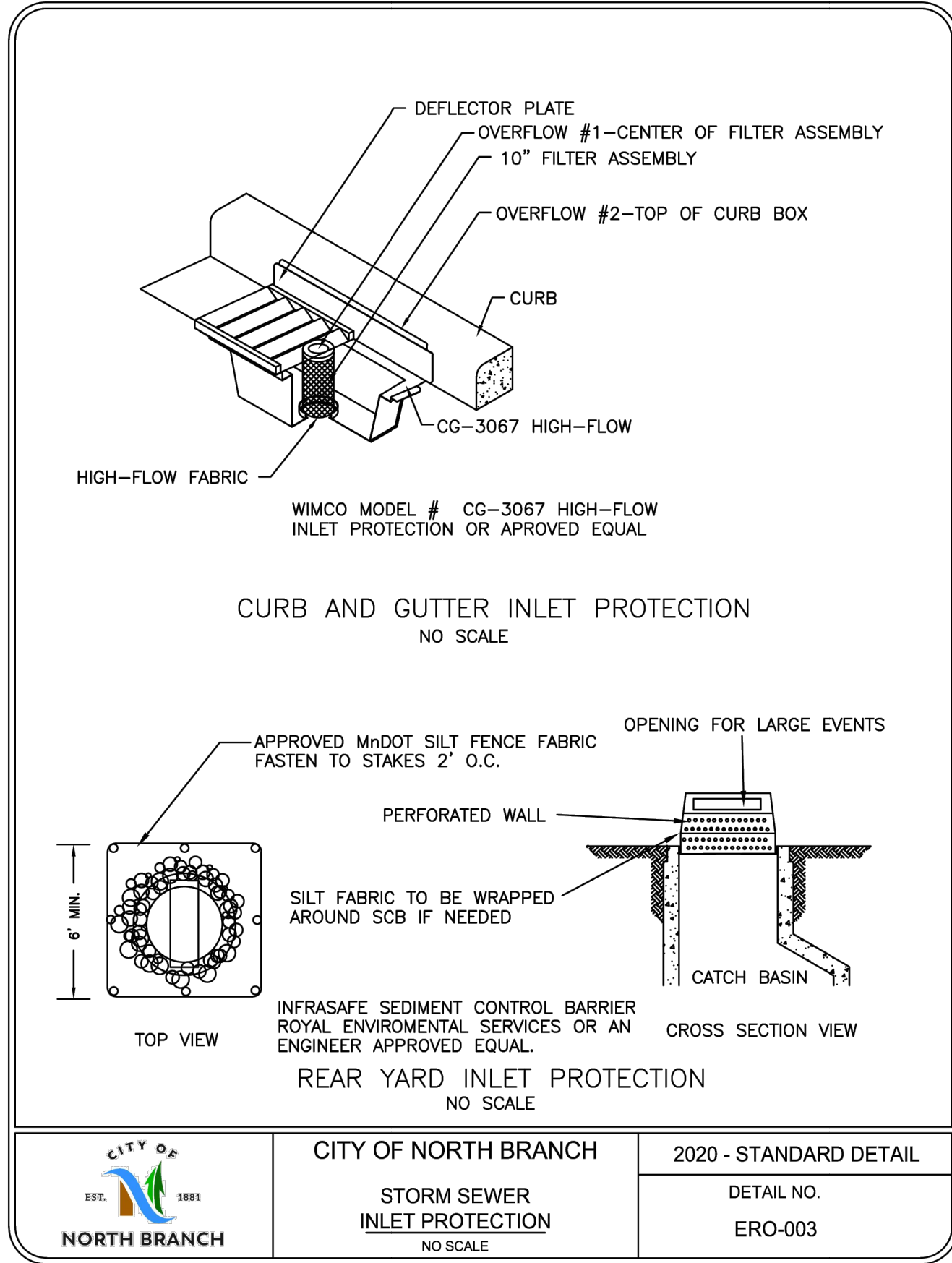
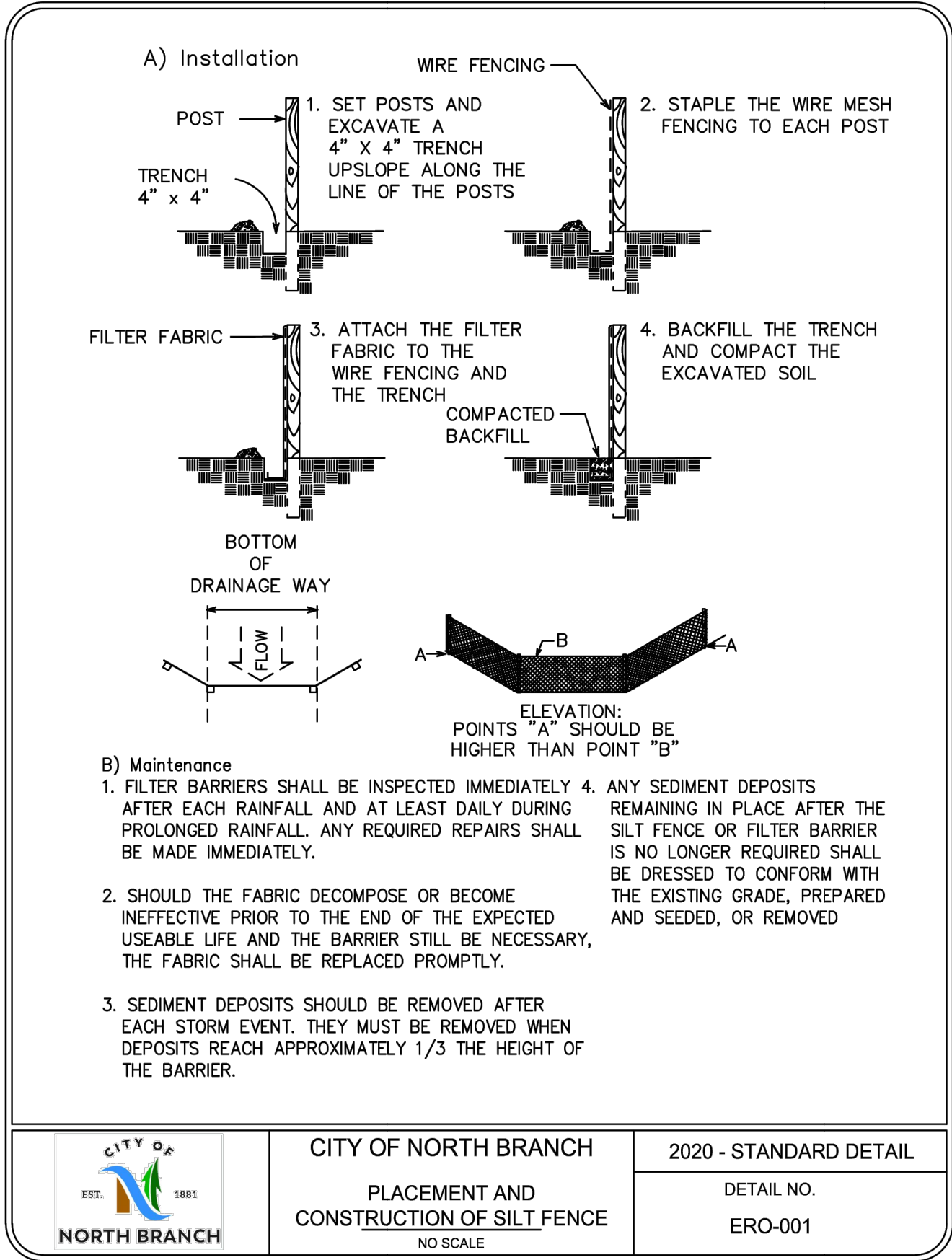
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- TRANSITION TO B618 CURB & GUTTER THROUGH INTERSECTION RADIUS.
- LIGHT POLE BY CITY.
- PROVIDE SIGN R1-1 "STOP"
- PROVIDE SIGN "GREENWAY AVE"
- PROVIDE SIGN "376TH ST"

1210538500 Drawings\PHASE II\210538 C402 Surfacing Plan.dwg

210538500 Drawings\PHASE II\210538 C402 Surfacing Plan.dwg			CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056		LHB COPYRIGHT 2022 BY LHB, INC. 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 ALL RIGHTS RESERVED.		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: 12/09/2024		CHECK BY: AFB DRAWN BY: DPG		PROJECT #: 210538 0 25' 50' 100'		SURFACING & LAYOUT PLAN FOX RUN PHASE II NORTH BRANCH, MN		SHEET C403	
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1210538-000 Drawings\CMIP\PHASE II\210538 CSD1 CITY DETAILS.dwg



2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL
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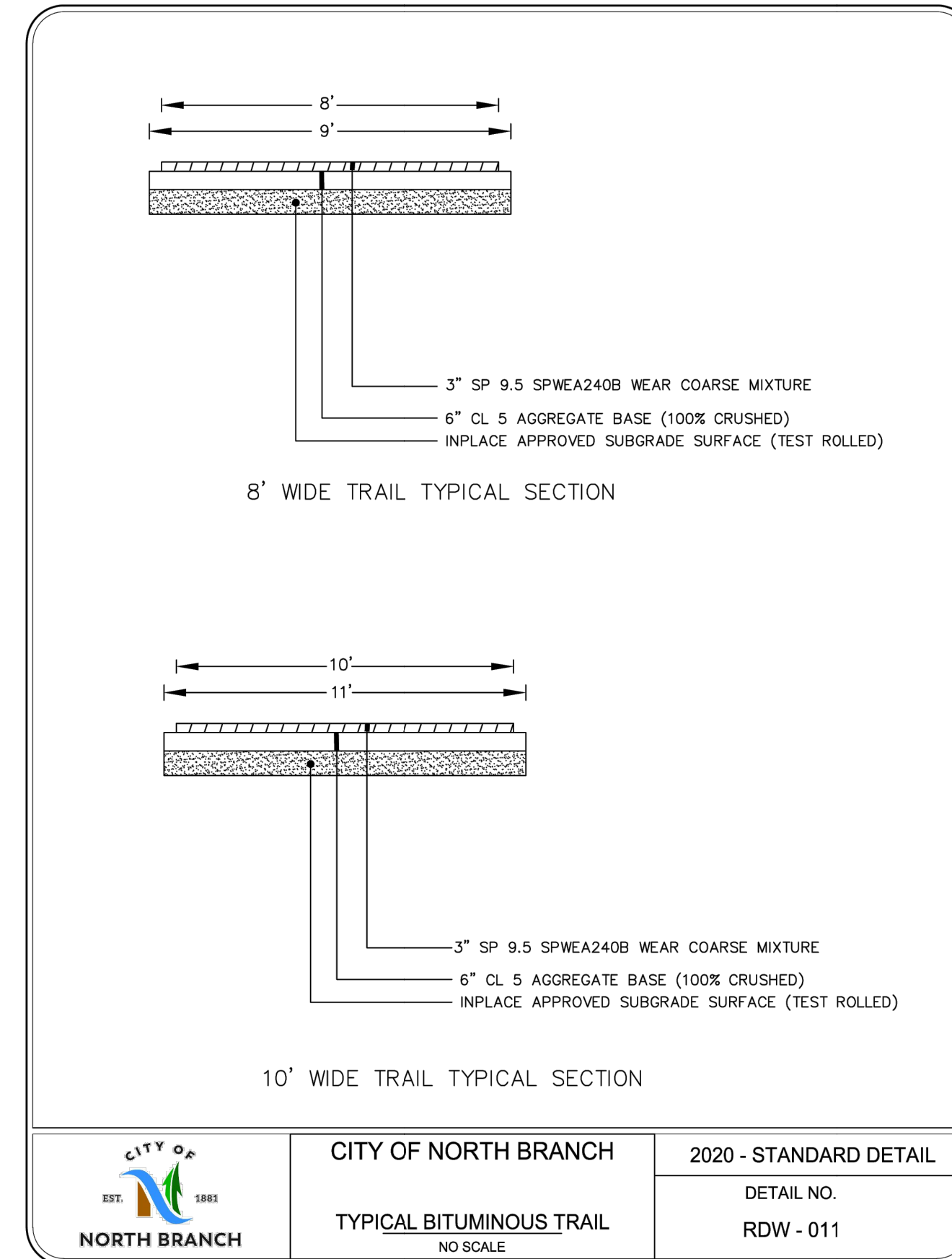
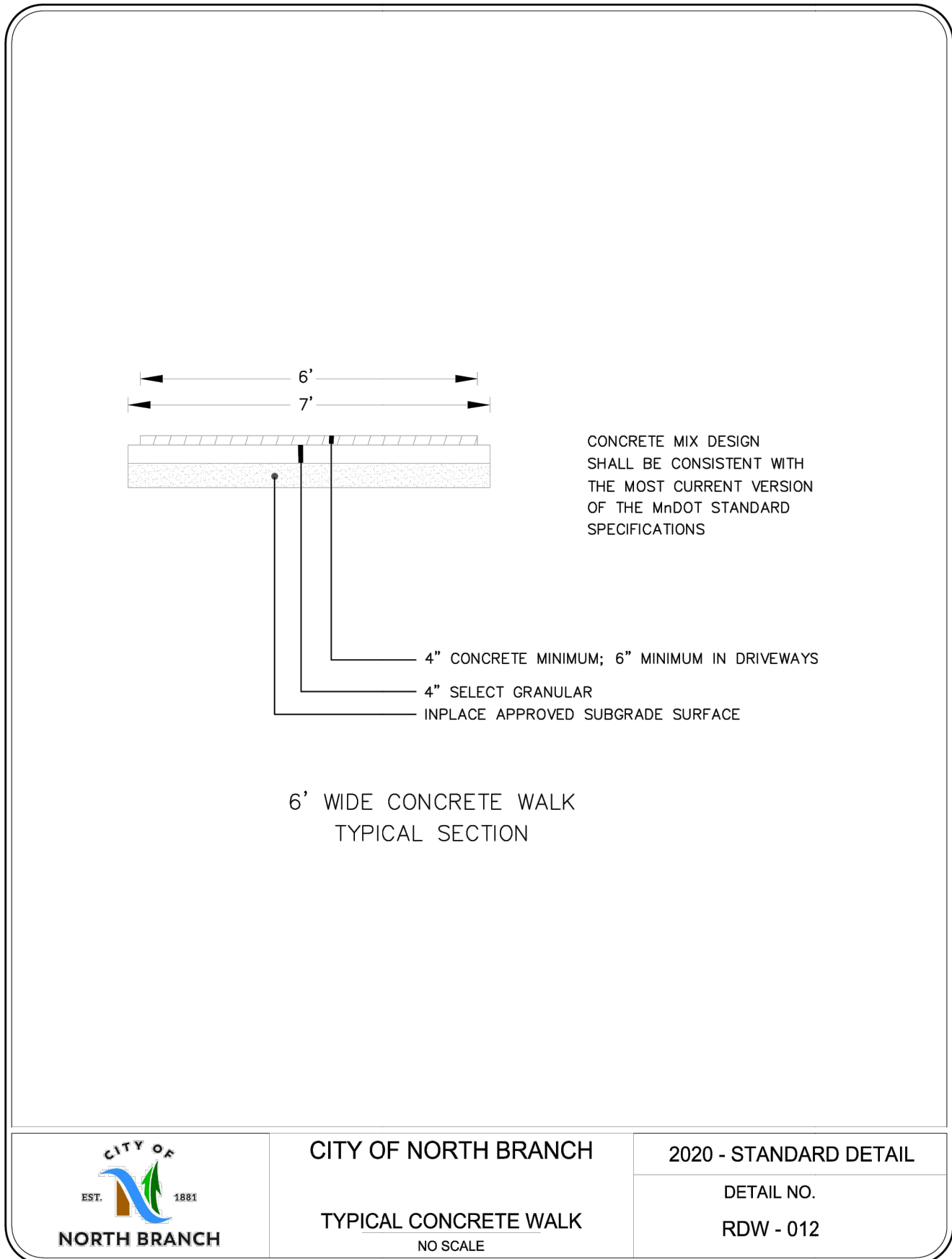
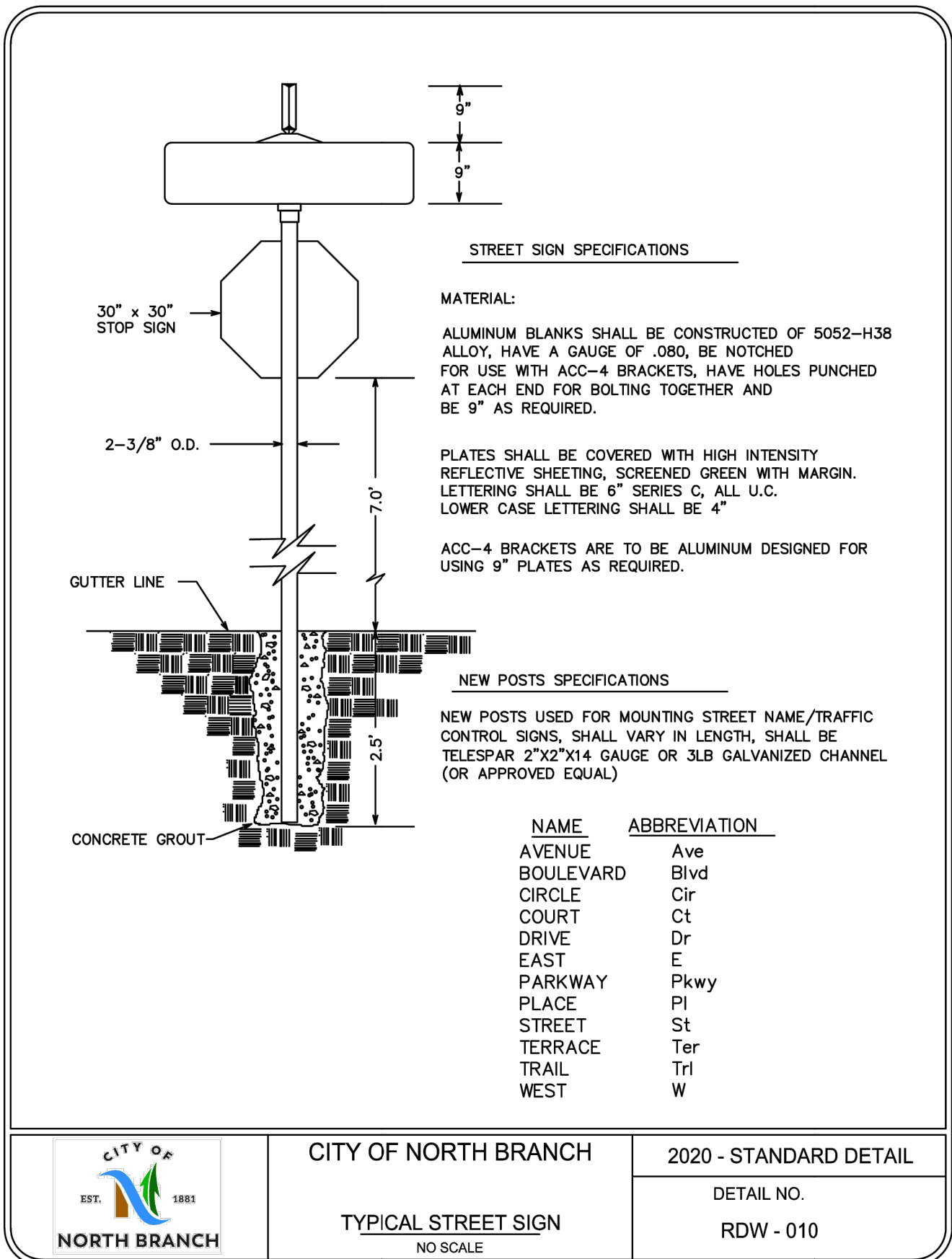
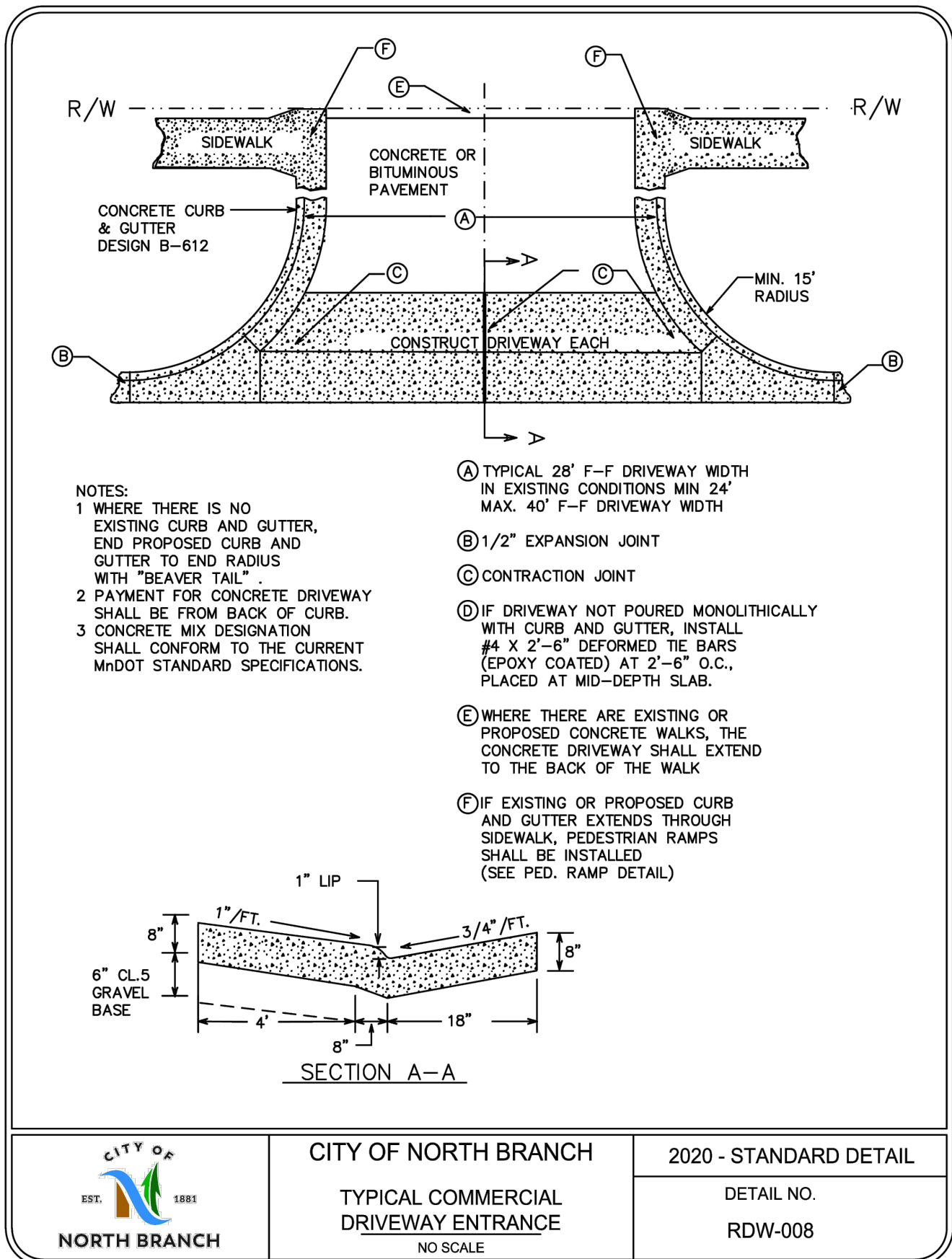
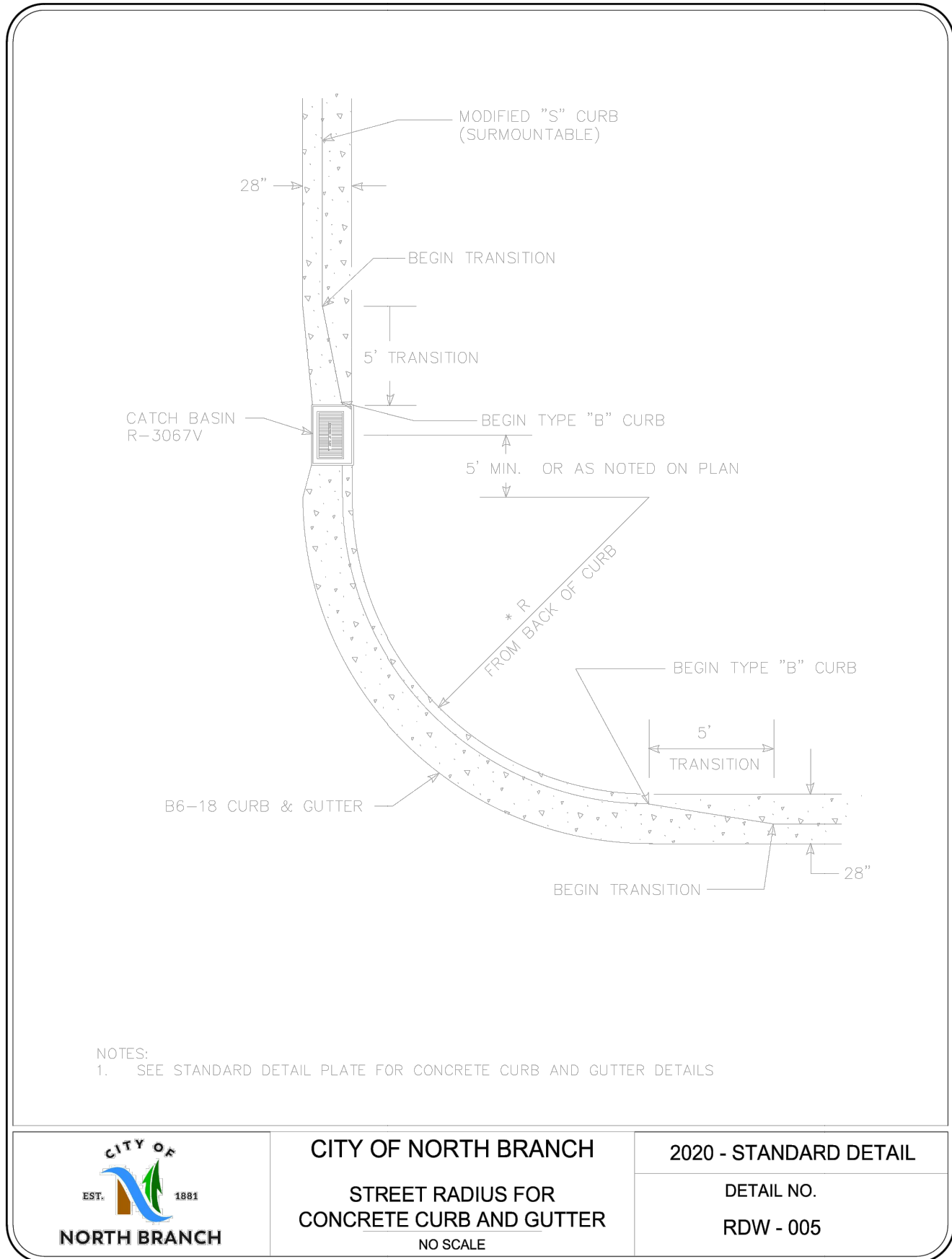
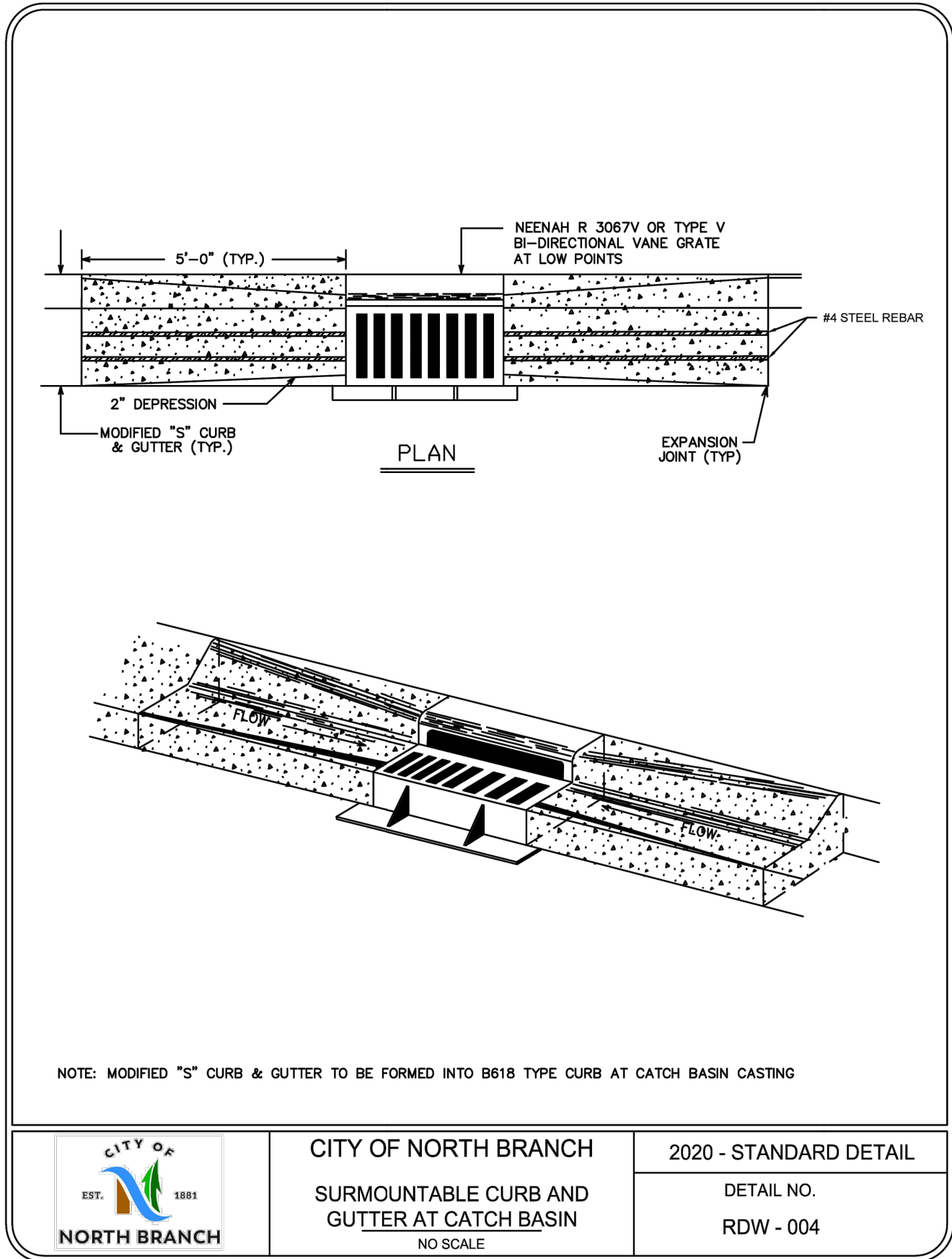
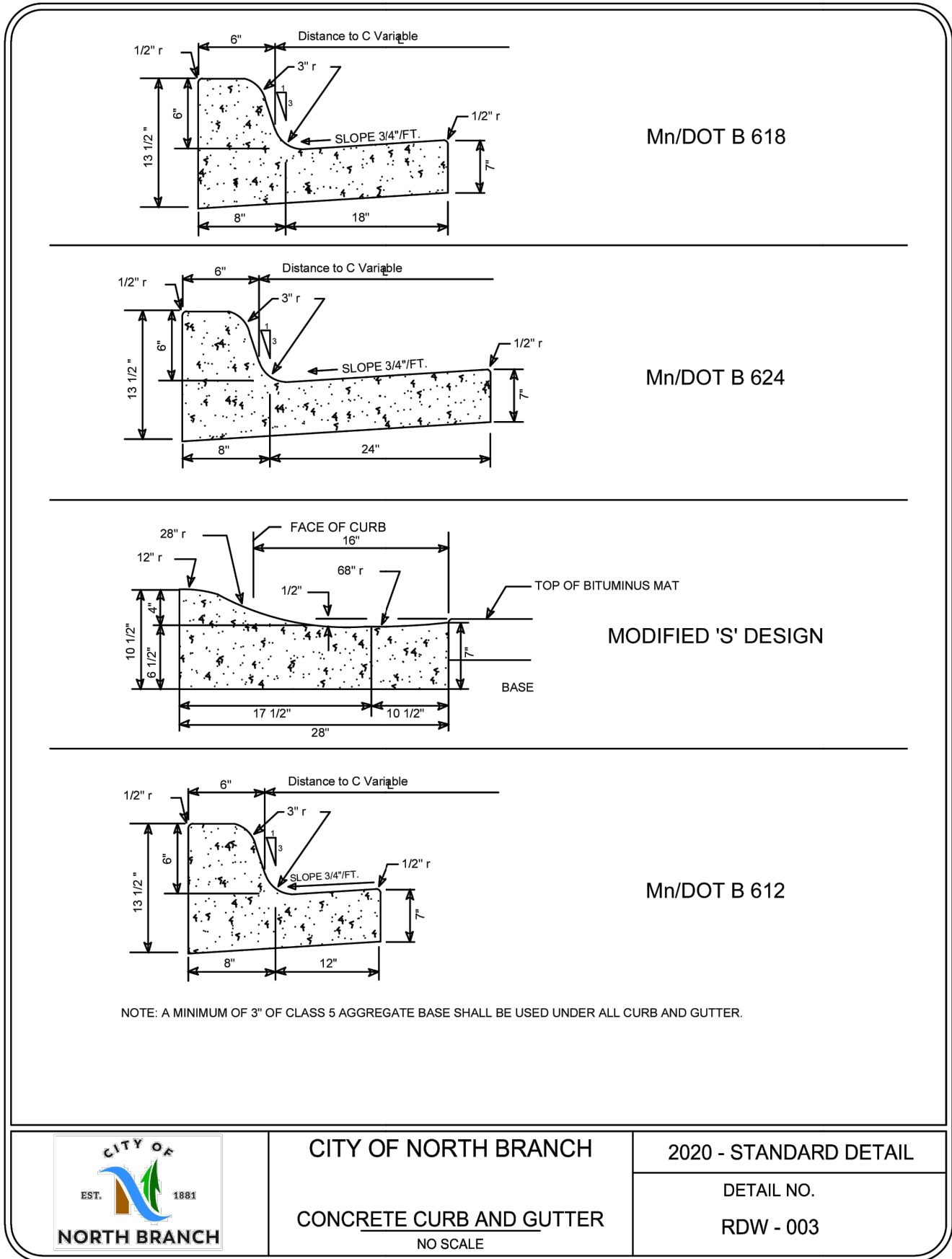
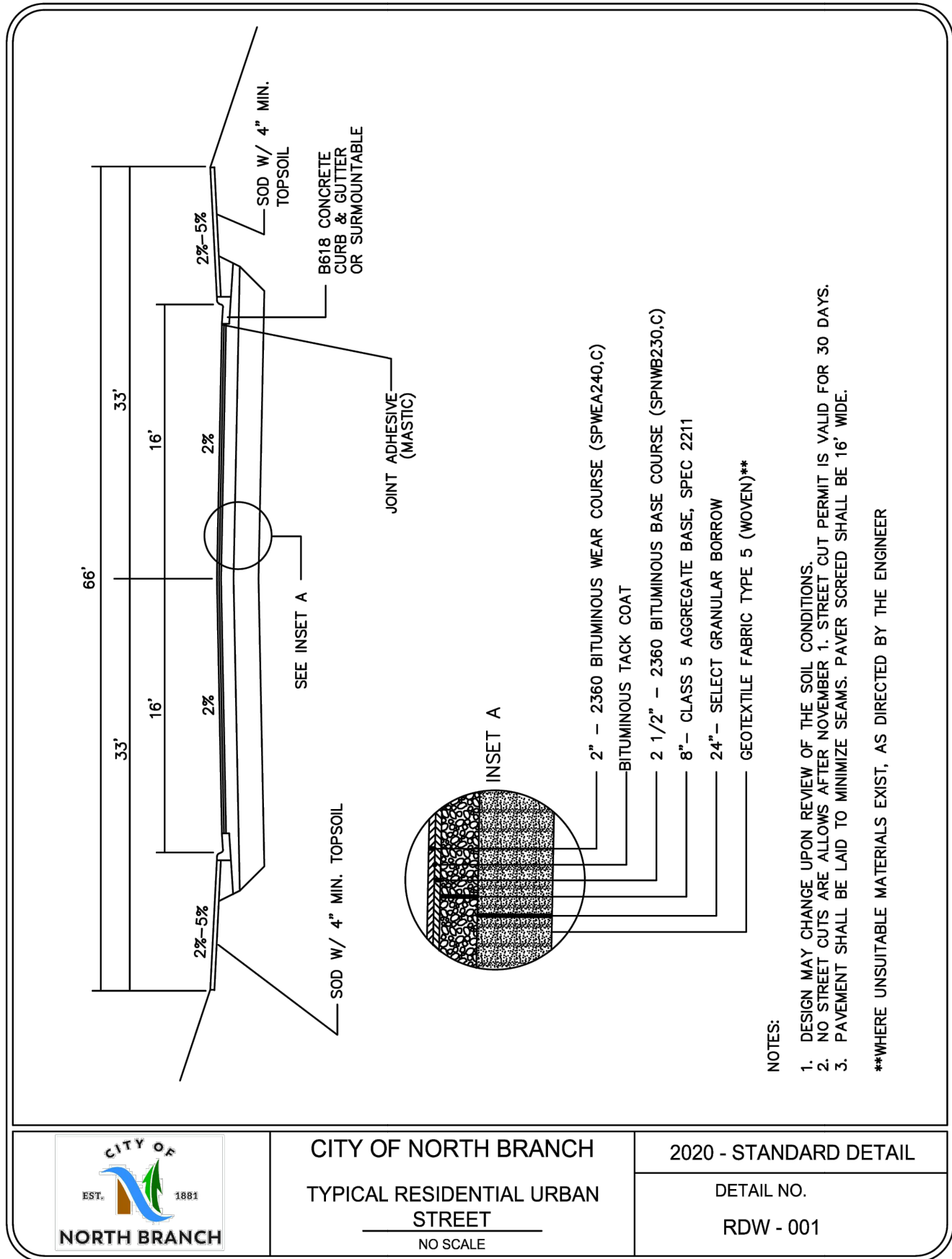
I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
SIGNATURE: *Adam Besse*
TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 12/09/2024

CHECK BY:
AFB
DRAWN BY:
DPG

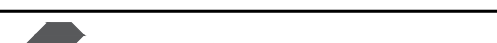
PROJECT #:
210538

CITY STANDARD DTEAILS
FOX RUN
PHASE II
NORTH BRANCH, MN

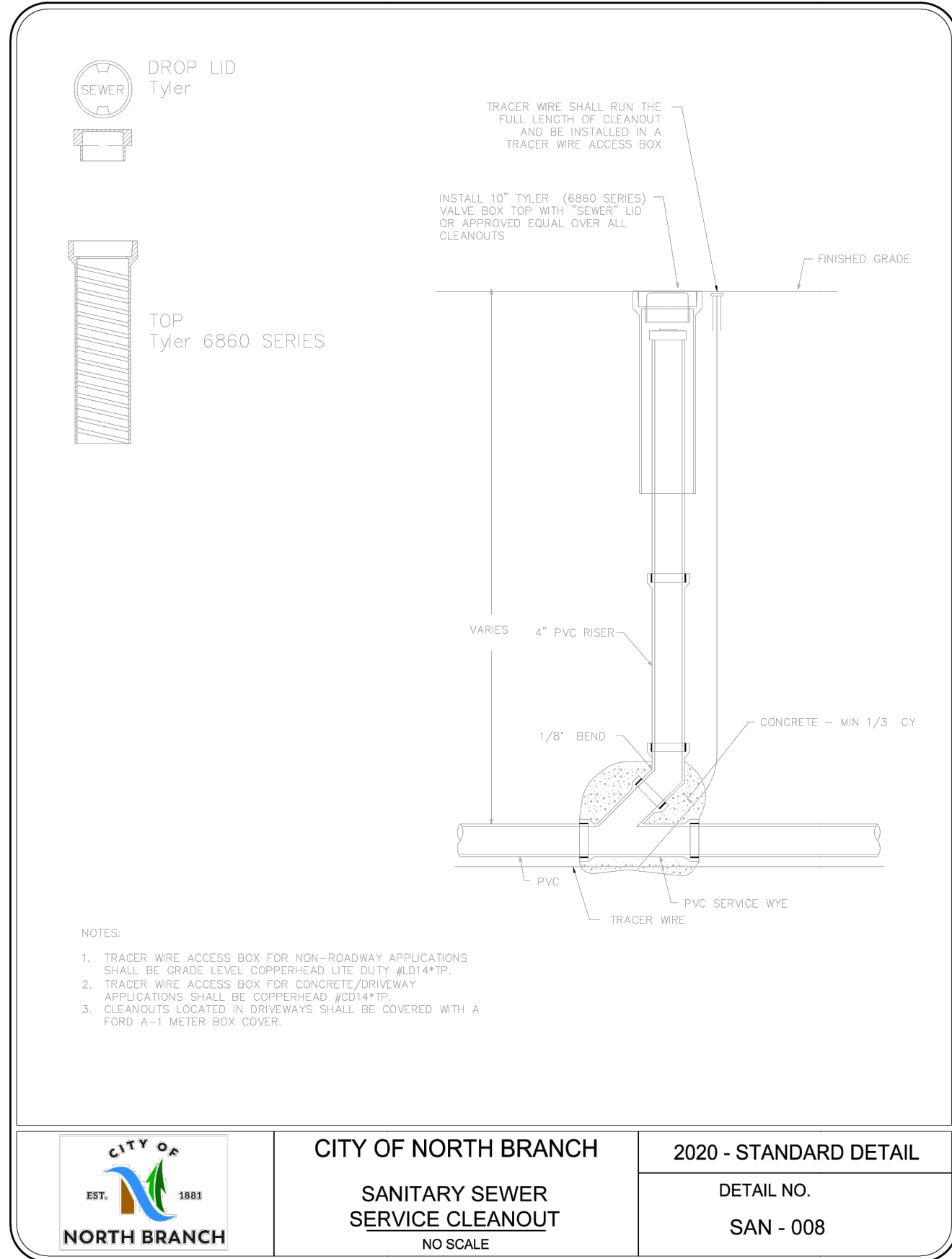
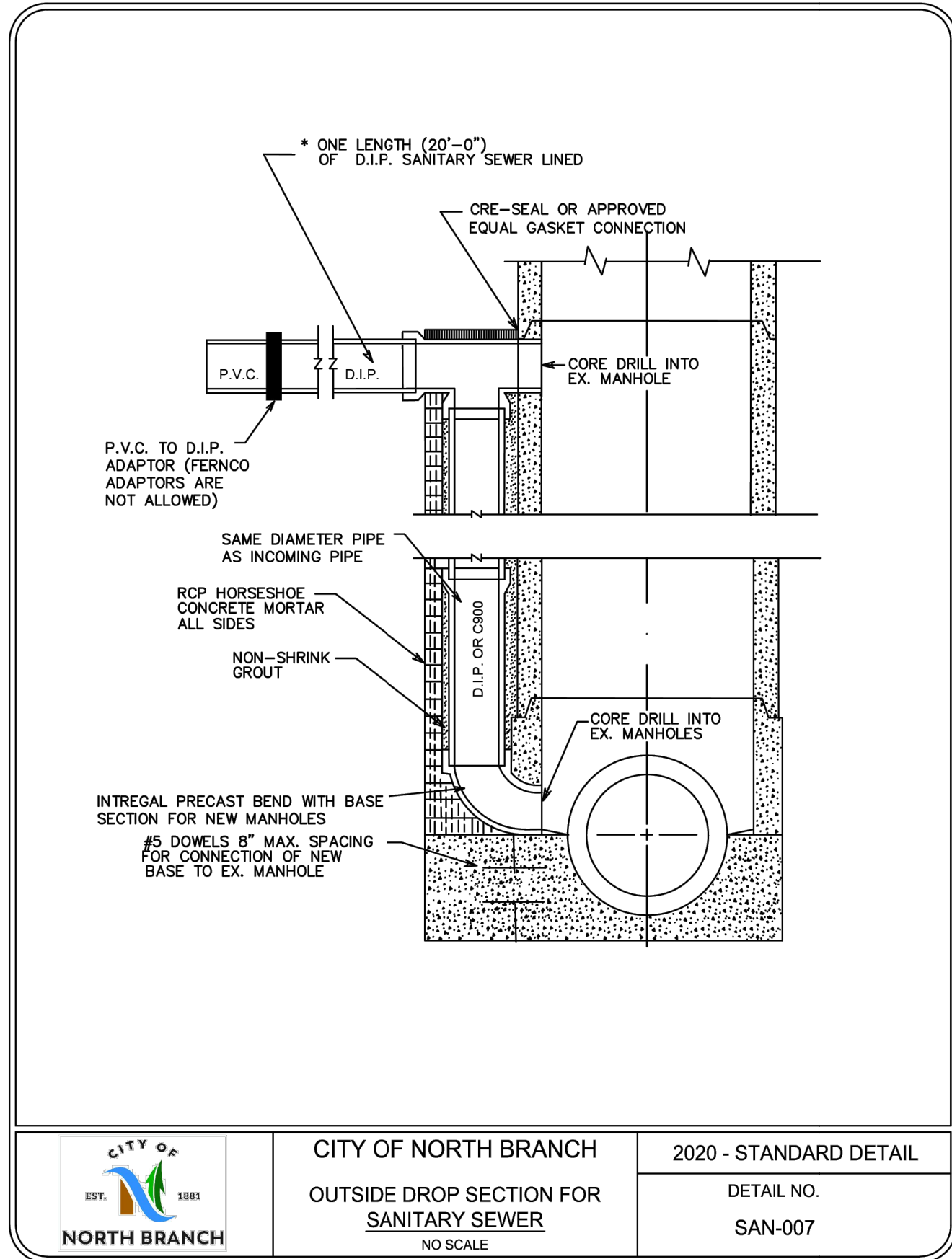
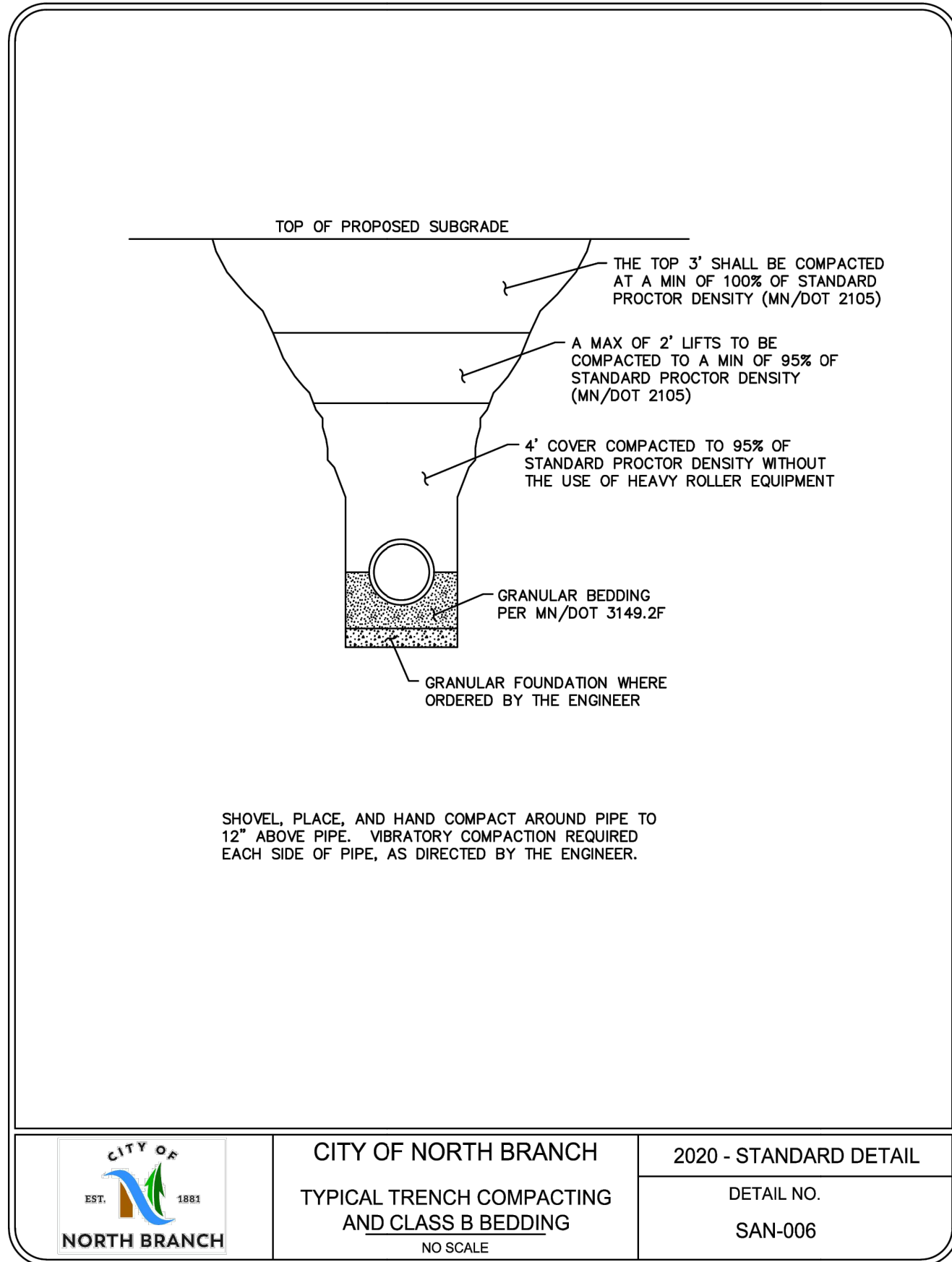
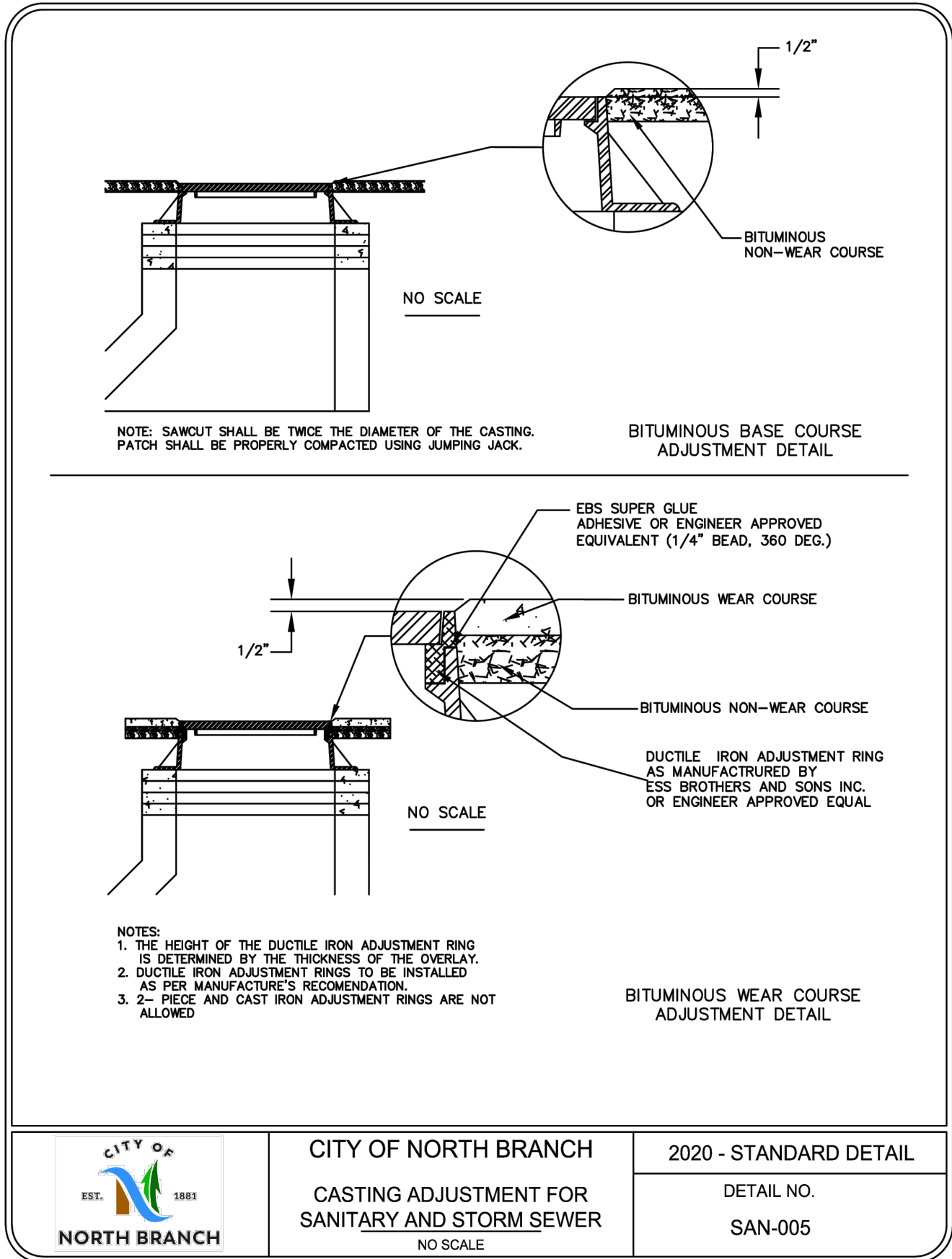
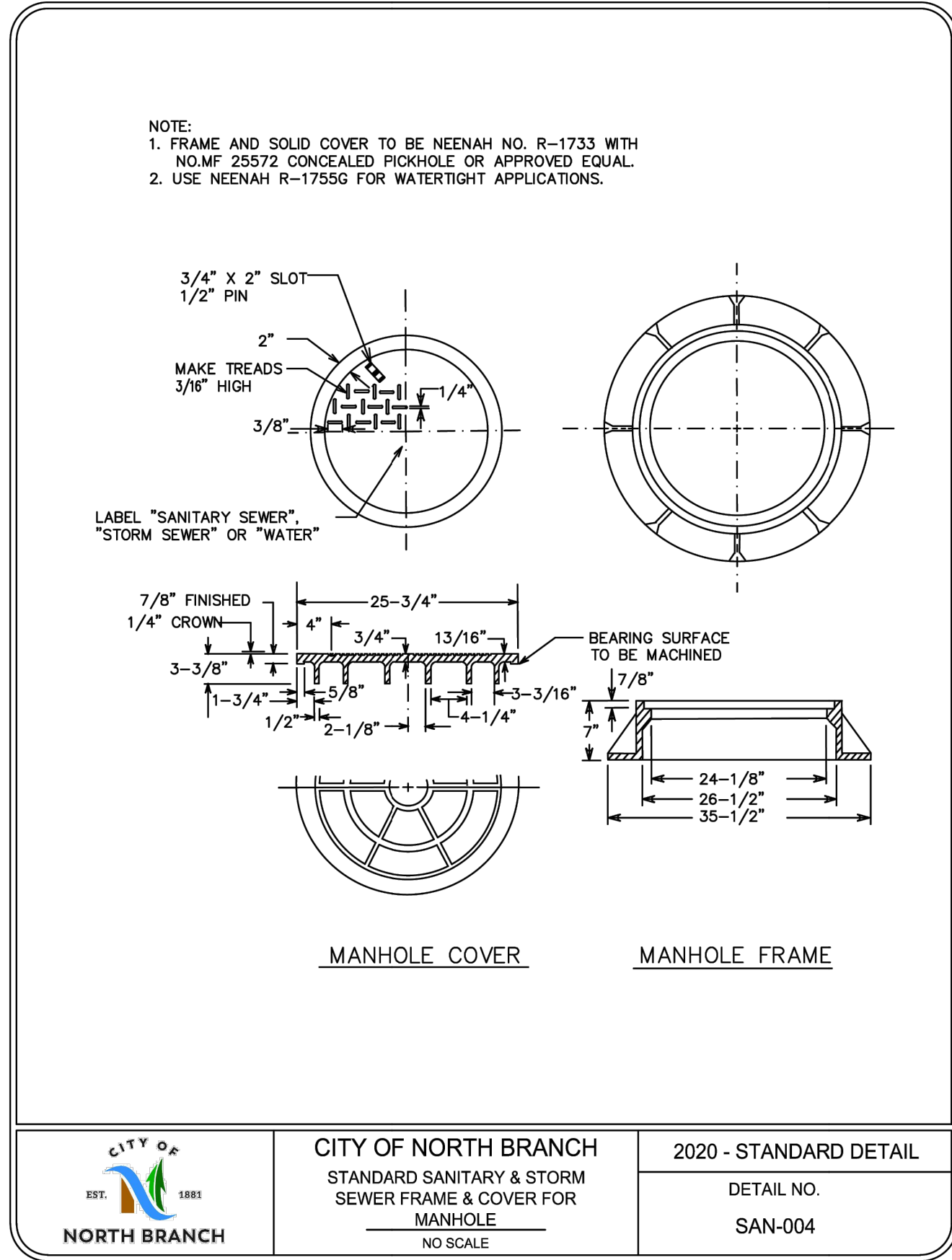
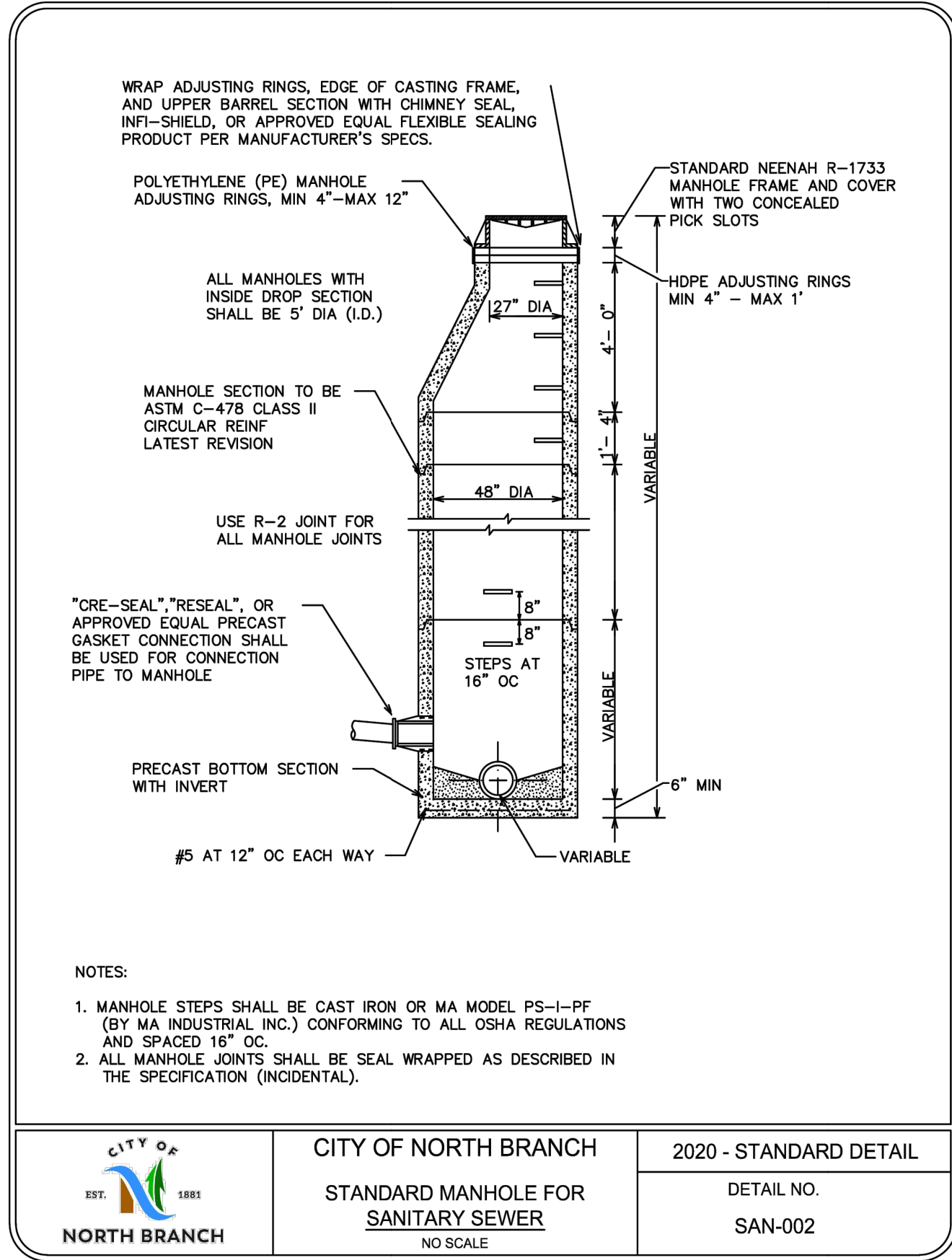
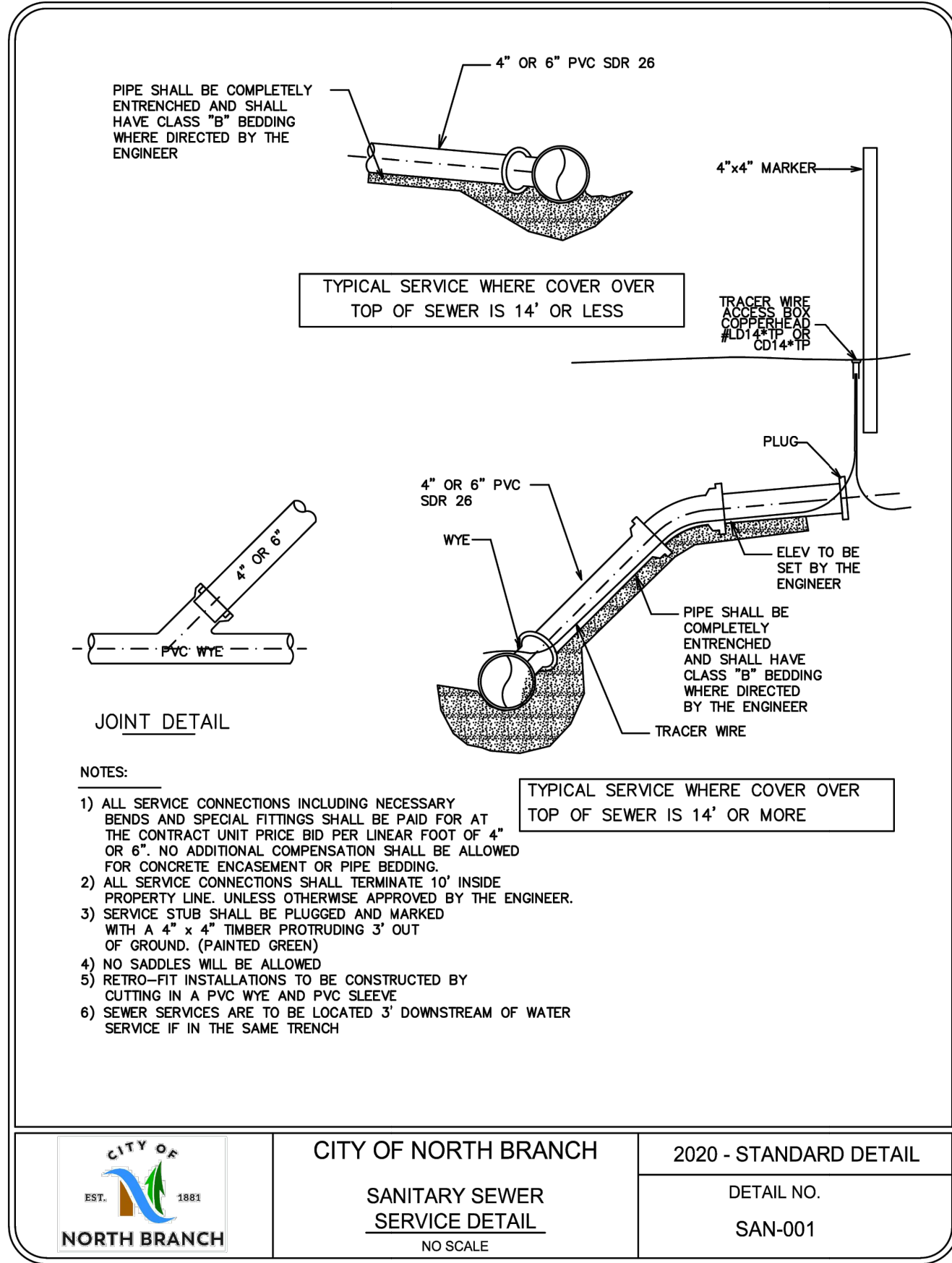
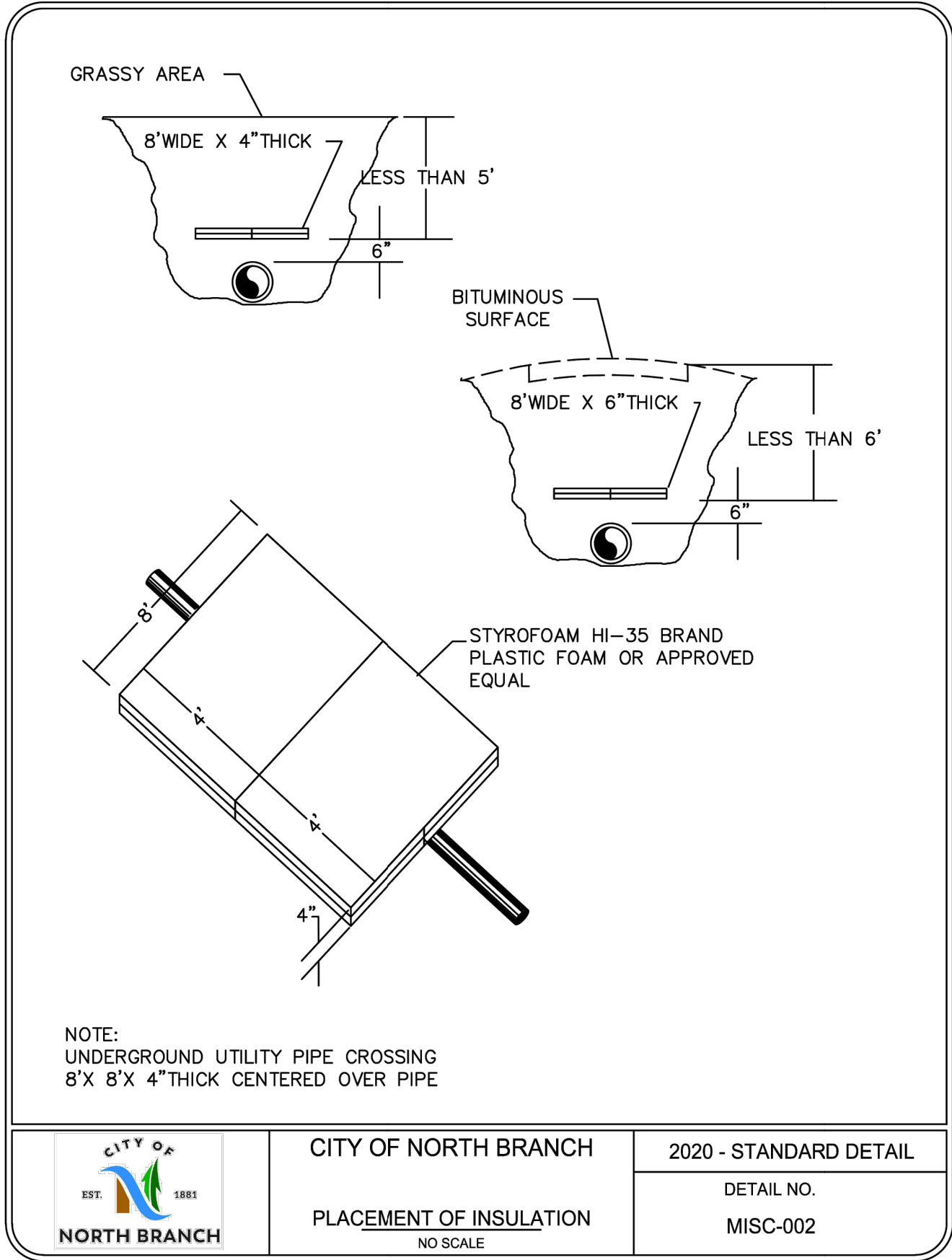
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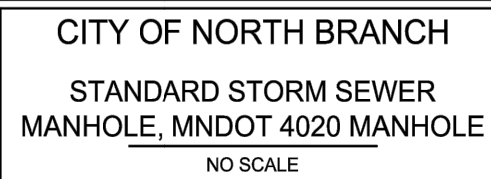
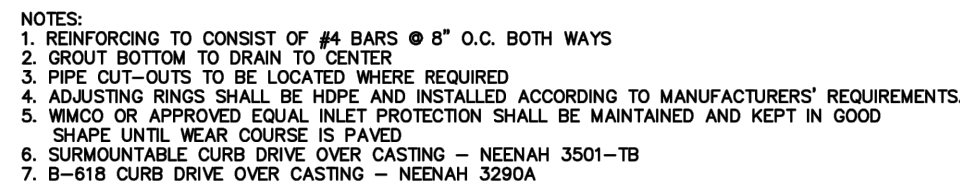


1210538.DWG Drawings/PHASE 1/210538.DWG CITY DETAILS.dwg

			CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056	 COPYRIGHT 2022 BY LHB, INC. 201 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 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: AFB	PROJECT #: 210538	CITY STANDARD DTEAILS FOX RUN PHASE II NORTH BRANCH, MN	SHEET C502
2	12/20/2024	FINAL PLAT RE-SUBMITTAL	DRAWN BY: DPG						
1	12/9/2024	FINAL PLAT SUBMITTAL	TYPED OR PRINTED NAME: ADAM BESSE REG. NO.: 52597 DATE: 12/09/2024						
NO	DATE	ISSUED FOR							

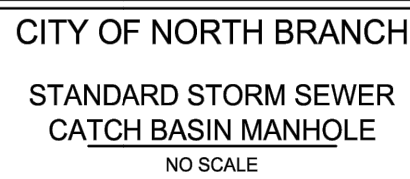
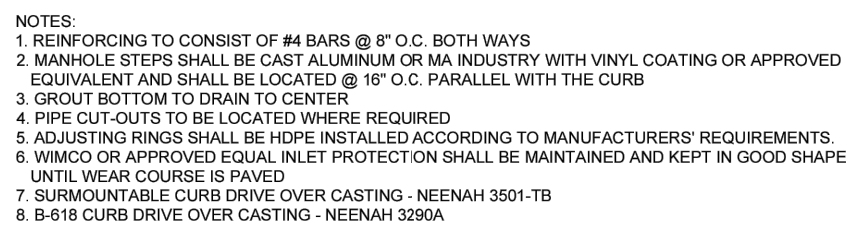
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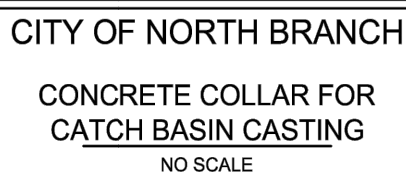
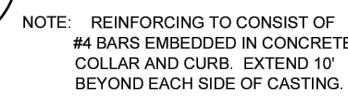
2020 - STANDARD DETAIL

DETAIL NO.
STM-001



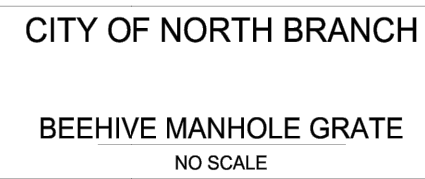
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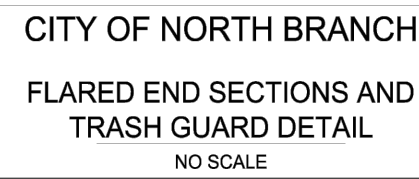
2020 - STANDARD DETAIL

DETAIL NO.
STM-003



2020 - STANDARD DETAIL

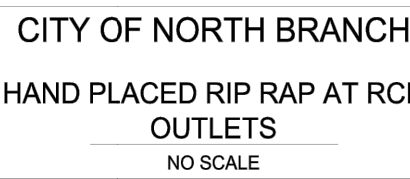
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STM-004



2020 - STANDARD DETAIL

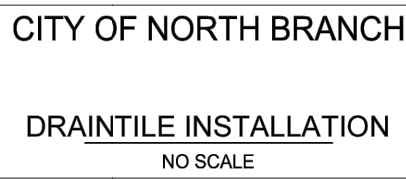
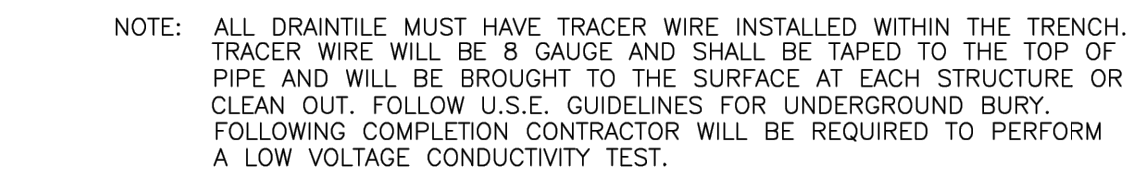
DETAIL NO.
STM-005

NOTE: REQUIREMENTS FOR RIPRAP SIZE, THICKNESS, AND FILTER BLANKET WILL BE DESIGNATED IN PLANS.



2020 - STANDARD DETAIL

DETAIL NO.
STM-007



2020 - STANDARD DETAIL

DETAIL NO.
STM - 008



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:

0. TYPED OR PRINTED NAME: ADAM BESSE

REG. NO.: 52597

DATE: 12/09/2024

CHECK BY:
AFB

DRAWN BY:

PROJECT #:

210538

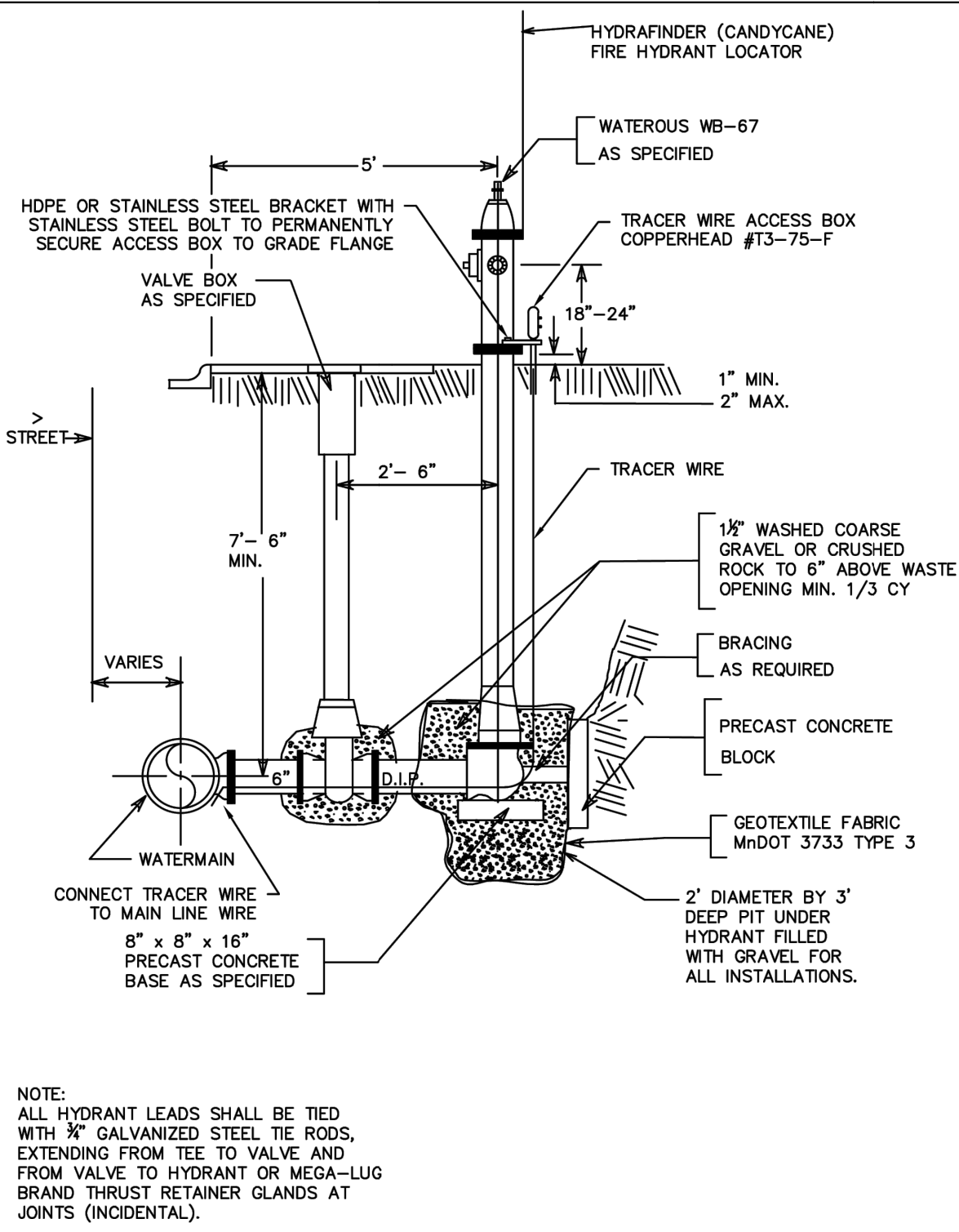
CITY STANDARD DTEAILS

FOX RUN
PHASE II

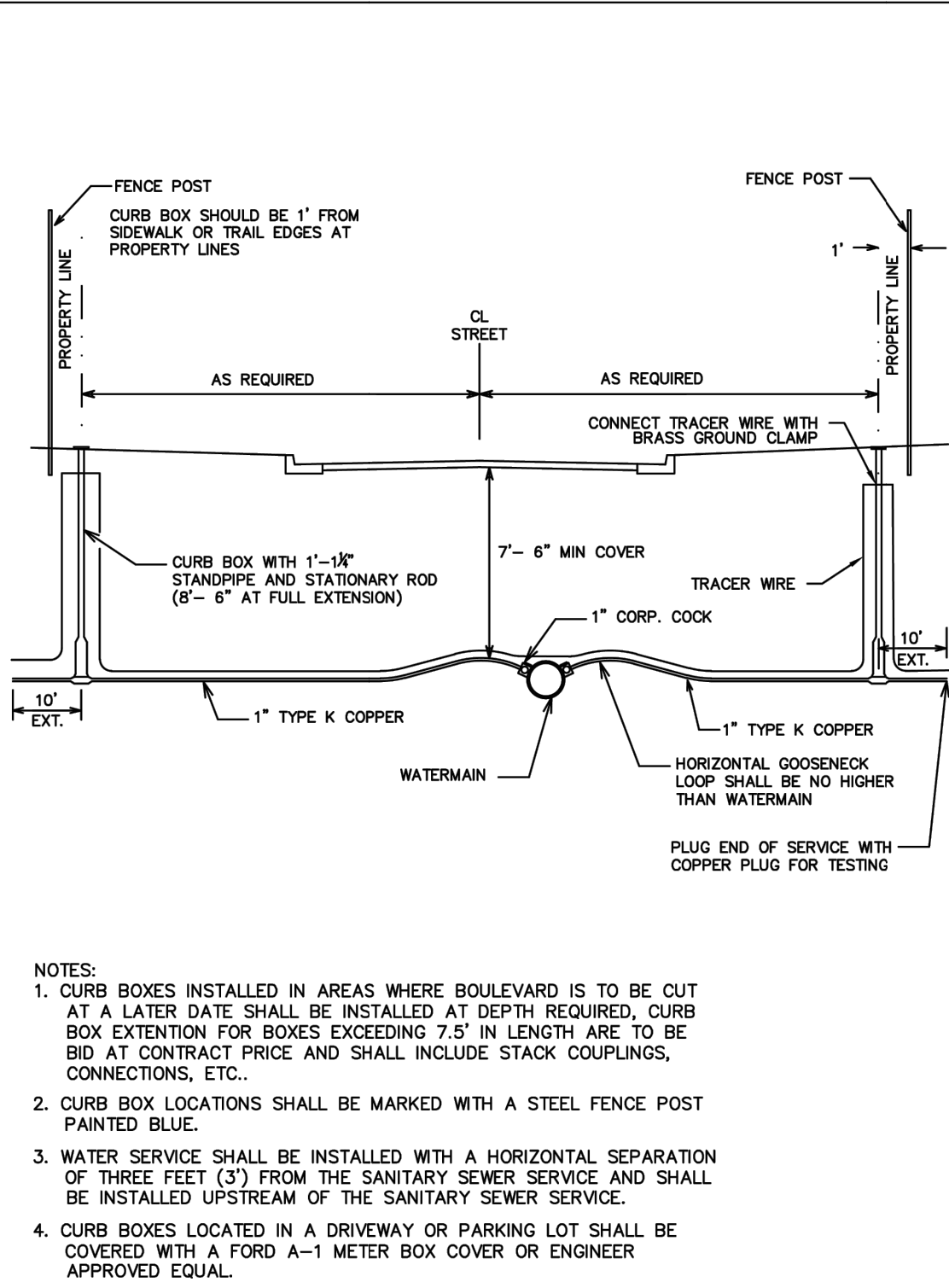
NORTH BRANCH, MN

SHEET

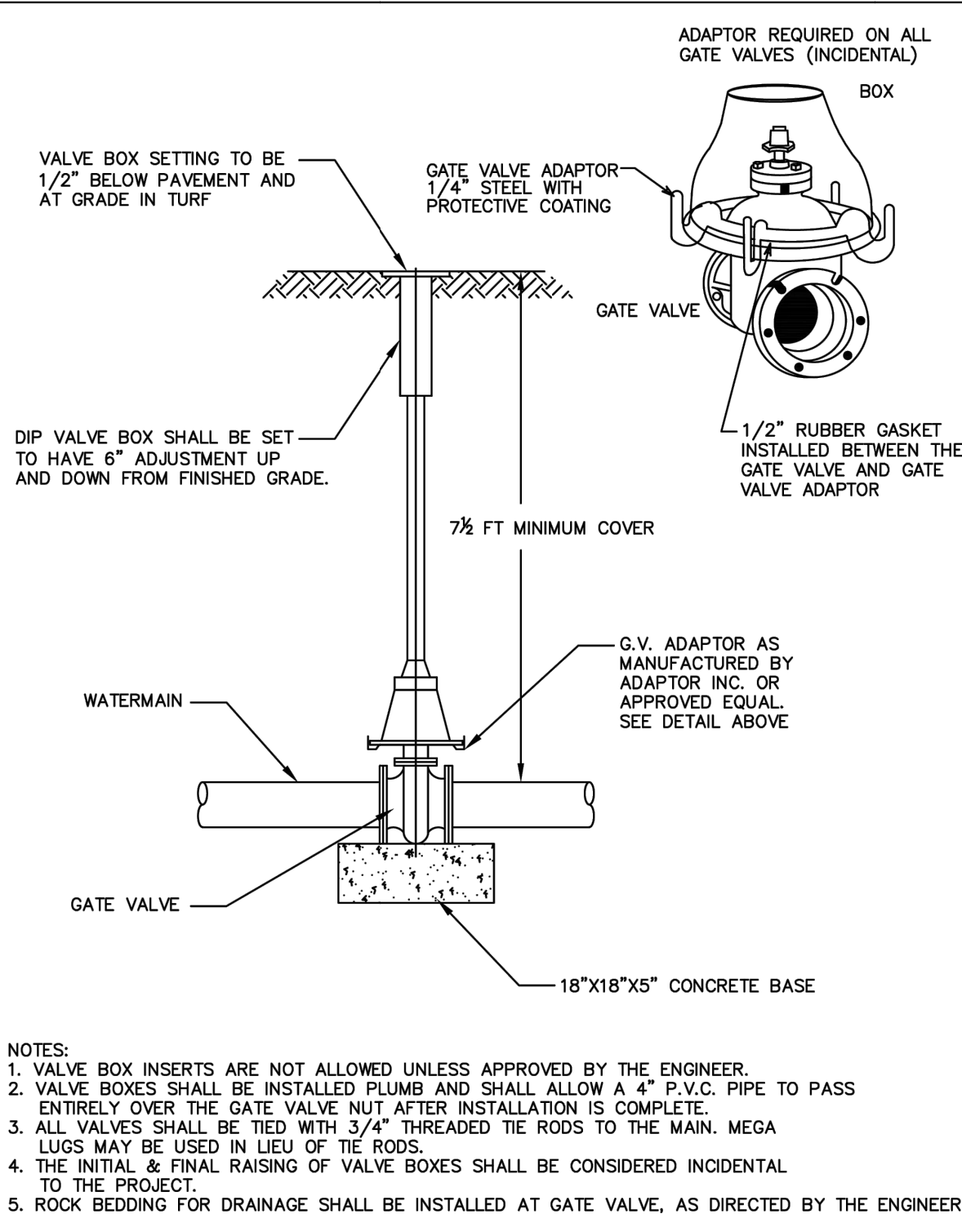
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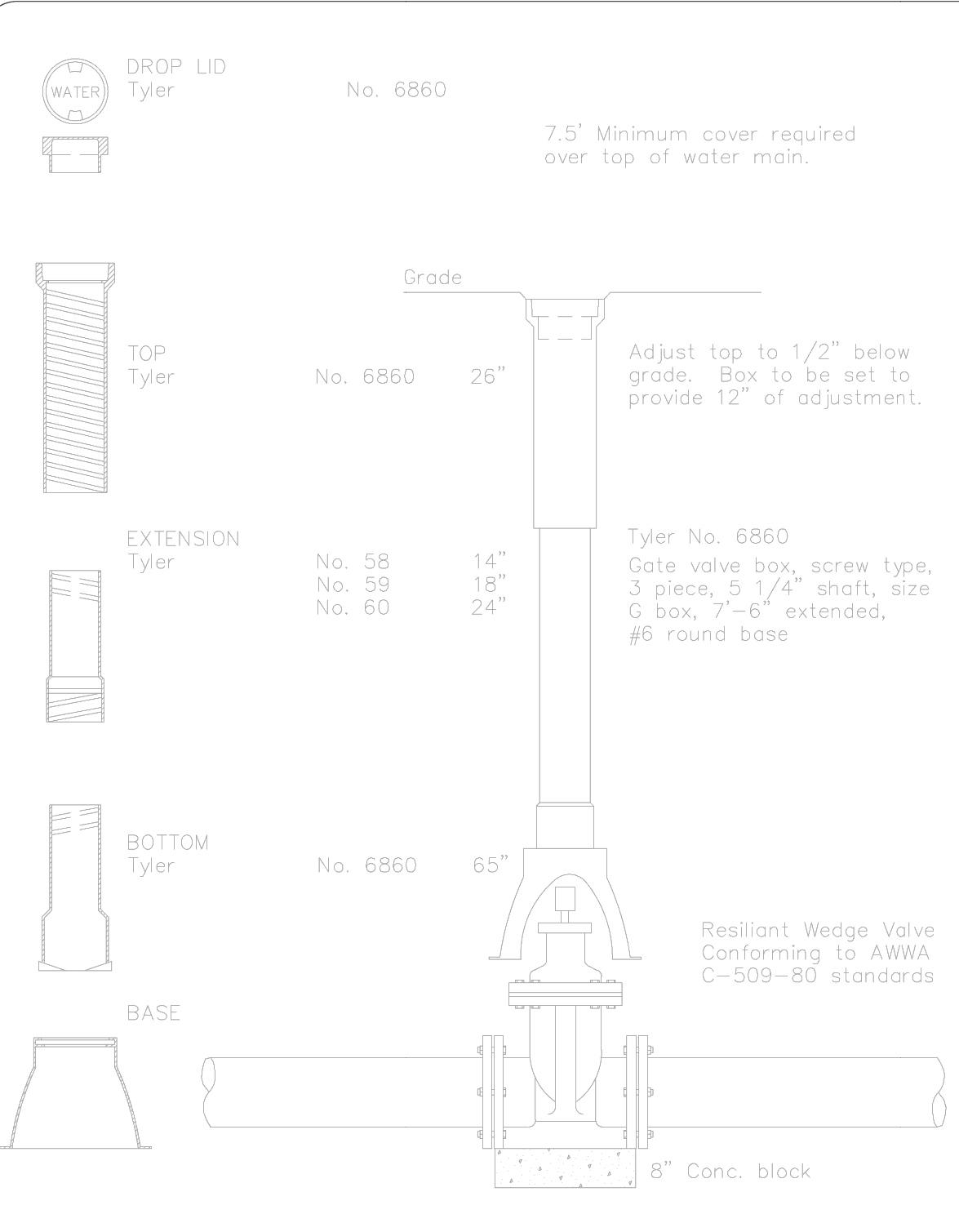
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	NO SCALE		WM-001



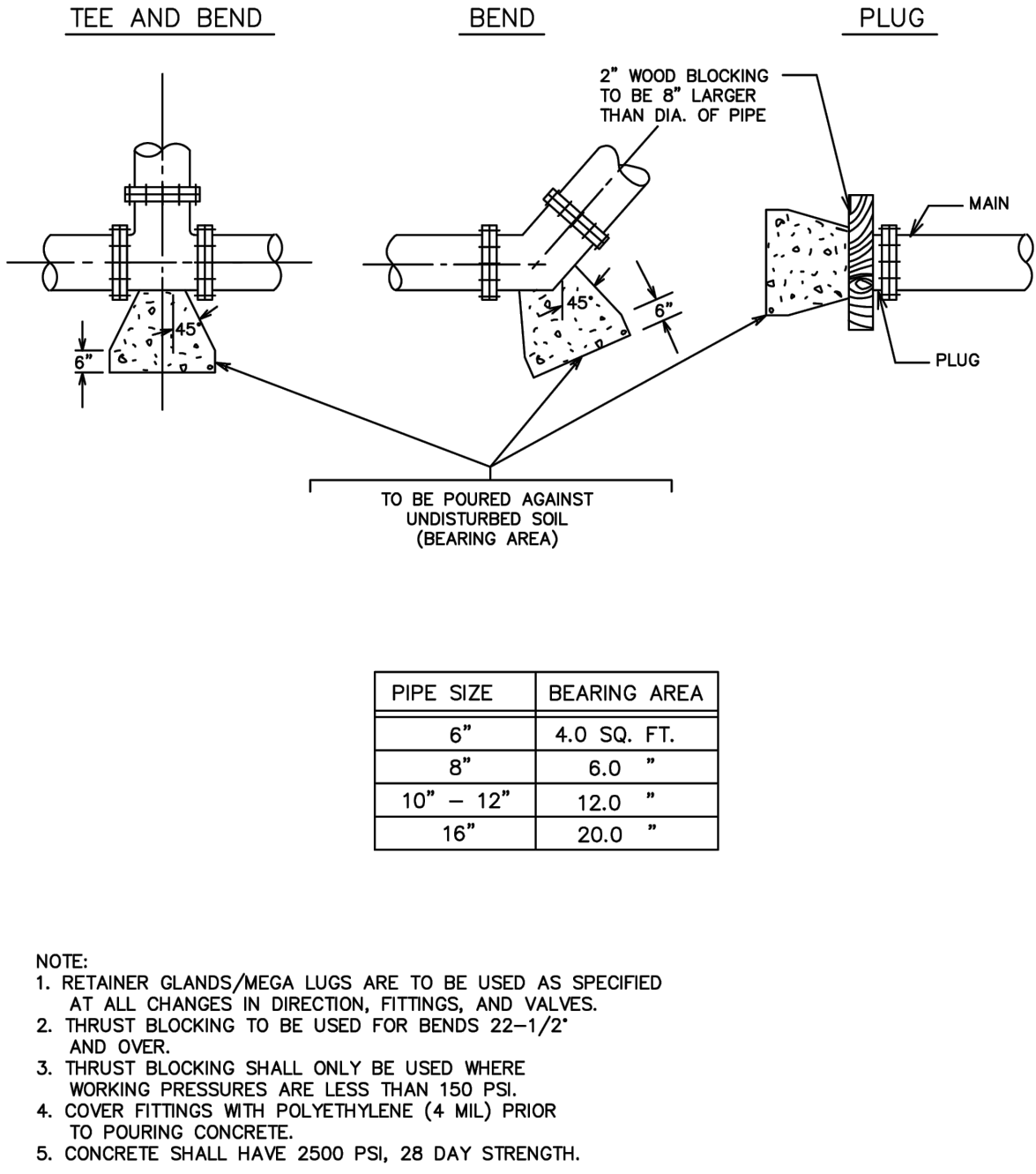
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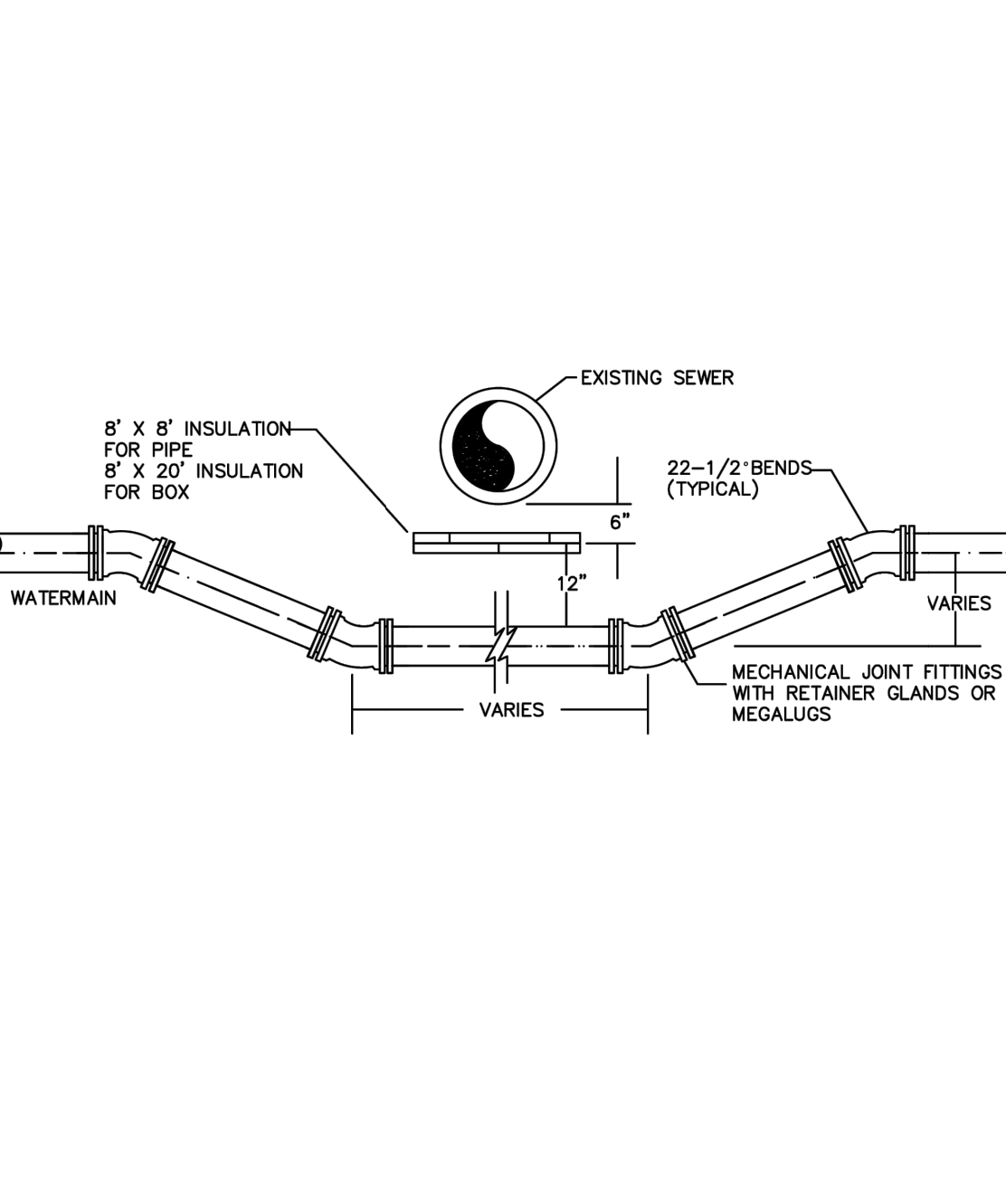
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	VALVE BOX INSTALLATION		DETAIL NO.
	NO SCALE		WM-003



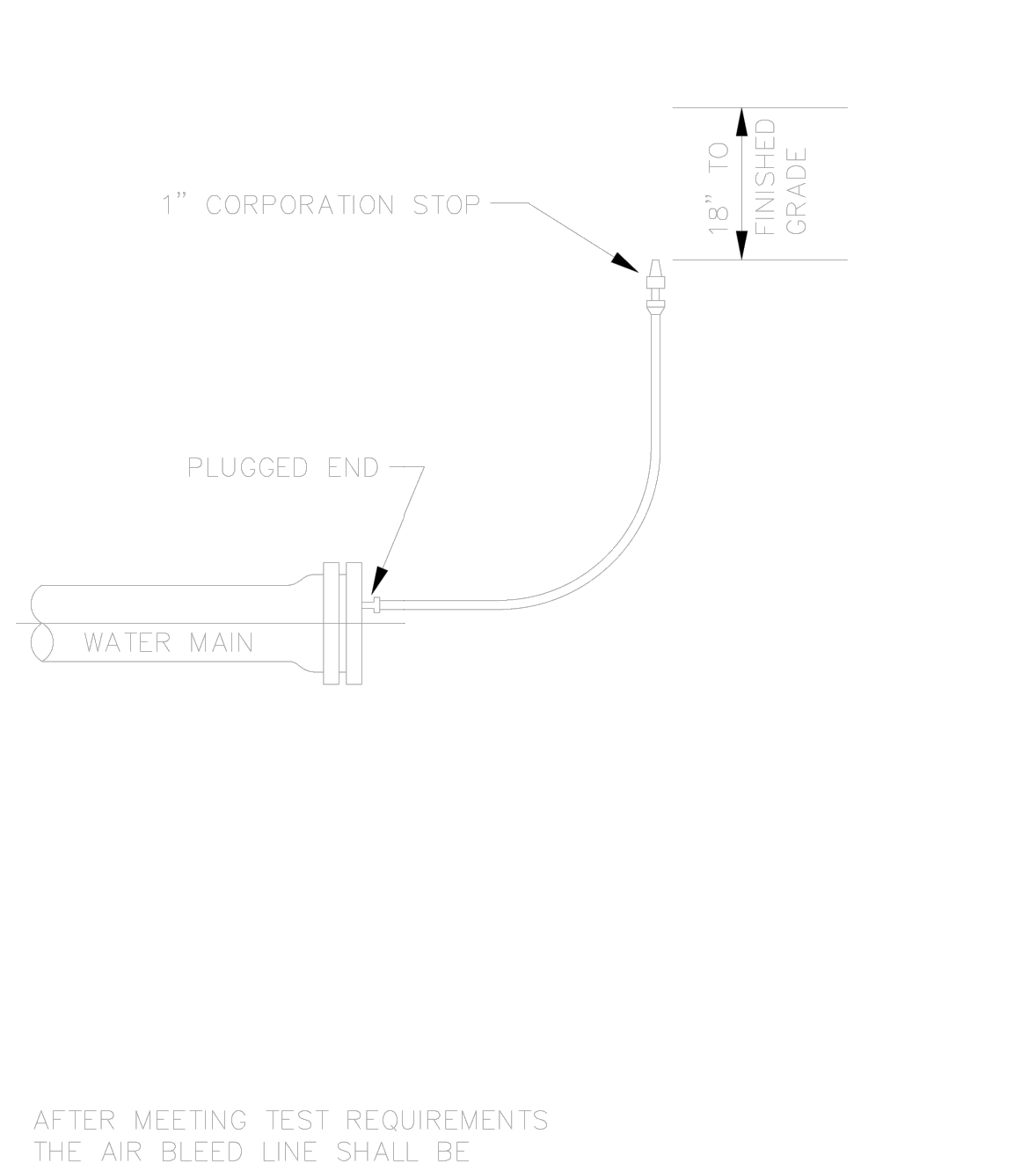
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	BUTTERFLY VALVE INSTALLATION		DETAIL NO.
	NO SCALE		WM - 004



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	THRUST BLOCKING		DETAIL NO.
	NO SCALE		WM-005

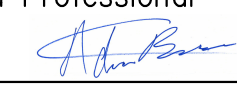


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	WATERMAIN LOWERING AND INSULATION DETAILS		DETAIL NO.
	NO SCALE		WM-006

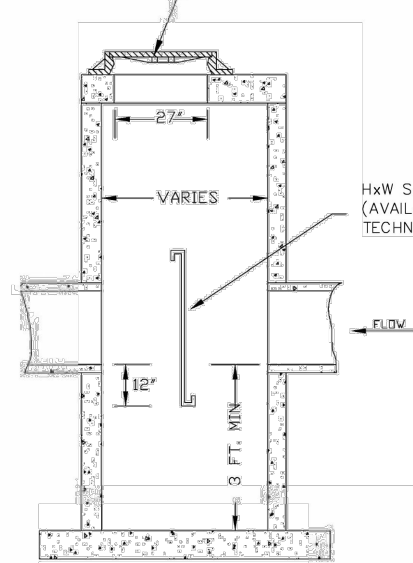


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	NO SCALE		WM - 007

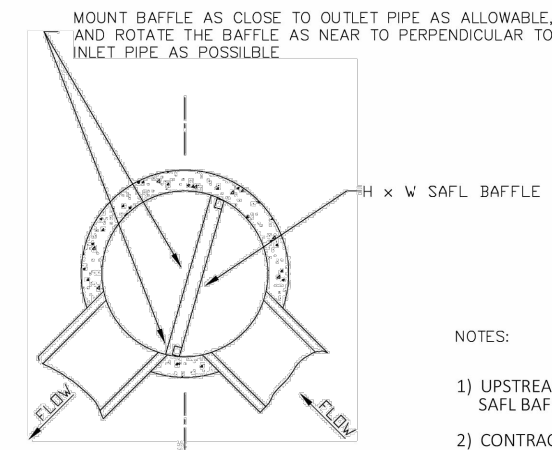
1210538500 Drawings\CMIP\PHASE 1\210538 CSD CITY DETAILS.dwg

			CLIENT:	GRAPHIC HOMES			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.		CHECK BY:	PROJECT #:		CITY STANDARD DTEAILS		SHEET	
				38814 3RD AVENUE			SIGNATURE: 		AFB	210538		FOX RUN PHASE II			
				NORTH BRANCH, MN 55056			TYPED OR PRINTED NAME: ADAM BESSE		DPG			NORTH BRANCH, MN			
			2	12/20/2024	FINAL PLAT RE-SUBMITTAL	701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 ALL RIGHTS RESERVED.		REG. NO.: 52597	DATE: 12/09/2024						
			1	12/9/2024	FINAL PLAT SUBMITTAL									C505	
			NO	DATE	ISSUED FOR										

MANHOLE/CATBASIN COVER AND FRAME = 27" MIN. CLEAR OPENING
SMALLER OPENING MAY REQUIRE BAFFLE INSTALLATION PRIOR TO PLACING CASTING
STRUCTURES GREATER THAN 60" DIA. MAY REQUIRE SECOND CASTING FOR CLEANING SUMP



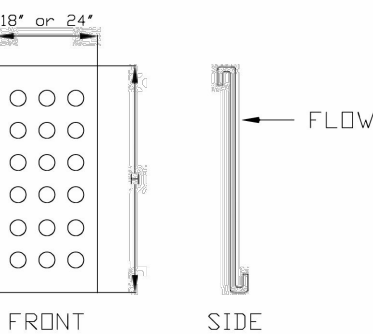
SAFL BAFFLE INSTALLATION
Detail



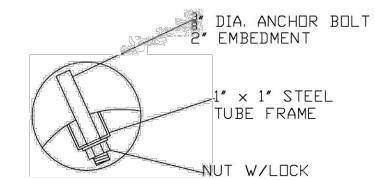
SAFL BAFFLE INSTALLATION
Plan

NINETY DEGREE PIPE CONFIGURATION

SAFL BAFFLE STANDARD DETAIL
UPSTREAM TECHNOLOGIES
600 County Road D West, Suite 14
NEW BRIGHTON, MN
651-237-5123



WIDTH ADJUSTMENT FOR PANEL SIZES			
2- 18" PANELS	32"MIN	36"MAX	4"TOTAL
2- 24" PANELS	44"MIN	48"MAX	4"TOTAL
3- 18" PANELS	46"MIN	54"MAX	8"TOTAL
3- 24" PANELS	64"MIN	72"MAX	8"TOTAL

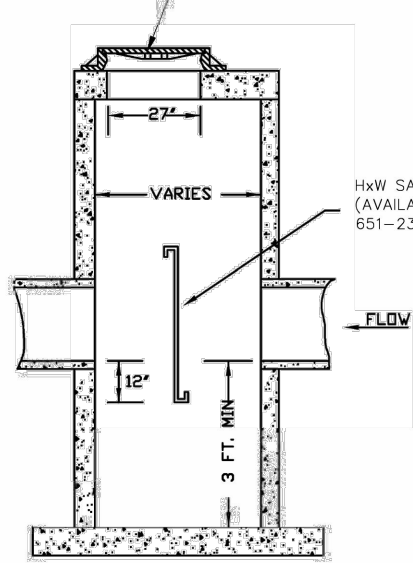


SAFL BAFFLE ATTACHMENT BOLT
Detail

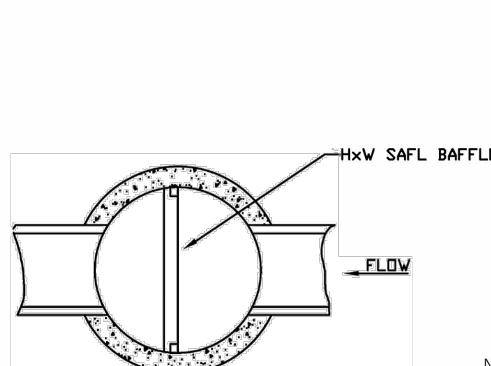
NOTES:

- 1) UPSTREAM TECHNOLOGIES INC. IS THE EXCLUSIVE LICENSEE OF THE SAFL BAFFLE.
- 2) CONTRACTOR MUST VERIFY LOCATION OF CASTING AND STEPS PRIOR TO INSTALLATION OF STRUCTURE.
- 3) CONTRACTOR STRUCTURES GREATER THAN 72" REQUIRE SECOND CASTING FOR MAINTENANCE.
- 4) THIS GENERIC DETAIL DOES NOT ENCOMPASS THE SIZING, FIT, AND APPLICABILITY OF THE SAFL BAFFLE FOR THIS SPECIFIC PROJECT. IT IS THE ULTIMATE RESPONSIBILITY OF THE DESIGN ENGINEER TO ASSURE THAT THE DESIGN IS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. THE SAFL BAFFLE IS A PATENTED TECHNOLOGY OF UPSTREAM TECHNOLOGIES, INC. AND THE UNIVERSITY OF MINNESOTA. NEITHER UPSTREAM TECHNOLOGIES NOR THE UNIVERSITY OF MINNESOTA APPROVES PLANS, SIZING, OR SYSTEM DESIGNS.

MANHOLE/CATBASIN COVER AND FRAME = 27" MIN. CLEAR OPENING
SMALLER OPENING MAY REQUIRE BAFFLE INSTALLATION PRIOR TO PLACING CASTING
STRUCTURES GREATER THAN 60" DIA. MAY REQUIRE SECOND CASTING FOR CLEANING SUMP



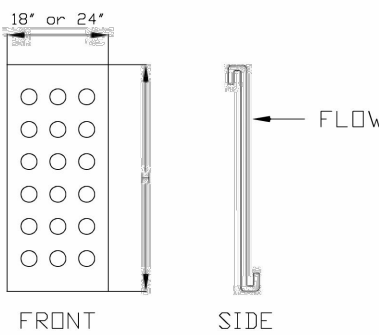
SAFL BAFFLE INSTALLATION
Detail



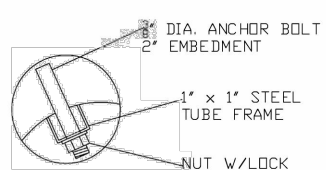
SAFL BAFFLE INSTALLATION
Plan

THROUGH PIPE CONFIGURATION

SAFL BAFFLE STANDARD DETAIL
UPSTREAM TECHNOLOGIES
600 County Road D West, Suite 14
NEW BRIGHTON, MN
651-237-5123



WIDTH ADJUSTMENT FOR PANEL SIZES			
2- 18" PANELS	32"MIN	36"MAX	4"TOTAL
2- 24" PANELS	44"MIN	48"MAX	4"TOTAL
3- 18" PANELS	46"MIN	54"MAX	8"TOTAL
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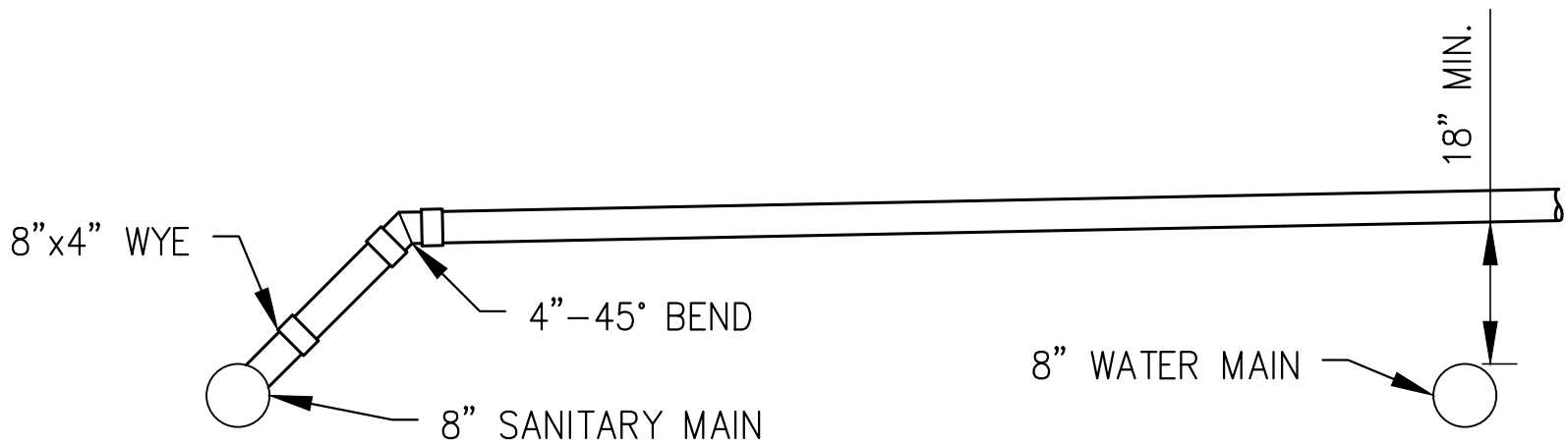


SAFL BAFFLE ATTACHMENT BOLT
Detail

NOTES:

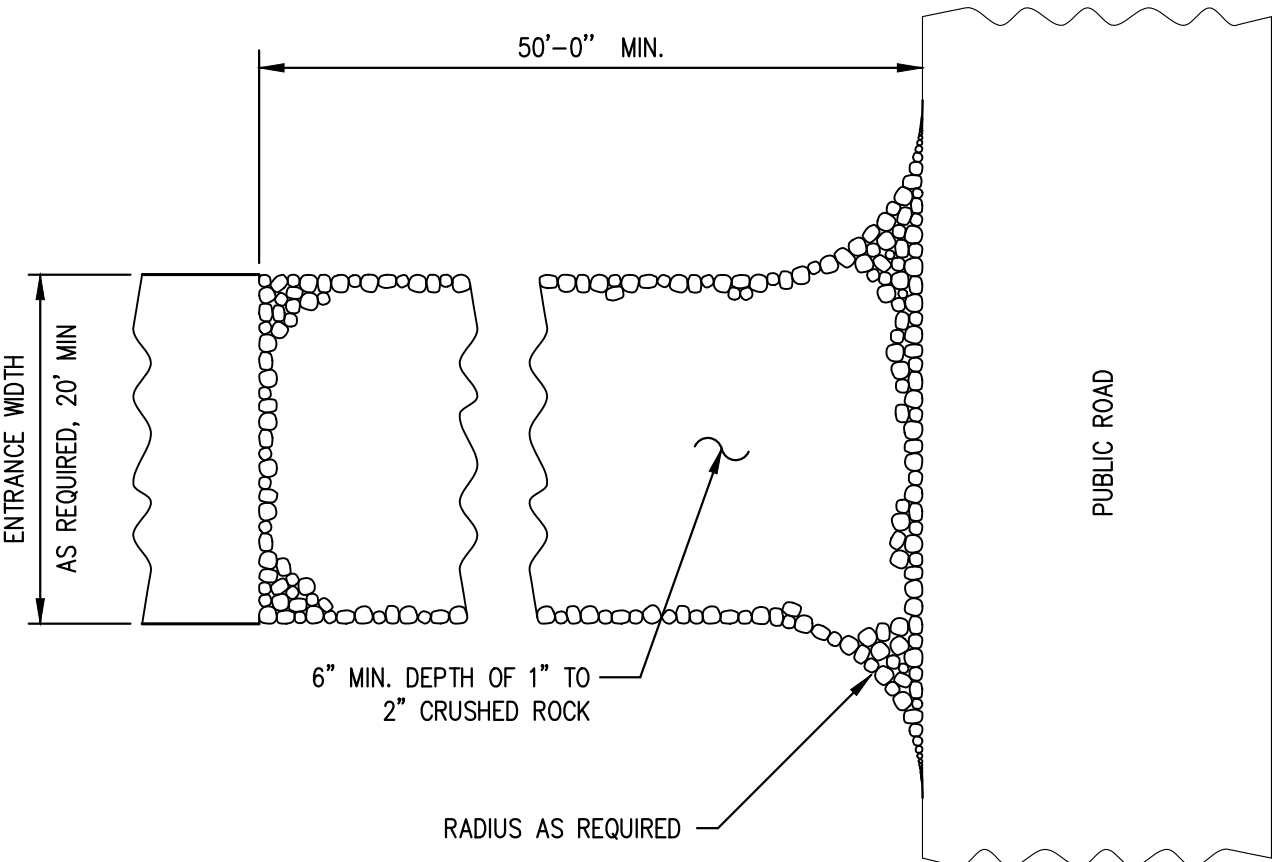
- 1) UPSTREAM TECHNOLOGIES INC. IS THE EXCLUSIVE LICENSEE OF THE SAFL BAFFLE.
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2 NOT USED
NTS



3 SEVICE
NOT TO SCALE

1 SAFL DETAIL
NTS



4 ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

CONSTRUCTION ENTRANCE SPECIFICATIONS

- * STONE SIZE: USE 1"-2" CRUSHED ROCK OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- * THICKNESS: NOT LESS THAN 6-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.

NO	DATE	ISSUED FOR
2	12/20/2024	FINAL PLAT RE-SUBMITTAL
1	12/9/2024	FINAL PLAT SUBMITTAL

CLIENT:
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056



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: 12/09/2024

CHECK BY:
AFB
DRAWN BY:
DPG

PROJECT #:
210538

CIVIL DETAILS

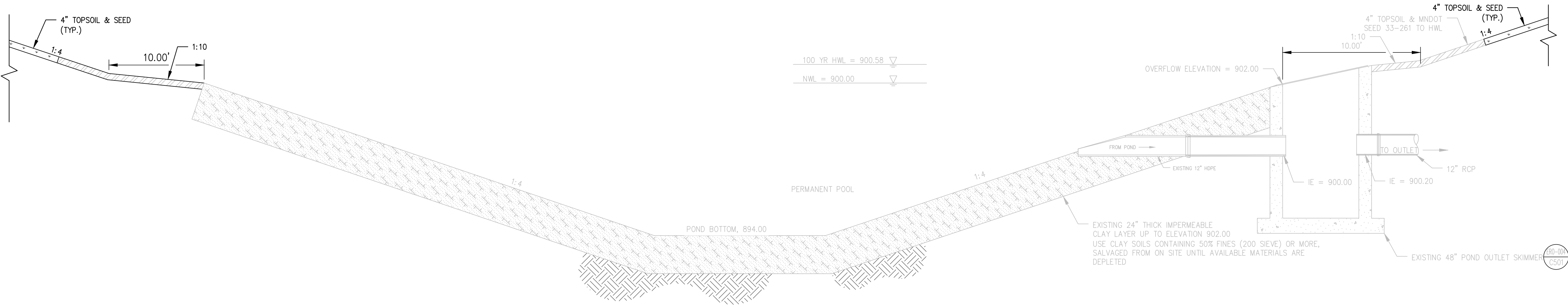
FOX RUN
PHASE II

NORTH BRANCH, MN

SHEET
C511

1 NOT USED
NOT TO SCALE

2 NOT USED
NOT TO SCALE

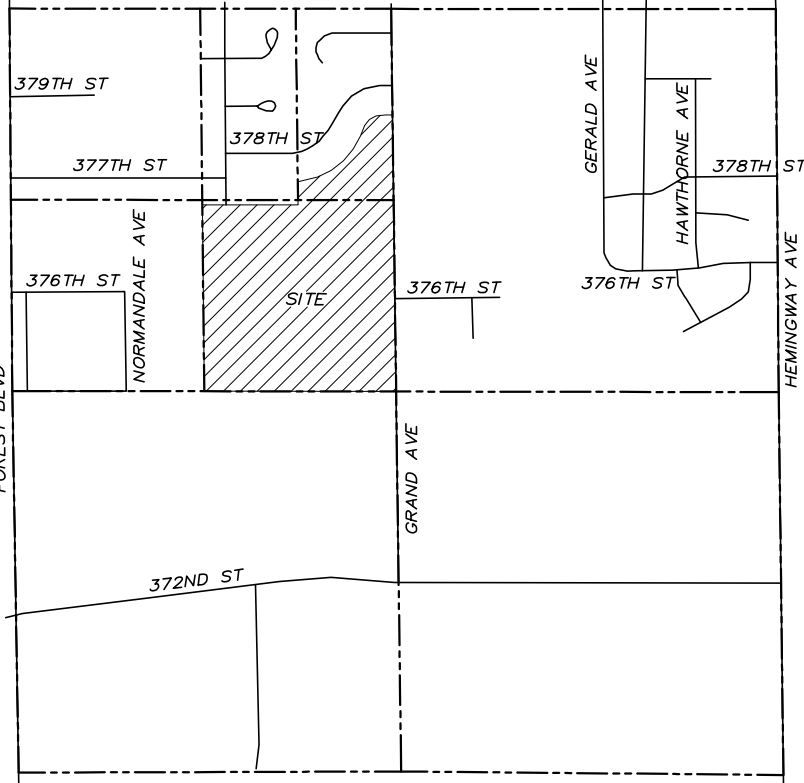


3 TYPICAL WET POND SECTION
NOT TO SCALE

\\10538500 Drawings\Civil\PHASE II\210538 CS11 DETAILS.dwg

			CLIENT:		 COPYRIGHT 2022 BY LHB, INC. 701 Washington Ave. N, Ste 200 Minneapolis, MN 55401 612.338.2029 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 BESSEREG. NO.: 52597DATE: 12/09/2024		CHECK BY:		PROJECT #:	CIVIL DETAILS		SHEET			
2	12/20/2024	FINAL PLAT RE-SUBMITTAL	38814 3RD AVENUE NORTH BRANCH, MN 55056					DRAWN BY:			FOX RUN PHASE II	C512				
1	12/9/2024	FINAL PLAT SUBMITTAL														
NO	DATE	ISSUED FOR									NORTH BRANCH, MN					

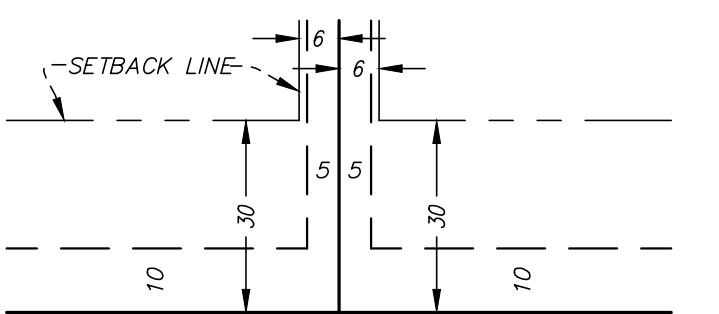
VICINITY MAP
Section 28, T.35, R.21
Chisago County
"No Scale"



- LEGEND**
- ⊙ DENOTES EXISTING SANITARY MANHOLE
 - ⊙ DENOTES EXISTING STORM MANHOLE
 - DENOTES EXISTING CATCH BASIN
 - ⊕ DENOTES EXISTING TELEPHONE PEDESTAL
 - ⊕ DENOTES EXISTING HYDRANT
 - ⊕ DENOTES EXISTING WATER VALVE
 - ⊕ DENOTES EXISTING POWER POLE
 - DENOTES UNDERGROUND STORM SEWER
 - DENOTES UNDERGROUND SANITARY SEWER
 - DENOTES UNDERGROUND TELEPHONE
 - DENOTES UNDERGROUND WATER
 - x-x-x- DENOTES EXISTING FENCE
 - ~ DENOTES EXISTING TREE LINE

Preliminary Plat of FOX RUN

DRAINAGE & 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.

0 30 60 120
(SCALE IN FEET)

OWNER
Graphic Homes Inc.
PO Box 635
North Branch, MN 55056

LEGAL DESCRIPTION
The East Half of the Northwest Quarter except part platted and except the following described parcel: that part of the Southeast Quarter of the Northwest Quarter described as follows: beginning at the Southwest corner of Lot 6, Block 2, of Stone Meadow; thence Southerly along the same course as the Westerly line of said Lot 6, a distance of 33 feet; thence Easterly and parallel with the South line of said Lot 6, a distance of 460.04 feet; thence North a distance of 33 feet to the Southeast corner of said Lot 6; thence Westerly along the South line of said Lot 6, a distance of 460.04 feet to the point of beginning of Section 28, Township 35, Range 21, Chisago County, Minnesota.

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

LOT AREAS - Phase 1				
BLOCK 1	BLOCK 3	BLOCK 5	OUTLOTS	
Lot 1 11,744 s.f.	Lot 1 24,822 s.f.	Lot 1 15,784 s.f.	A	40,376 s.f.
Lot 2 8,681 s.f.	Lot 2 12,718 s.f.	Lot 2 11,250 s.f.	B	25,701 s.f.
	Lot 3 11,934 s.f.	Lot 3 11,250 s.f.	C	12,224 s.f.
BLOCK 2	Lot 4 14,090 s.f.	Lot 4 11,250 s.f.	D	17,250 s.f.
Lot 1 15,077 s.f.	Lot 5 14,149 s.f.	Lot 5 11,250 s.f.	E*	943,533 s.f.
Lot 2 11,250 s.f.	Lot 6 12,960 s.f.	Lot 6 11,250 s.f.	F**	227,269 s.f.
Lot 3 11,250 s.f.	Lot 7 11,250 s.f.	Lot 7 12,107 s.f.		
Lot 4 11,250 s.f.	Lot 8 15,085 s.f.	Lot 8 15,955 s.f.		
Lot 5 11,250 s.f.	Lot 9 17,533 s.f.	Lot 9 13,853 s.f.		
Lot 6 11,250 s.f.		Lot 10 11,250 s.f.		
Lot 7 12,999 s.f.		Lot 11 13,197 s.f.		
	Lot 1 9,576 s.f.	Lot 12 13,976 s.f.		
	Lot 2 9,016 s.f.	Lot 13 14,020 s.f.		
	Lot 3 11,997 s.f.			

Existing Right of Way (Grand Avenue) - 95,768 s.f.
New Right of Way - 161,066 s.f.

LOT AREAS - Phase 2				
BLOCK 1	BLOCK 2	BLOCK 3	BLOCK 4	
Lot 1 9,422 s.f.	Lot 1 13,176 s.f.	Lot 1 12,761 s.f.	Lot 1 11,319 s.f.	
Lot 2 11,250 s.f.	Lot 2 11,541 s.f.	Lot 2 11,625 s.f.	Lot 2 12,732 s.f.	
Lot 3 11,250 s.f.	Lot 3 11,766 s.f.	Lot 3 12,081 s.f.	Lot 3 13,871 s.f.	
Lot 4 11,250 s.f.	Lot 4 15,550 s.f.	Lot 4 13,699 s.f.	Lot 4 13,871 s.f.	
Lot 5 9,973 s.f.	Lot 5 11,625 s.f.	Lot 5 13,588 s.f.	Lot 5 13,816 s.f.	
Lot 6 9,913 s.f.	Lot 6 11,625 s.f.	Lot 6 11,560 s.f.	Lot 6 11,666 s.f.	
Lot 7 11,250 s.f.		Lot 7 10,212 s.f.	Lot 7 11,625 s.f.	
Lot 8 9,742 s.f.		Lot 8 10,212 s.f.	Lot 8 11,625 s.f.	
Lot 9 12,594 s.f.		Lot 9 10,212 s.f.		
Lot 10 19,616 s.f.		Lot 10 10,212 s.f.		
Lot 11 12,381 s.f.		Lot 11 10,212 s.f.	A	189,903 s.f.
Lot 12 13,616 s.f.		Lot 12 10,212 s.f.	B	60,542 s.f.
Lot 13 14,104 s.f.		Lot 13 12,967 s.f.	C	60,081 s.f.

New Right of Way - 151,285 s.f.

LOT AREAS - Phase 3				
BLOCK 1				
Lot 1 12,850 s.f.	Lot 6 20,713 s.f.			
Lot 2 13,765 s.f.	Lot 7 19,253 s.f.			
Lot 3 9,382 s.f.	Lot 8 12,879 s.f.			
Lot 4 13,398 s.f.	Lot 9 12,500 s.f.			
Lot 5 64,478 s.f.	Lot 10 14,183 s.f.			

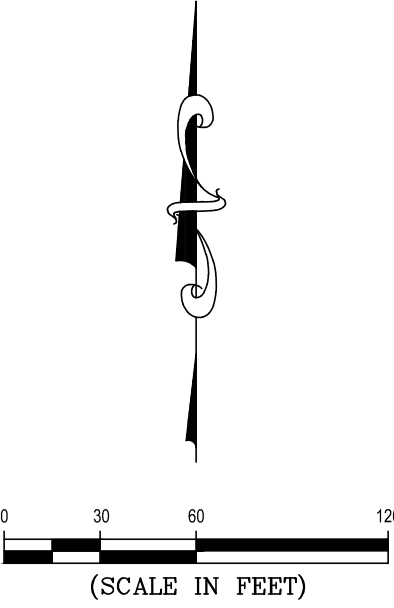
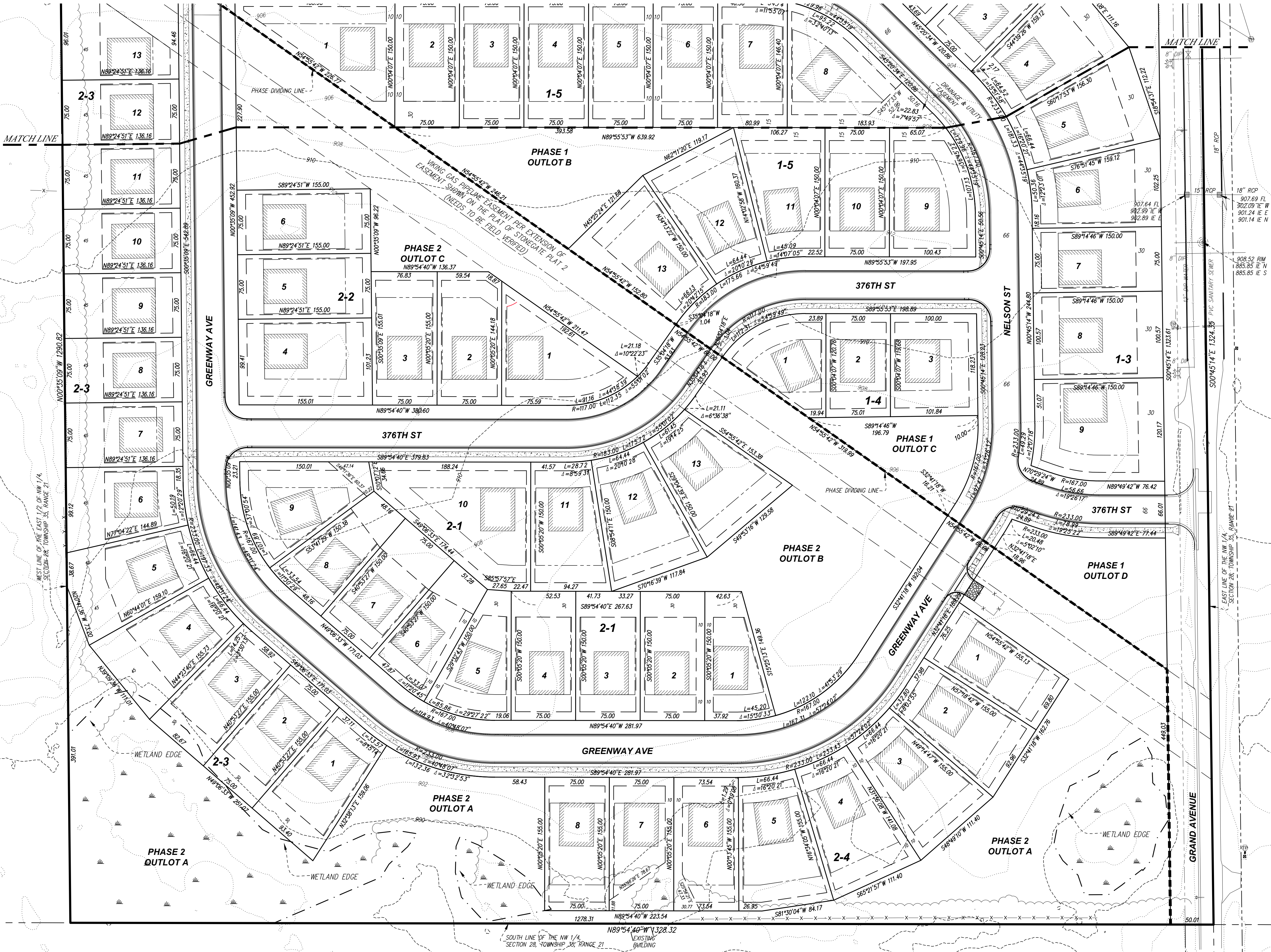
New Right of Way - 33,867 s.f.

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.
Print Name: Kyle J. Roddy License # 42827
Signature: F:\LHB Files\Signature.dmg Date: 04/13/2023

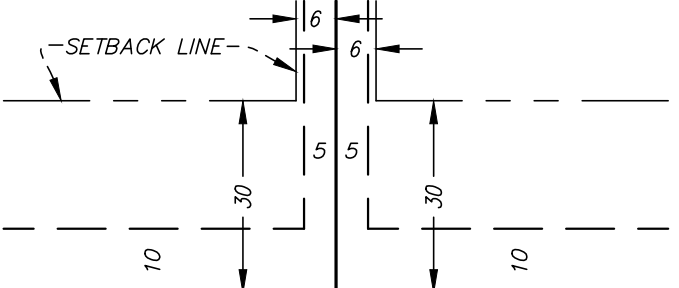
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LHB
324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com
EBC - 151000000.Dwg/04/13/2023/151000000.Dwg

Preliminary Plat of
FOX RUN

SEC. 28, TWP. 35, RNG. 21
CITY OF NORTH BRANCH
CHISAGO COUNTY



DRAINAGE & 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.

- LEGEND**
- DENOTES FOUND COUNTY MONUMENT
 - ⊙ DENOTES EXISTING SANITARY MANHOLE
 - ⊕ DENOTES EXISTING STORM MANHOLE
 - DENOTES EXISTING CATCH BASIN
 - ⊕ DENOTES EXISTING TELEPHONE PEDESTAL
 - ⊕ DENOTES EXISTING HYDRANT
 - ⊕ DENOTES EXISTING WATER VALVE
 - ⊕ DENOTES EXISTING POWER POLE
 - DENOTES UNDERGROUND STORM SEWER
 - DENOTES UNDERGROUND SANITARY SEWER
 - DENOTES UNDERGROUND TELEPHONE
 - DENOTES UNDERGROUND WATER
 - DENOTES EXISTING FENCE
 - DENOTES EXISTING TREE LINE

Doc# A-676451
Recorded on:
June 20, 2024 3:12 PM

KAREN M LONG
CHISAGO COUNTY RECORDER
CHISAGO COUNTY, MN

Fee: \$46.00 Pages: 64
Returned To: GRAPHIC HOMES INC

DEVELOPMENT AGREEMENT

SUBDIVISION AGREEMENT FOX RUN

THIS AGREEMENT (the “Agreement”) is entered into on this the 26th day of March, 2024 by and between Graphic Homes, Inc., a Minnesota corporation, with its principal office located at 38814 3rd Avenue, North Branch, MN 55056 (“Developer”), and the City of North Branch, a Minnesota municipal corporation, located at 6408 Elm Street, North Branch, Minnesota 55056 (“City”), and collectively referred to herein after as 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. 11.00567.00, as legally described on the attached Exhibit A (“Subject Property”), and which Subject Property shall be referred to hereafter as Fox Run.
- B. This Agreement applies to Phase 1 of the Development, which consists of 15.9 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 34 residential lots and four (4) Outlots, and associated public improvements, including but not limited to: street improvements, sanitary sewer, water main, stormwater management facilities, sidewalk and trails, grading and erosion control facilities, as required for the proposed Development pursuant to the Approved Plans, as attached hereto and incorporated herein by reference as set forth in Exhibit C, and pursuant to the terms and conditions contained this Agreement and the City of North Branch City Code (“City Code”), as applicable.
- D. The Preliminary Plat for the Fox Run master development plan was approved by the City Council on May 23, 2023, pursuant to Resolution No. 036-23-CC, and rezoning of the Subject Property to Planned Unit Development (“PUD”), by Ordinance No. 353-23 on May

23, 2023. The Master Planned Unit Development (PUD) Development Agreement was approved by City Council on March 26, 2024. And, the Final Plat for Phase 1 of the Development was approved by the City Council on July 11, 2023, pursuant to Resolution No. 42-23-CC. All approvals hereinafter referred to as “City Approvals.”

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

AGREEMENT

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

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS; EASEMENTS AND RIGHTS OF ENTRY

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

- a. This Agreement has been fully executed by the City and Developer and recorded with Chisago County;
- b. The Plat has been recorded with Chisago County;
- c. The City has received the required Escrow and Security for the Development and Improvements as provided in Exhibit B, which is attached hereto and incorporated herein by

reference;

- d. The site plan and construction plans for the Development on the Subject Property have been reviewed for compliance with City standards and are approved by the City Engineer;
- e. A certificate of liability and property damage has been provided to the City; and
- f. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.
- g. If required, Developer has provided all documents as required for the Development and/or as stated herein, including but not limited to: general warranty deed for park land dedication, easement agreements, declarations of restrictive covenants, etc.

1.02 Developer Responsibility. Before commencing construction of the Improvements, the Developer shall submit all required plans and specifications to the City for review and approval, with such approval being provided in writing to the Developer. Developer agrees to construct and fully pay for the Improvements required for Development of the Subject Property, as described in plans and specifications approved by of the City Engineer (the “Approved Plans”). For the purpose of this Agreement, the Approved Plans shall include, but is not limited to: Grading, Erosion Control, Storm Water/SWPPP, Street and Utility, Landscaping and Tree Planting plans as approved by the City Engineer on October 10, 2023, and with a final plan date of March 22, 2024, all as attached hereto and incorporated herein by reference as Exhibit C. The Improvements shall be constructed in accordance with City specifications, including all relevant City Code regulations, the zoning ordinance, subdivisions regulations, utility and street construction standards, this Agreement, and the Approved Plans.

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

charges, instillation of street and traffic control signs, etc. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.

1.03 Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for construction inspection and material testing for the Improvements. Developer must notify the City Engineer at least 48 hours in advance, not including weekend days or holidays, for inspection service or scheduling of tests to be performed. Costs incurred by the City for the inspection activities will be recovered through the escrow described in Article Two.

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

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

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

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

1.08 Warranty of Improvements. The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The Developer and/or its contractor shall be required to furnish the City security guaranteeing all Improvements that are transferred to the City. Upon Offer of Dedication ("Offer Date"), the Developer shall provide security in the form of a Letter of Credit or cash deposit for a one (1) year period, commencing on the Offer Date, prior to formal acceptance of the Public Improvements by the City. The Developer security for the Improvements shall be for 25% of the amount of the original cost of the Improvements. The retainage from the Security identified in this Agreement may also be used to provide the warranty.

1.09 Warranty of Landscaping. The Developer warrants all Landscaping as required for this Development and is required to furnish to the City security, guaranteeing the landscaping work in the amount of the landscaping improvements associated with the Development. The Developer security for the Landscaping shall be for 25% of the amount of the original landscaping costs. Security for the Landscaping work may be included with the Offer of Dedication, with funds held as part of the retainage from the original Security identified in this Agreement, or may be provided as a separate letter of credit or cash deposit. Security for landscaping may only be released after one (1) full growing season and upon establishment of the all required landscaping items.

1.10 Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the Development of Subject Property, including, but not limited to: streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the Development of the Subject Property by the Developer, its contractors or subcontractors, employees, or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors, employees, or assigns. In the event the Developer fails to timely maintain or repair the damaged public property referred to aforesaid, after first receiving 72 hours written notice of the nature of the default or damage, the City may undertake making or causing it to be repaired or maintained. The City may in such event(s) draw down on the security, escrow, Letter of Credit, or any other cash deposits or security made by Developer to pay such costs, if the Developer fails to timely complete the repairs or does not complete the repairs to the City's satisfaction.

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

1.12 Demolition. If required of the Development, the Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property identified for

removal/demolition prior to commencement of the Improvements.

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

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

1.15 Time of Performance. Except as otherwise provided in this Agreement, the Developer shall install all required Improvements and other work required by this Agreement by May 31, 2025, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between May 15th and October 1st the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Any deficiencies in the base, asphalt, curb or other improvements in the judgment of the City Engineer must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

ARTICLE TWO DEVELOPMENT STANDARDS AND REQUIREMENTS

2.01 Construction Phasing. The Development is proposed to be constructed in three (3) phases. This Agreement shall remain in full effect for the duration of construction of the Development of the Subject Property hereby approved.

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

2.03 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.

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

2.05 Park/Public Land Dedication. To meet the Park / Public Land Dedication requirements, the City may require and/or agree to a land dedication, cash payment in lieu of land dedication, and/or combination of both. For this Development, the Developer shall make a cash payment in lieu of land dedication. The amount of the cash contribution shall be 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 and shall be paid to the City upon execution of this Agreement and prior to the release of the Final Plat for recording with Chisago County.

Per Master PUD Agreement and Resolution No. 036-23-CC, the Developer shall pay to the City a total sum of \$60,000 in lieu of the Open Space requirement and the requirement to construction additional public trails throughout the Development. The Developer shall pay this amount due with this Agreement at the amount due with the Development Agreement, as noted in Exhibit B.

2.06 Development Signage. If requested, the Developer may submit detailed sign plans to City staff for all signage proposed for the Development, including the development entrance monument signs prior to making application for a building permit.

2.07 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.

2.08 City Requirements – Homeowners Association. There shall be no Homeowners Association with this Development.

ARTICLE THREE FINANCIAL GUARANTY AND REQUIRED PAYMENTS

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

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

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

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

ARTICLE FOUR OTHER REQUIREMENTS

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

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

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

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

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

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

4.04 Model Home. If a residential development, the Developer may apply for building permit(s) to construct three (3) model single-family home prior to the completion of the public roads serving the development. Model home sites must be approved by the Community Development Director and may be no greater 350 feet from a paved bituminous road. Developer shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No occupancy of any model home or newly constructed building shall occur until the base course of bituminous is in place and a Certificate of Occupancy has been issued by the City Building Official. The Developer shall use the model home only for real estate sales purposes and no other purposes. The Developer or Developer's owner's representative shall maintain reasonable access to any occupied building within said Development, including necessary street maintenance such as grading and graveling and snow removal prior to permanent

street surfacing and acceptance of the streets by the City.

4.05 Private Easements. Developer shall provide to the City evidence of all executed private easements between the Developer and adjacent property owner(s). Private easements shall be recorded with Chisago County; a copy of said recording shall be provided to the City Clerk with a copy of the private easement.

4.06 Underground Utilities. The Developer shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. The placement of private underground utilities shall be designed and constructed according to City Code, City standards and specifications, and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the City Engineer. Any costs associated with the installation of underground utilities required by the utility companies shall be completed at the sole expense of the Developer. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

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

4.08 Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place, unless otherwise approved by the City Administrator. Construction hours shall be limited to Mondays through Fridays from 7 a.m. to 9 p.m. and Saturdays from 7 a.m. to 9 p.m.; no construction activities are permitted on Sundays and/or holidays. The Developer shall provide dust control to the satisfaction of the City Engineer.

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

other cash deposit to pay such costs.

4.10 Street Signs, Lighting, and Mailboxes. The Developer shall be financially responsible for the cost of street identification signs and street lighting for the Development. The City shall provide and install street identification signs, and has the sole discretion to determine the number and location of said signs and street lights. The street lighting plan shall be designed and constructed according to City standards and specifications. The Developer shall submit a final lighting plan for review and approval to the City Engineer prior to commencing construction. The Developer is required to supply and install cluster mailboxes as approved by the City and for which such placement must be approved by the USPS Postmaster.

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

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

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

4.14 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.

4.15 Final Plat. The Developer shall record the Final Plat for Fox run 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.

4.16 Further Subdivision. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied to the City's reasonable satisfaction. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and executed by the parties. Sanitary sewer and water area charges referred to in this Agreement are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

4.17 Wetland Mitigation. Wetland mitigation is the replacement, restoration, creation, or enhancement of wetlands caused by the unavoidable impacts to wetland areas as a result of development. If impacts are identified with this Development, the Developer shall submit and the City shall approve a Wetland Replacement Plan addressing these impacts. Before the City releases the Final Plat for recording, the Developer shall post security for wetland mitigation or provide proof of purchase of wetland credits, if approved and authorized by the Wetland Replacement Plan. Security may be in the form of a Letter of Credit or in the form of a cash deposit in a non-interest bearing cash escrow with the City. The security amount provided for wetland mitigation shall be for the amount as stated in Exhibit B, but shall be provided separate from the primary development security as is required by this Agreement. If the mitigation area is found to be unsuccessful after the mandatory five (5) year warranty period, the City may elect to keep the security to be used for this mitigation project or for wetland mitigation/restoration elsewhere within the City. In addition, the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures as directed by the City to perform the work recommended. If no wetland impact and resulting wetland mitigation is planned or required for the Development, the Developer shall remain responsible for any undisclosed mitigation on the land, and will be required to submit any necessary security should subsequent wetlands be identified.

4.18 Additional Work or Materials Costs. All Improvements that Developer is required to complete pursuant to this Agreement shall be designed and constructed according to City Code, City standards

and specifications, and completed at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

4.19 Development Costs. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Subject Property, and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Final Plat and the Subject Property, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the final plat, the Development, the Approved Plans, the City Approvals, the Final Plans, and the construction of the Improvements and the other work done and improvements constructed on the Subject Property or otherwise related to the Development. The City shall not be obligated to pay Developer or any of its agents or contractors or subcontractors for any costs incurred in connection with the construction of the Improvements or the development of the Subject Property. Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, which may arise as a result of final plat approval, the Development, this Agreement, the construction of the Improvements (except for the negligence or intentional misconduct of the City with respect to the construction of the Improvements), the development of the Subject Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Development or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

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

ARTICLE FIVE DEFAULT AND REMEDIES

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

5.02 Complete Improvements – Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates and draw upon the Security as provided in Article Three to reimburse itself for such costs incurred to remedy such default and invoice the Developer for any costs incurred in excess of the Security, with payment of such invoiced amounts required by the Developer within 30 days of the date of the City's invoice.

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

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

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

5.06 Termination. If Developer fails to: a) acquire fee simple title to all of the subject Property, and b) record this Agreement and the final plat in the office of the Chisago County Recorder, as applicable and as provided herein, within one (1) year after approval of the final plat or this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of

the final plat shall be null and void, subject to the following: i) All costs, fees and other amounts previously paid to the City in connection with the final plat, the Improvements, this Agreement and the Development shall belong to and be retained by the City; ii) the obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination; iii) the indemnifications of Developer shall survive and continue after such termination; and iv) the parties shall be released from all other obligations and liabilities under this Agreement not specified above. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

6.03 Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Chisago County, Minnesota contemporaneously with recording the Final Plat of Fox Run and corresponding Final Plat Resolution No. 42-23-CC, as approved by the City Council on July 11, 2023. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

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

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

6.06 Notices. All notices, certificates or other communications required to be given to City or

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

CITY:

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

DEVELOPER:

Graphic Homes, Inc.
38814 3rd Avenue
North Branch, MN 55056
Telephone: (651) 674-0410
Attn: Steve Rindahl, President

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.

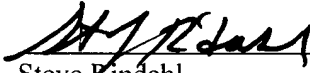
6.15 City Code Adopted by Reference. The provisions of the City Code, Chapters 54, 58, and 66 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement, or by the final plat as approved by the City, as applicable. In the event 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.

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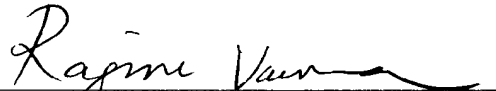
IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed on the date and year first written above.

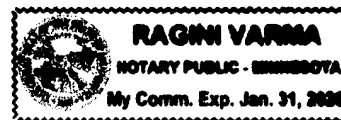
DEVELOPER
GRAPHIC HOMES, INC.


Steve Rindahl
Its President

STATE OF MINNESOTA)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 19th day of April 2024, by Steve Rindahl, the President of Graphic Homes, Inc. a Minnesota corporation on behalf of said corporation.


Notary Public



CITY OF NORTH BRANCH

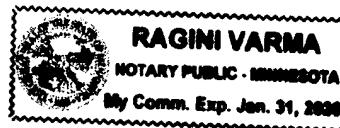
By: Kevin Schieber
Kevin Schieber
Its Mayor

By: Jason Ziemer
Jason Ziemer
Its Interim City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this 5th day of April, 2024 by Kevin Schieber and Jason Ziemer, 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.

Ragini Varma
Notary Public



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

EXHIBIT A
FOX RUN
SUBJECT PROPERTY & DEVELOPMENT AREA
LEGAL DESCRIPTION

Current Legal Description

The East Half of the Northwest Quarter except part platted and except the following described parcel: that part of the Southeast Quarter of the Northwest Quarter described as follows: beginning at the Southwest corner of Lot 6, Block 2, of Stone Meadow; thence Southerly along the same course as the Westerly line of said Lot 6, a distance of 33 feet; thence Easterly and parallel with the South line of said Lot 6, a distance of 460.04 feet; thence North a distance of 33 feet to the Southeast corner of said Lot 6; thence Westerly along the South line of said Lot 6, a distance of 460.04 feet to the point of beginning of Section 28, Township 35, Range 21, Chisago County, Minnesota.

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

PID(s): 11.00567.00

Proposed Legal Description

Lots 1 through 2, inclusive, Block 1; Lots 1 through 7, inclusive, Block 2; Lots 1 through 9, inclusive, Block 3; Lots 1 through 3, inclusive, Block 4; and Lots 1 through 13, Block 5; and Outlots A, B, C, D, E and F of Fox Run, Chisago County, Minnesota.

EXHIBIT B

**FOX RUN
FINANCIAL SECURITY & ESCROW**

2024 EXHIBIT B

DEVELOPMENT INFORMATION		
Property - Acres	15.9	Total Acres Lots + Outlots + New ROW
Property - Square Feet	692,604.0	SF Lots + Outlots + ROW
Units - Phase I	34.0	Residential Units/Lots
Lots - Phase I	38.0	Lots (34) + Outlots (4)

SECTION 1: DEVELOPMENT FEES	COST	PER	DUE	NOTES
Water Trunk	3,500.00	Per Unit	119,000.00	
Sanitary Sewer Trunk	1,656.00	Per Unit	56,304.00	
Storm Sewer Trunk	-	Per Acre	-	
Park Dedication	1,800.00	Per Unit	61,200.00	
Subdivision GIS Data Entry Fee	-	Per Acre	-	
Lot Origination Fee	40.00	Per Lot	1,520.00	34 Residential Lots + 4 Outlots
Subtotal Platting Fees			238,024.00	
Pre-Paid Lot Fee			(1,360.00)	Pre Paid 34 Lots: Owe 4 Outlots
Total Platting Fees			236,664.00	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	DUE	NOTES
Administrative	-	Construction Improvements (3%)
Payment in Lieu / Public Trail Construction	60,000.00	Per Resolution No. 36-23-CC
Subtotal Administrative and Development Related Costs	60,000.00	
[List Credits, if Applicable]	-	
Total Administrative and Development Related Costs	60,000.00	

SECTION 3: IMPROVEMENT COSTS	SECURITY	DUE	NOTES
Development Escrow			
Engineering - Onsite Field Inspection	-	15,000.00	City Engineer - Contract
Engineering - Plan Review	-	-	City Engineer - Contract
Environmental	-	-	Wetland Engineer - Contract
Legal	-	1,000.00	City Attorney - Contract
Planning	-	2,000.00	Planning Staff
Non-Public Improvements			
Landscaping	-	-	
Construction - Site (Grading)	15,103.00	-	Grading + Erosion Control + Removals
Construction - Storm Ponding	-	-	
Wetland Mitigation			
Wetland Mitigation	-	-	5 Year Warranty Period
Public Improvements Dedicated to the City			
	-	-	
Construction - Streets	393,235.00	-	Streets + Mobilization (per Eng Est)
Construction - Utility Improvements (Storm Sewer)	274,750.00	-	Storm Sewer (per Eng Est)
Construction - Utility Improvements (Water Main)	169,165.00	-	Water (per Eng Est)
Construction - Utility Improvements (Sanitary Sewer)	148,622.00	-	Sanitary Sewer (per Eng Est)
Subtotal Improvement Costs	1,000,875.00	18,000.00	
[List Credits, if Applicable]	-	-	
Total Improvement Costs	1,000,875.00	18,000.00	

SECTION 4: LOC / ESCROW / FEES REQUIRED	SECURITY	DUE	NOTES
Cash & Escrow			
Section 1: Platting Fees	-	236,664.00	Cash
Section 2: Administrative Fees	-	-	Cash
Section 2: Development Related Costs	-	60,000.00	Development Related Items
Section 3: Cash Escrow	-	19,800.00	Cash (110%)
Security			
Section 3: Letter of Credit - Improvements	1,251,093.75	-	Public / Non-Public Improvements (125%)
Section 3: Letter of Credit - Wetland Mitigation	-	-	Wetland Mitigation (125%)
Total Letter of Credit and Cash Required	1,251,093.75	316,464.00	

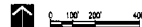
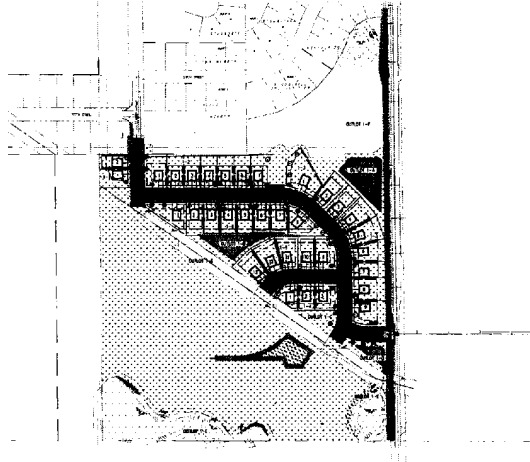
EXHIBIT C
FOX RUN
APPROVED PLANS

REVISION HISTORY

1	08/10/2022	FINAL PLAT SUBMITTAL
2	03/23/2023	FINAL PLAT RE-SUBMITTAL
3	04/25/2023	FINAL PLAT RE-SUBMITTAL
4	05/31/2023	FINAL PLAT RE-SUBMITTAL
5	08/14/2023	FINAL PLAT RE-SUBMITTAL
6	08/30/2023	FINAL PLAT RE-SUBMITTAL
7	07/31/2023	FINAL PLAT RE-SUBMITTAL
8	03/22/2024	FINAL APPROVED PLANS

FOX RUN DEVELOPMENT PHASE I PLAN

CONSTRUCTION PLAN FOR FOX RUN
GRADING, AGGREGATE BASE, BITUMINOUS PAVEMENT, SIDEWALK, CURB & GUTTER, STORM SEWER,
STORMWATER DETENTION BASINS AND UTILITIES



CONTACT INFORMATION

OWNER
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056
STAKE NUMBER
CIVIL ENGINEER
LHB INC
100 WASHINGTON AVE. N. 2ND FLOOR
MINNEAPOLIS, MN 55402
PHONE: 612.338.1111
ADMIN@LHBINC.COM
612-338-2894

GOVERNING SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0001	TITLE SHEET
C001	NOTES & LEGEND
C002-C003	CONSTRUCTION CHARTS
C003-C006	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
C007	PHASING PLAN
C101	REMOVALS & EROSION CONTROL SHEET INDEX PLAN
C102-103	REMOVALS & EROSION CONTROL SHEET INDEX PLAN
C201	GRADING SHEET INDEX PLAN
C202-203	GRADING PLANS
C301-304	GREENWAY AVE. & GRANBY ST. PLAN & PROFILE
C305	376TH ST. PLAN & PROFILE
C306	376TH ST. PLAN & PROFILE
C311-312	STORM PLAN
C313-318	STORM PROFILES
C401	LAYOUT & SURFACING SHEET INDEX PLAN
C402-404	LAYOUT & SURFACING PLANS
C501-505	CITY STANDARD DETAILS
C511-513	CIVIL DETAILS
L101	TREE PLANTING PLAN
L501	LANDSCAPE DETAILS

— THIS PLAN CONTAINS 41 SHEETS —

UTILITY NOTE

THE SURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 3. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF D2/4022-38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION OF EXISTING SUBSURFACE UTILITY DATA".

CLIENT
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056



DESIGNED BY LHB INC.
200 Washington Ave. N. 2nd Floor, Minneapolis, MN 55402 (612) 338-1111
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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]*
DATE: 03/22/2024

CHECK BY:
DATE: 03/22/2024

PROJECT #
210538

DRAWN BY:
DATE: 03/22/2024

TITLE SHEET

FOX RUN DEVELOPMENT
1ST ADDITION

NORTH BRANCH, MN

SHEET
0001

[illegible]

1. PROTECT ALL FENCES, SIGNS, STRUCTURES, DRAINAGE, SIDEWALKS, STREETS, BUSHES, TREES, ETC. WHICH ARE NOT DESIGNATED FOR REMOVAL, OR OUTSIDE THE LIMITS OF CONSTRUCTION.
2. THE CONTRACTOR (GENERAL 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.

1. GRADES SHOWN ARE THEIR SURFACE ELEVATIONS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAKE APPROPRIATE ADJUSTMENTS FOR VARYING SURFACING TYPES (E.G., PAVEMENT, TOPSOIL) TO DETERMINE SUBGRADE ELEVATIONS.
2. SPOT ELEVATIONS ALONG CURBS REPRESENT THE FLOWLINE (OUTLETLINE) UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL STOP WORK IMMEDIATELY IN THE AFFECTED AREA AND NOTIFY THE OWNER IF CONTAMINANTS ARE FLOPED IN THE EXISTING SOILS BASED ON VISUAL OR OLFACTORY (SMELL) OBSERVATION.
4. SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
5. PROVIDE POSITIVE DRAINAGE AT ALL TIES WITHIN THE CONSTRUCTION AREA. DO NOT ALLOW WATER TO POOL IN EXISTING AREAS, AND MAINTAIN ALL EXISTING DRAINAGE PATTERNS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL ODM REGULATIONS IN THE

CONTRACTOR SHALL OBTAIN ALL NECESSARY USES PERMITS AND SHALL MAINTAIN DASH PERMITS AS REQUIRED BY THE REGULATORY AGENCY.

THE DESIGN CRITERIA PLAN INCLUDED IN THE CITY SHALL AS THE FOLLOWING PROVISIONS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY EMBANKMENT CUTS, DITCHES, GRADED WATERSIDE POND, FAILURE TO MAINTAIN THE CRITERIA AND PRACTICES OUTLINED WOULD RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR THE CONSTRUCTION OF THE WATER CUTS AND THE DRAINAGE FOR POND.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FILL, VORIFICATION, MAINTENANCE, MONITORING, AND DRAINAGE KEEPING ACCORDING BY THE ABOVE GRADING PLAN.

3. LOCATIONS OF STRATEGIZED CONSTRUCTION DISTURBANCES RELATED ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE AND MAKE USE OF DISTURBANCE TO ACCOMMODATE CONSTRUCTION VEHICLES AND ACCESS.

4. THE CONTRACTOR SHALL NOT DISTURB EXISTING VEGETATION OUTSIDE THE BOUNDS OF CONSTRUCTION.

5. PERMANENTLY CLEAR AND OPEN UP ALL EMBANKMENT ON THE EMBANK CARPUS OF THE PROJECT.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY EMBANKMENT CUTS, DITCHES, GRADED WATERSIDE POND, FAILURE TO MAINTAIN THE CRITERIA AND PRACTICES OUTLINED WOULD RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR THE CONSTRUCTION OF THE WATER CUTS AND THE DRAINAGE FOR POND.

7. PROVIDE ADEQUATE ON-SITE PROTECTION, IN ADDITION TO THAT BOUND SO THAT REMOVED IS NOT DISTURBED BY THE CONTRACTOR.

8. SCHEDULE REMOVAL OF EXISTING OPERATIONS IMMEDIATELY AFTER THE GRADING WORK IS COMPLETE.

9. REMOVAL OF EXISTING OPERATIONS SHALL BE COORDINATED WITH THE GRADING WORK.

10. PROVIDE DISTURBANCE IMMEDIATELY DURING CONSTRUCTION TO PREVENT SETBACK IN HARVEST.

11. THE CONTRACTOR SHALL COMPLY WITH ALL HOUSE AND JUST CONSTRUCTION ORDINANCES OF THE CITY OF NORTH BASTON.

12. ALL DESIGN CRITERIA, FEATURES SHALL BE NOT IN CONCORDANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY EMBANKMENT CUTS, DITCHES, GRADED WATERSIDE POND, FAILURE TO MAINTAIN THE CRITERIA AND PRACTICES OUTLINED WOULD RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR THE CONSTRUCTION OF THE WATER CUTS AND THE DRAINAGE FOR POND.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION CUTS ON OTHER DISTURBANCES.

13. 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 SALT FENCES, SWAYM BALE DICES, OR OTHER APPROPRIATE MEANS AS NECESSARY IN ADDITION TO WHAT IS SHOWN ON THE DRAINAGE.

[illegible]

6. PROPOSED LAKES SHALL BE PROVIDED AS SPECIFIED IN THE DRAWINGS.
7. PROVIDE CLAY FOR IMPROVED LAKES OTHER THAN ON 0% SLOPE OR REPORT AS REQUIRED TO COMPLETE THE WORK. THE CLAY SHALL BE OF THE FOLLOWING REQUIREMENTS:
 - A. LAKES SHALL HAVE A MINIMUM OF 1% SLOPE.
 - B. CLAYS SHALL BE THREE FEET THICK OR DEEPER GREATER THAN 3 INCHES.
 - C. CLAYS SHALL HAVE SOME OR DEEPER PASSING THE NO. 20.
 - D. CLAYS SHALL HAVE A PERMEABILITY OF LESS THAN 10^{-10} CM/SEC.
 - E. CLAYS SHALL HAVE A LIQUID LIMIT OF LESS THAN 40.
 - F. CLAYS SHALL HAVE A PLASTICITY INDEX OF LESS THAN 10.
8. SUBMIT ONE (1) LBS SAMPLE FOR EACH MATERIAL, AND ONE EACH 5,000 YARDS PLAZED OR FRACTION THEREOF TO THE GEOLOGICAL CHIEF FOR TESTING. PROVIDE SAMPLES OF ALL TEST RESULTS TO THE OWNER.
9. COMPACT IMPROVED LAKES TO 95% OF MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM 060.
10. PROVIDE ONE (1) COMPACTED TEST FOR EVERY 1,000 YARDS PLAZED. PROVIDE COMPACT OF ALL TEST RESULTS TO THE OWNER.
11. ALL WORK BEING DONE WORK AT AN ADDITIONAL COST TO THE OWNER.

THE DATA CENTER OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN EXCEPT AS MODIFIED BY THE PROJECT SPECIFICATIONS. (AVAILABLE AT: <http://www.dot.wisconsin.gov/standards>)

ALL SURVEY CONTROL DEVICES AND SIGNALING SHALL CONFORM TO THE WIS MUTCD, INCLUDING THE MOST CURRENT FIELD MANUAL. (AVAILABLE AT: <http://www.dot.wisconsin.gov/trfmanual>)

SURVEY CONTROL NOTES

HYDROGRAPHIC DATUM
CHESAPEAKE COUNTY COORDINATE SYSTEM (NAD83)

VERTICAL DATUM
MEAN SEA LEVEL

BEACHES
HYDROGRAPHIC LOCATED AT THE IN POINT OF GREENWICH AND - TOP HAT HYDROGRAPHIC BIZ/66

ADDITIONAL SURVEY CONTROL ON SITE IS AVAILABLE CONTACT LARS REISCHER AT 303-646-0443

[illegible]

STRIPS LEGEND

--- CONSTRUCTION LIMITS
= CROSSBULK BLOCK
f PAVEMENT NECKLAGE

 SINGLE-WAVELENGTH
 DOUBLE-PINPOINT
 SQUARE-PIN TYPE
 OCTAGON-PIN MEMOS

1ST DIRT MEMO	2ND DIRT PATTERN	3RD DIRT COLOR
S = SOLID	S = SOLID	S = WHITE
B = BROWN	B = BROWN	T = YELLOW
T = TOTTEN	T = TOTTEN	B = BLACK
D = DOUBLE	D = DOUBLE	
K = DOUBLE KNOCK	K = DOUBLE KNOCK	
B = DOUBLE BOTTED	B = DOUBLE BOTTED	

S=SHOULD BE CONSIDERED	B=NOT REFLECTIVE C=CONSIDERED FOR INCREASE
---------------------------	---

EXAMPLE: = "S" SOLID WHITE LATEX
 OCTAGON IN, CONTRAST, NOT REFLECTIVE

[illegible][illegible]

LOT DESIGN CHART

[illegible]

SHEET NOTES

1. INSTALL PRETREATMENT DEVICE IN ACCORDANCE WITH DETAIL 1/C511.

[illegible]

TABLE 1. APPROVED FORM STRUCTURES			
STRUCTURE	NUMBER	FUNCTIONAL NAME	CUSTOMER FUNCTIONAL NAME
1	1	STANDARD	STANDARD
2	2	STANDARD	STANDARD
3	3	STANDARD	STANDARD
4	4	STANDARD	STANDARD
5	5	STANDARD	STANDARD
6	6	STANDARD	STANDARD
7	7	STANDARD	STANDARD
8	8	STANDARD	STANDARD
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98	98	STANDARD	STANDARD
99	99	STANDARD	STANDARD
100	100	STANDARD	STANDARD

[illegible]

03/25/2004	FINAL APPROVED PLAN	 GRAPHIC HOMES 30814 3RD AVENUE NORTH BRANCH, MN 55056 Copyright 2003 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.		CHECK BY: JMS	PROJECT #: 210538	CONSTRUCTION CHARTS	SHEET 0002
03/25/2004	FINAL PLAN RE-SUBMITTAL		DRAWN BY: DMS					
03/25/2004	FINAL PLAN RE-SUBMITTAL		SEAL: 		DRAWN BY: DMS		FOX RUN DEVELOPMENT 1ST ADDITION	NORTH BRANCH, MN
03/25/2004	FINAL PLAN RE-SUBMITTAL		SEAL: 		DRAWN BY: DMS			
03/25/2004	FINAL PLAN RE-SUBMITTAL		SEAL: 		DRAWN BY: DMS			

[illegible]

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.

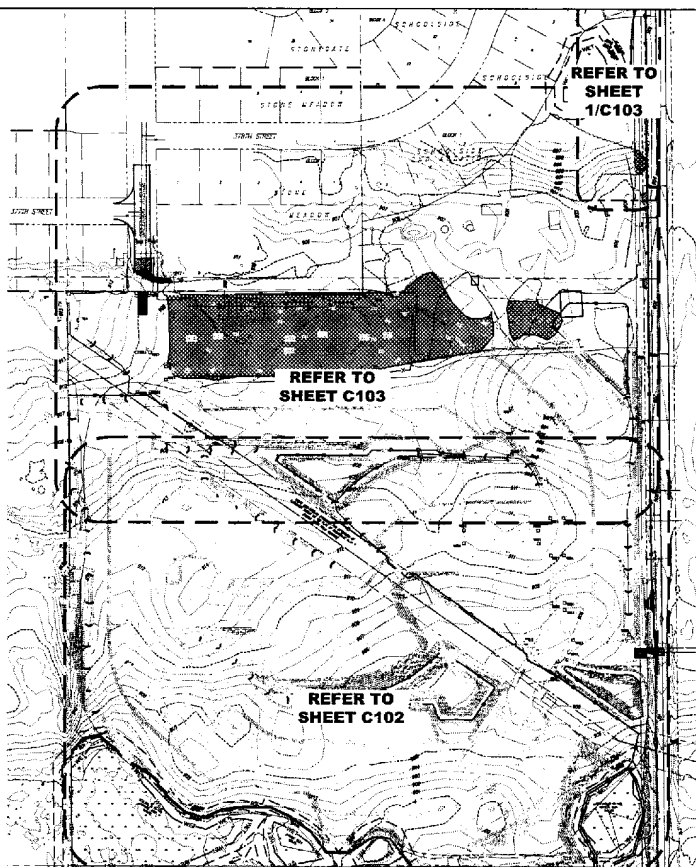
6. CALCULATIONS AND OTHER INFORMATION USED FOR DESIGN OF TEMPORARY SEDIMENTATION BASINS AND PERMANENT STORMWATER TREATMENT SYSTEMS, PREPARED UNDER A-5, SEE SUPPLEMENTARY OFFICE.

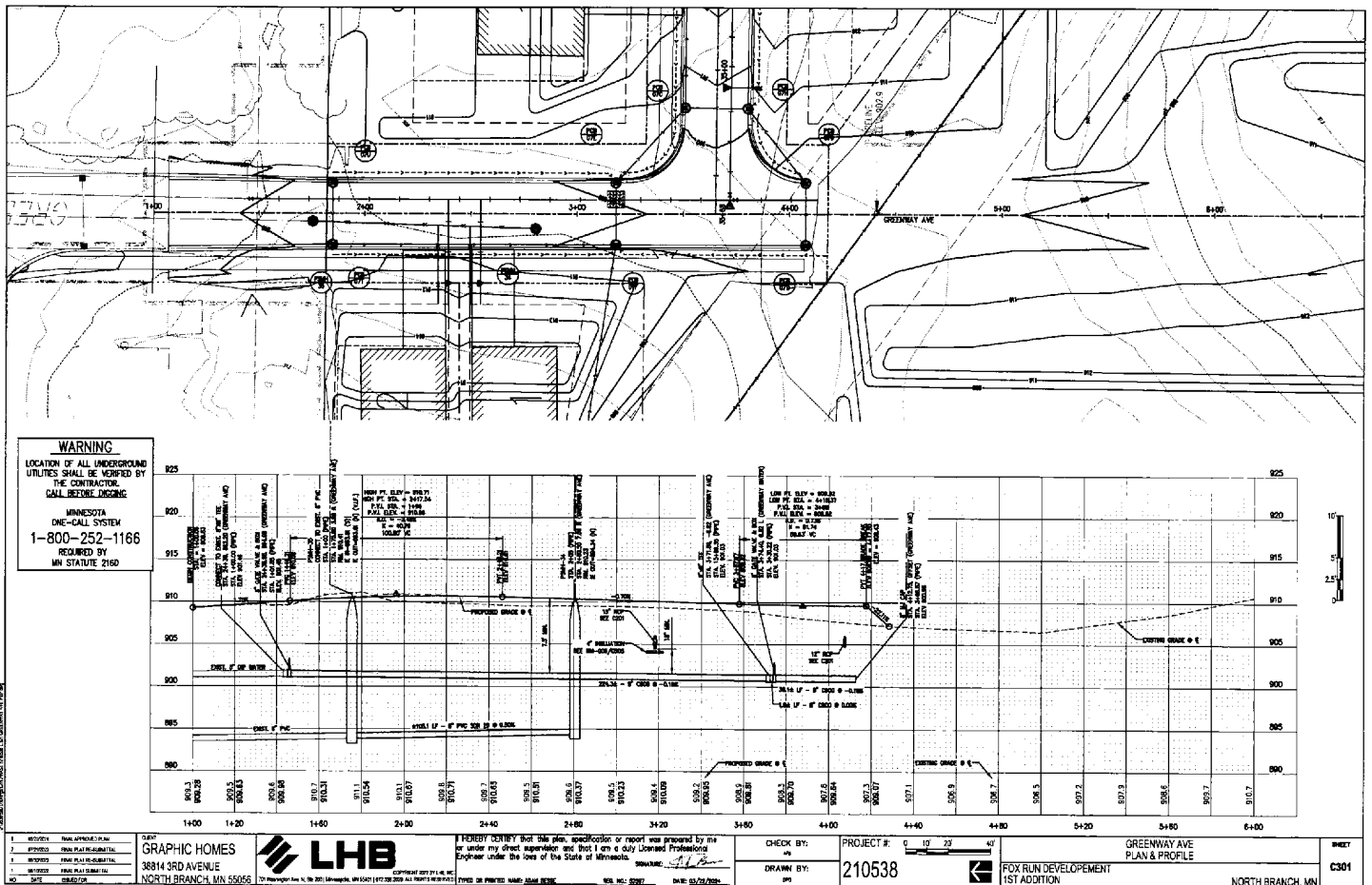
9. PROCEDURES TO ESTABLISH ADDITIONAL TEMPORARY BMPs, AS NECESSARY, DURING CONSTRUCTION (PERMIT ITEM 3.5)

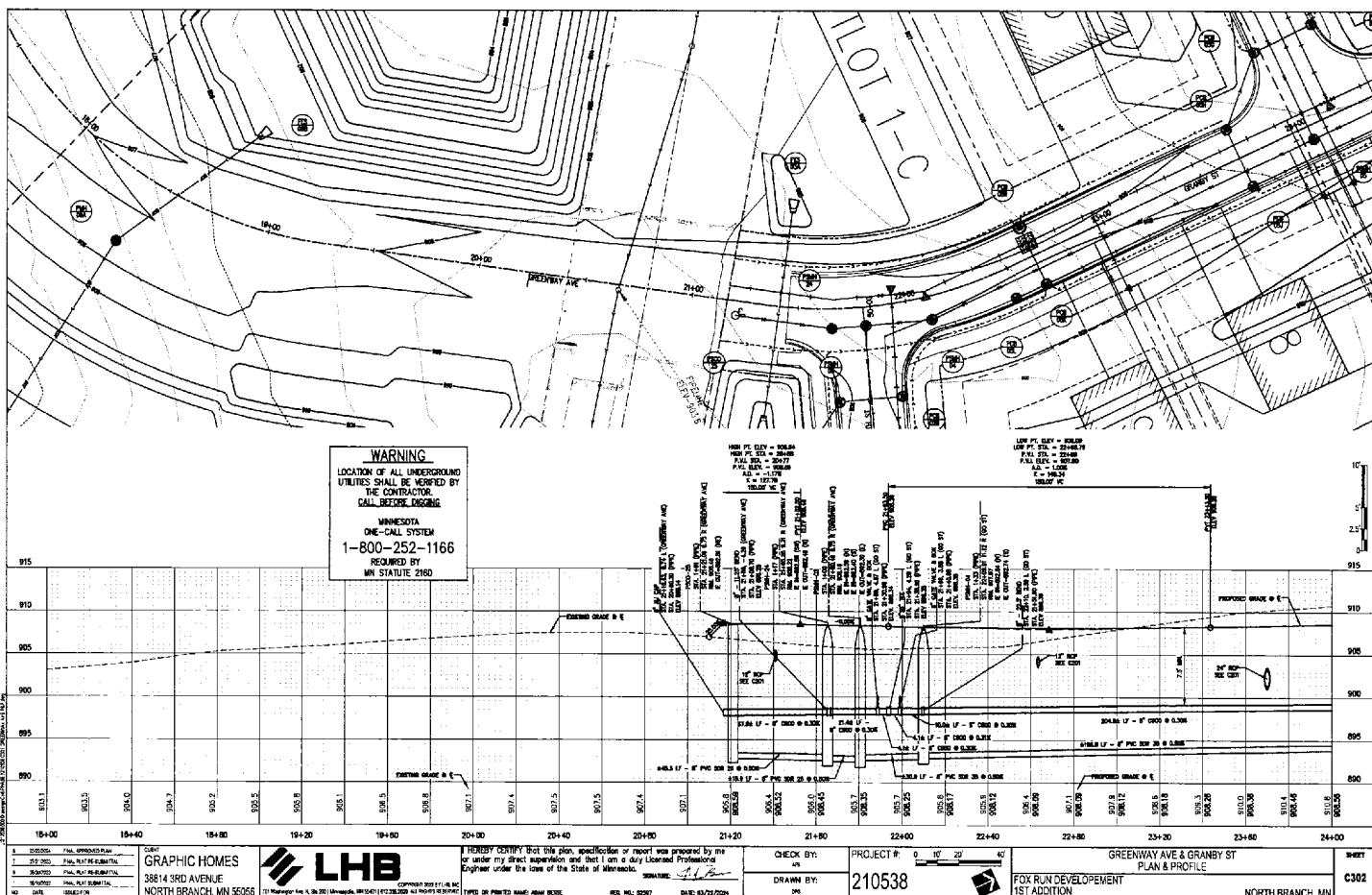
A. IF REGULAR INSPECTIONS OR OTHER OBSERVATIONS INDICATE THE NEED FOR ADDITIONAL TEMPORARY BMPs TO PREVENT EROSION, THE PROVIDE ADDITIONAL BMPs BEFORE THE NEXT RAIN EVENT

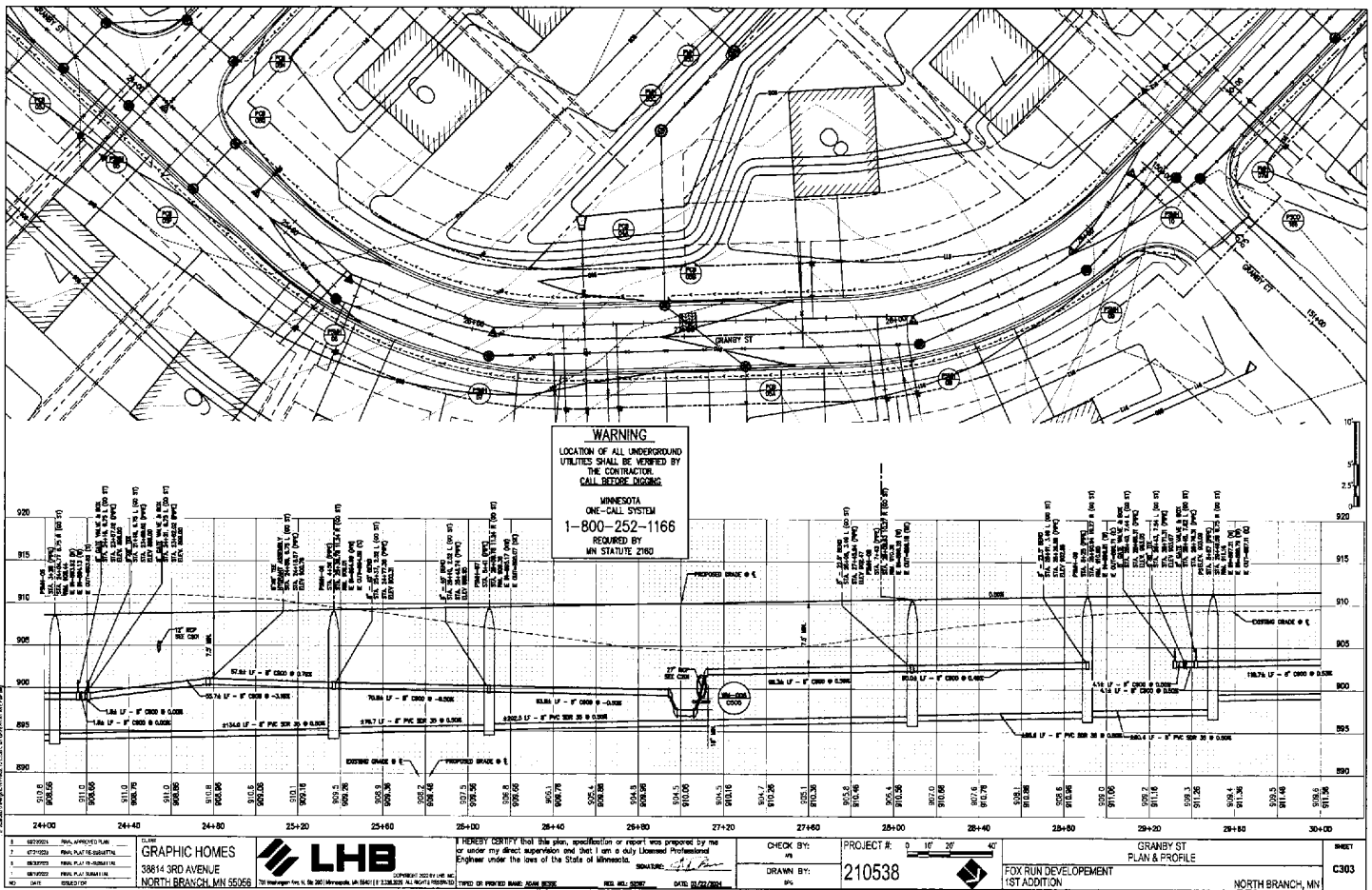
B. MAINTAIN CLEAR AND UPDATED PLANS (MAPS) OF THE CURRENT TEMPORARY BMPs

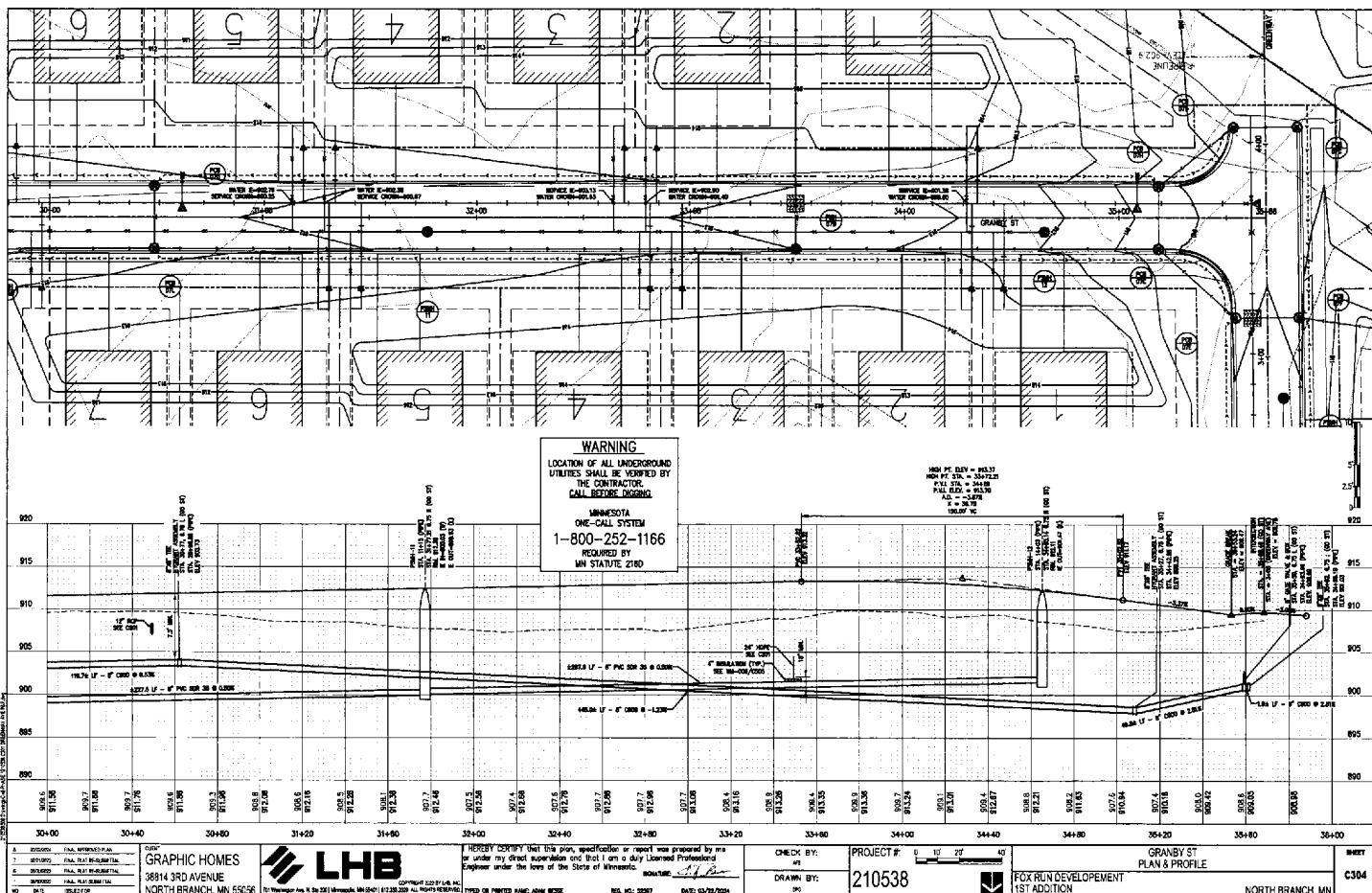
1. DESIGNER: FINAL APPROVED/DATE: _____ 2. CHECKED: FINAL APPROVED/DATE: _____ 3. REVISED: FINAL APPROVED/DATE: _____ 4. PREPARED: FINAL APPROVED/DATE: _____		5. DATE: _____ GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056				I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.		CHECK BY: _____ DATE: _____		PROJECT #: 210538		STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE		SHEET _____ OF _____	
				COPYRIGHT © 2021 LHB ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM LHB.		DRAWN BY: _____ DATE: _____		PROJECT #: 210538		FOX RIVER DEVELOPMENT 1ST ADDITION		NORTH BRANCH, MN		CODE: _____	

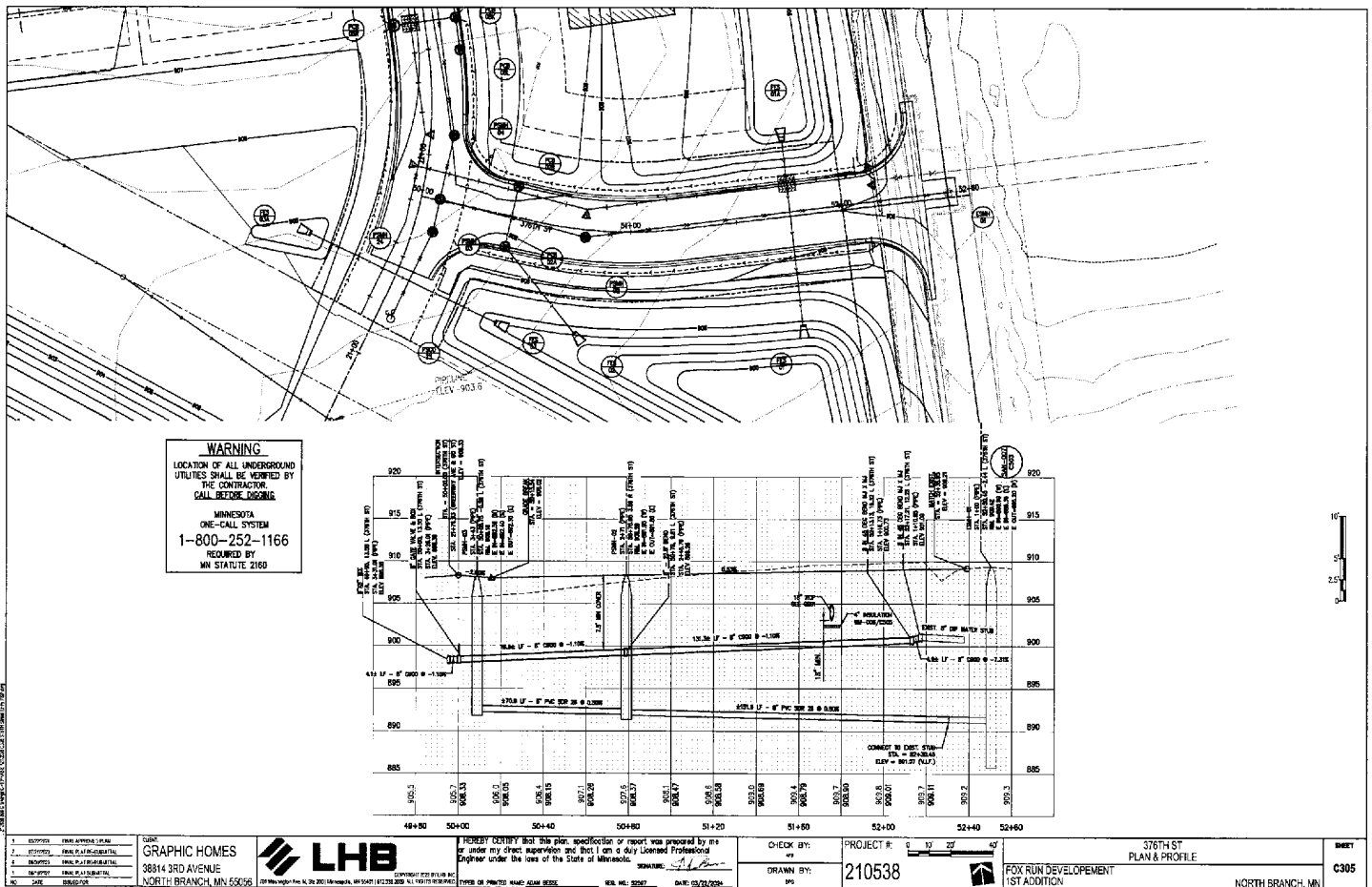


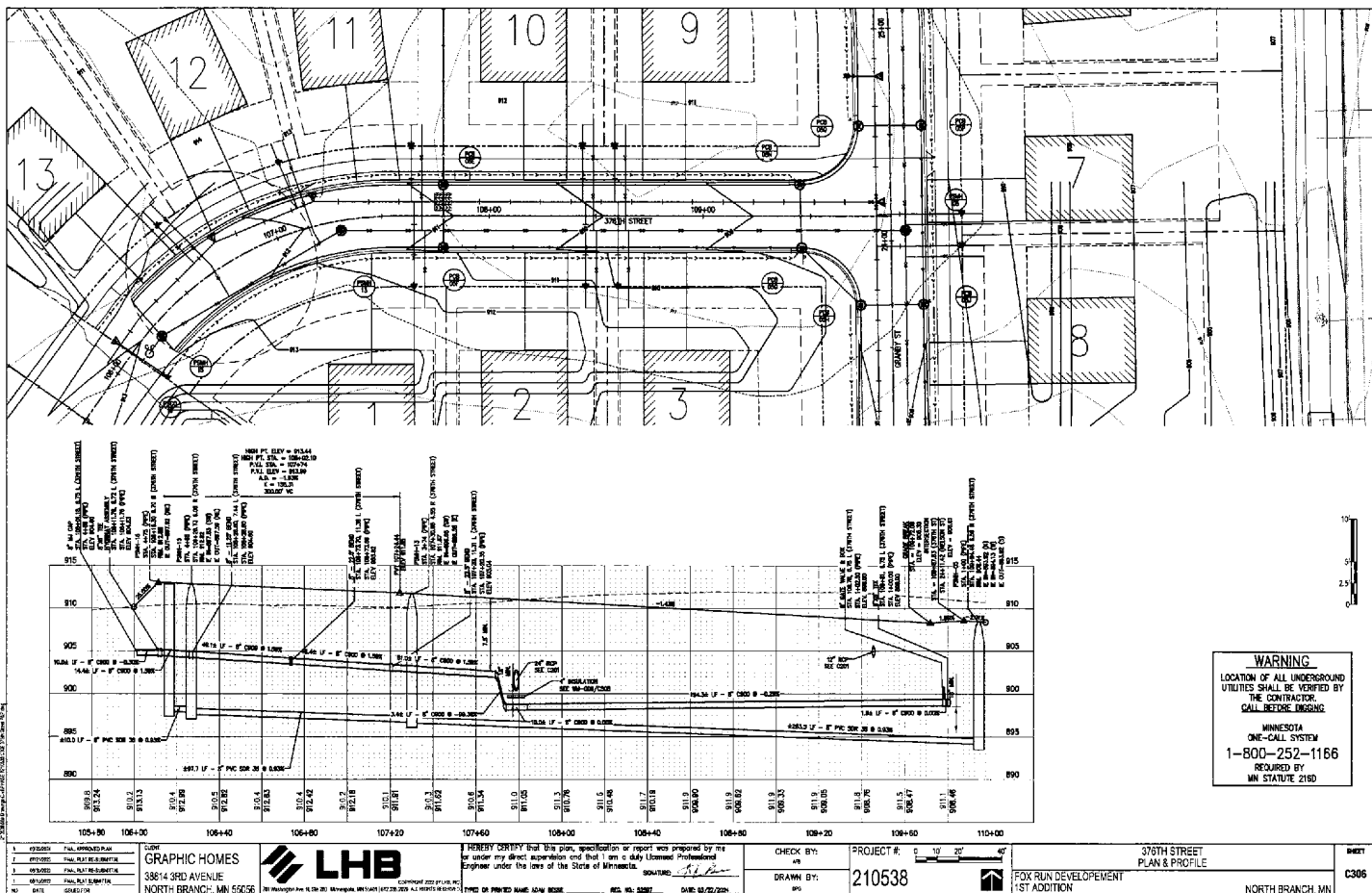






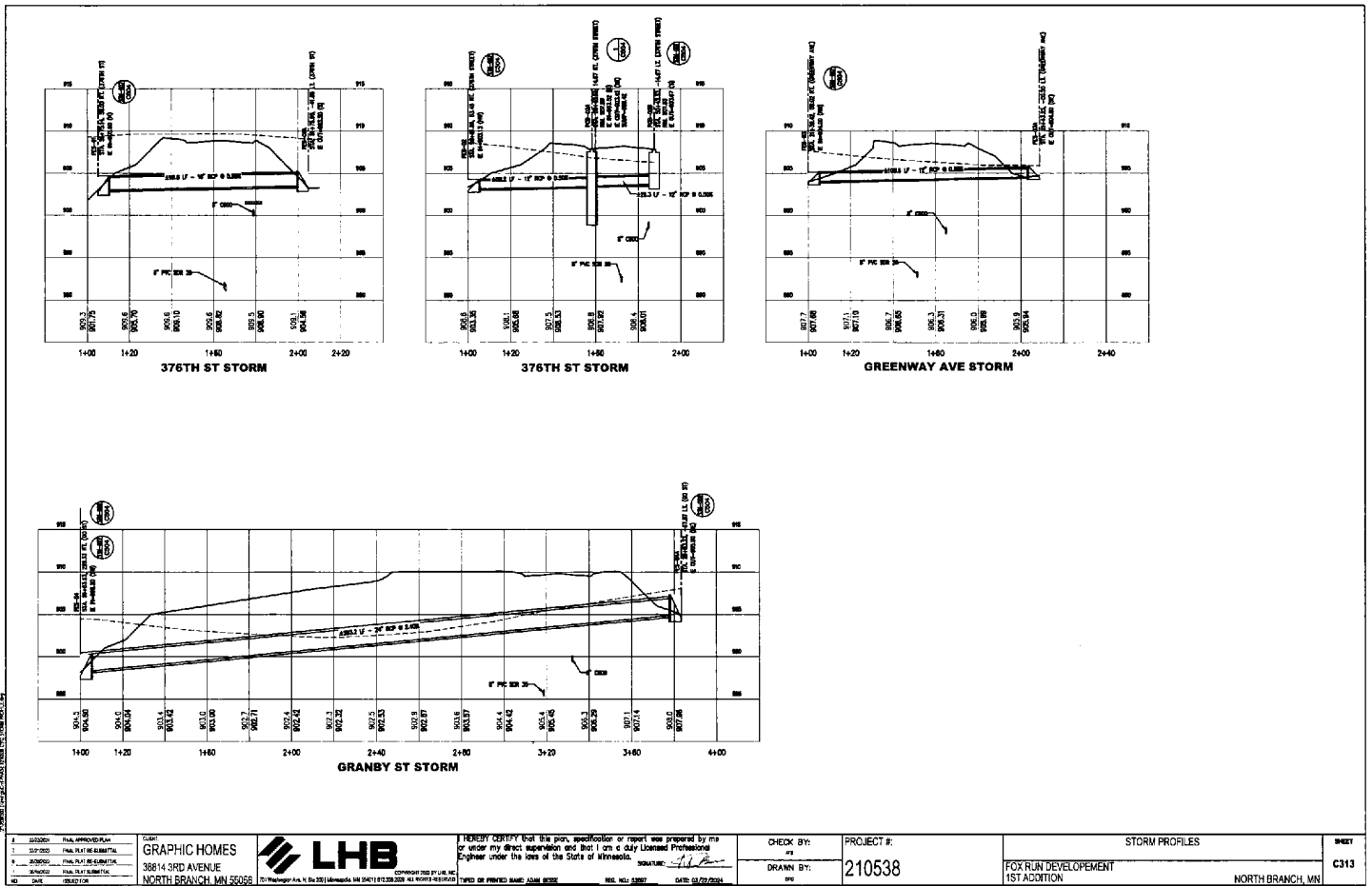




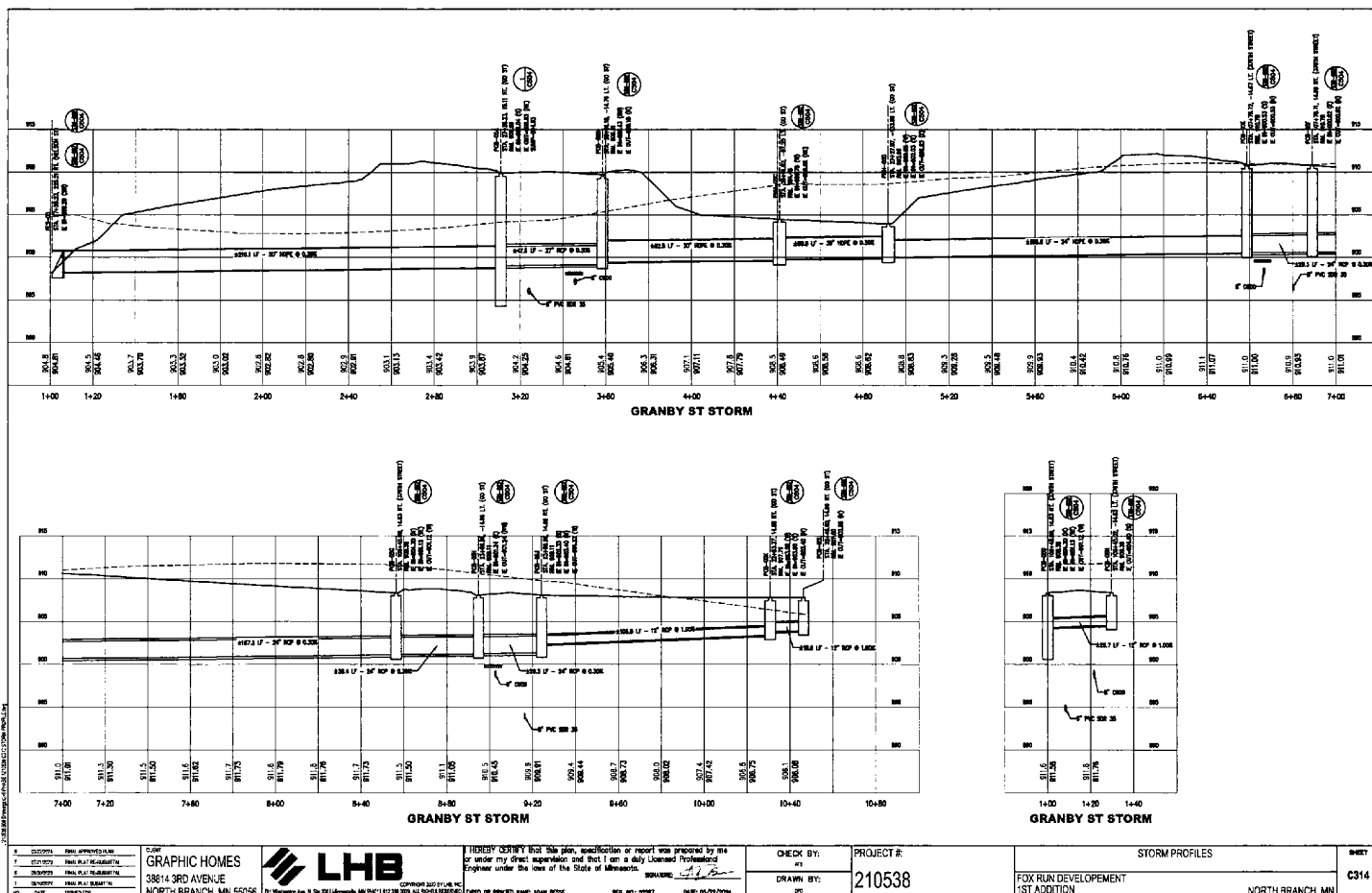


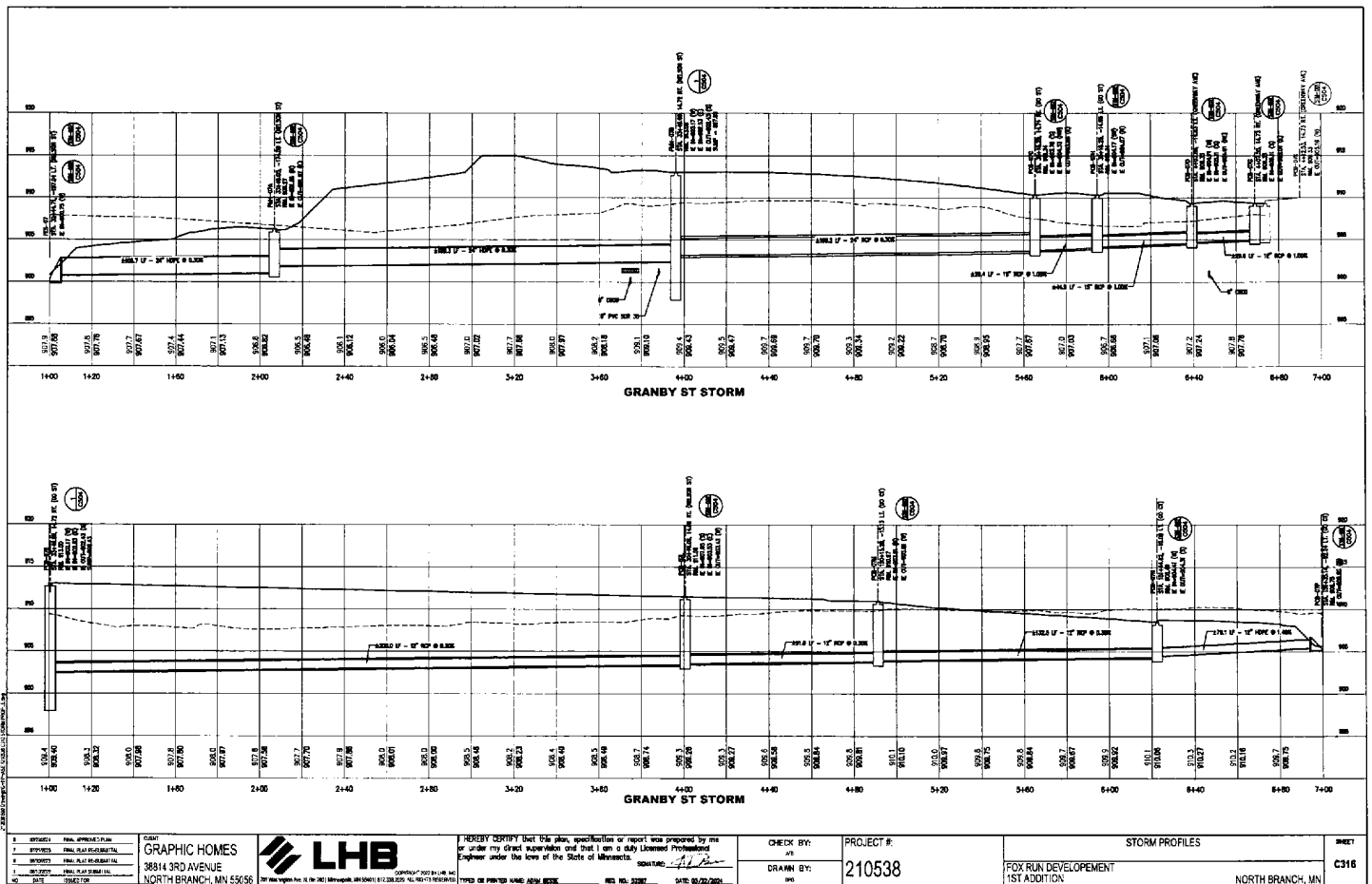
WARNING
 LOCATION OF ALL UNDERGROUND
 UTILITIES SHALL BE VERIFIED BY
 THE CONTRACTOR
 CALL BEFORE DIGGING
 MINNESOTA
 ONE-CALL SYSTEM
 1-800-252-1166
 REQUIRED BY
 MN STATUTE 215D

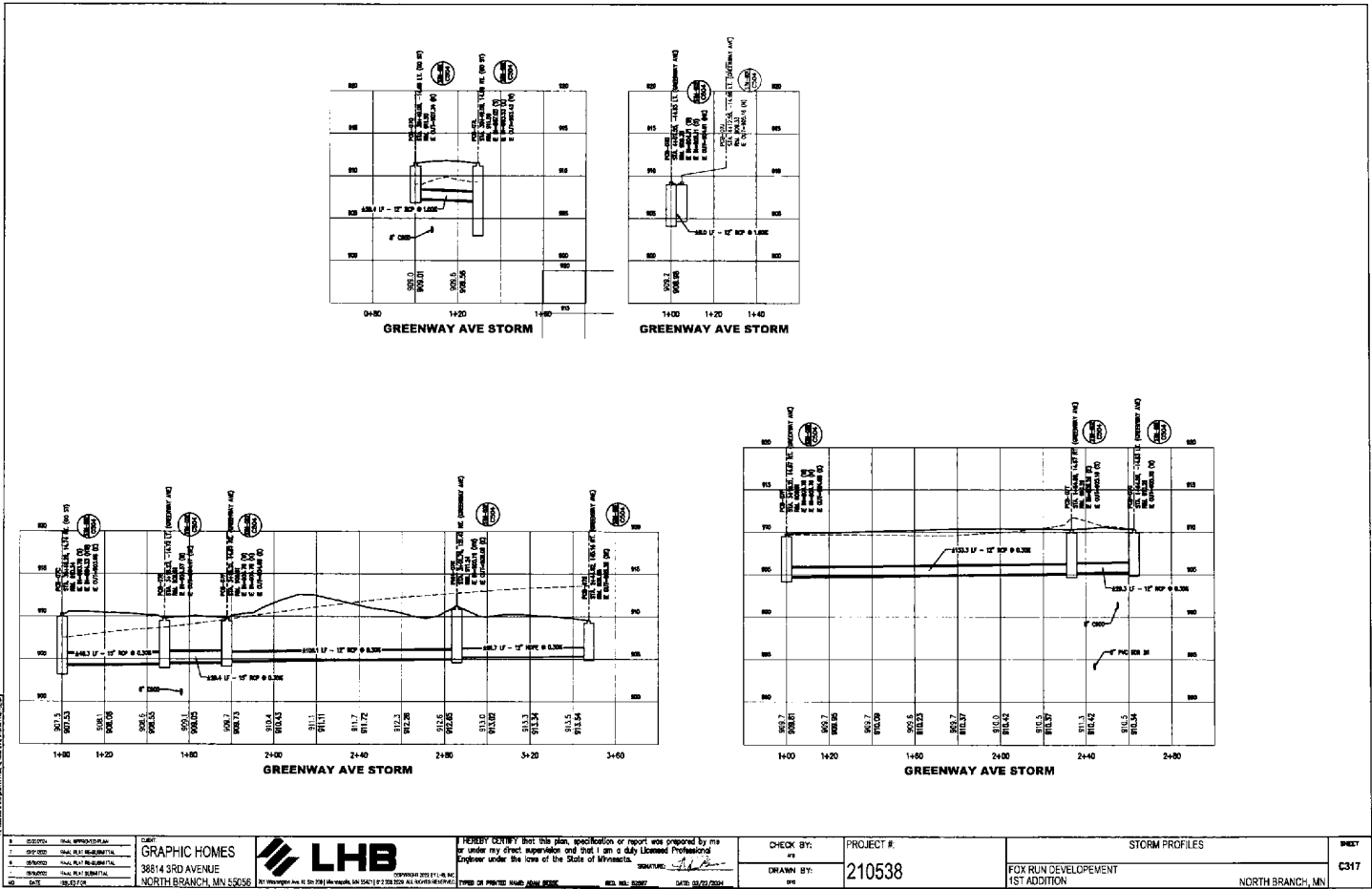
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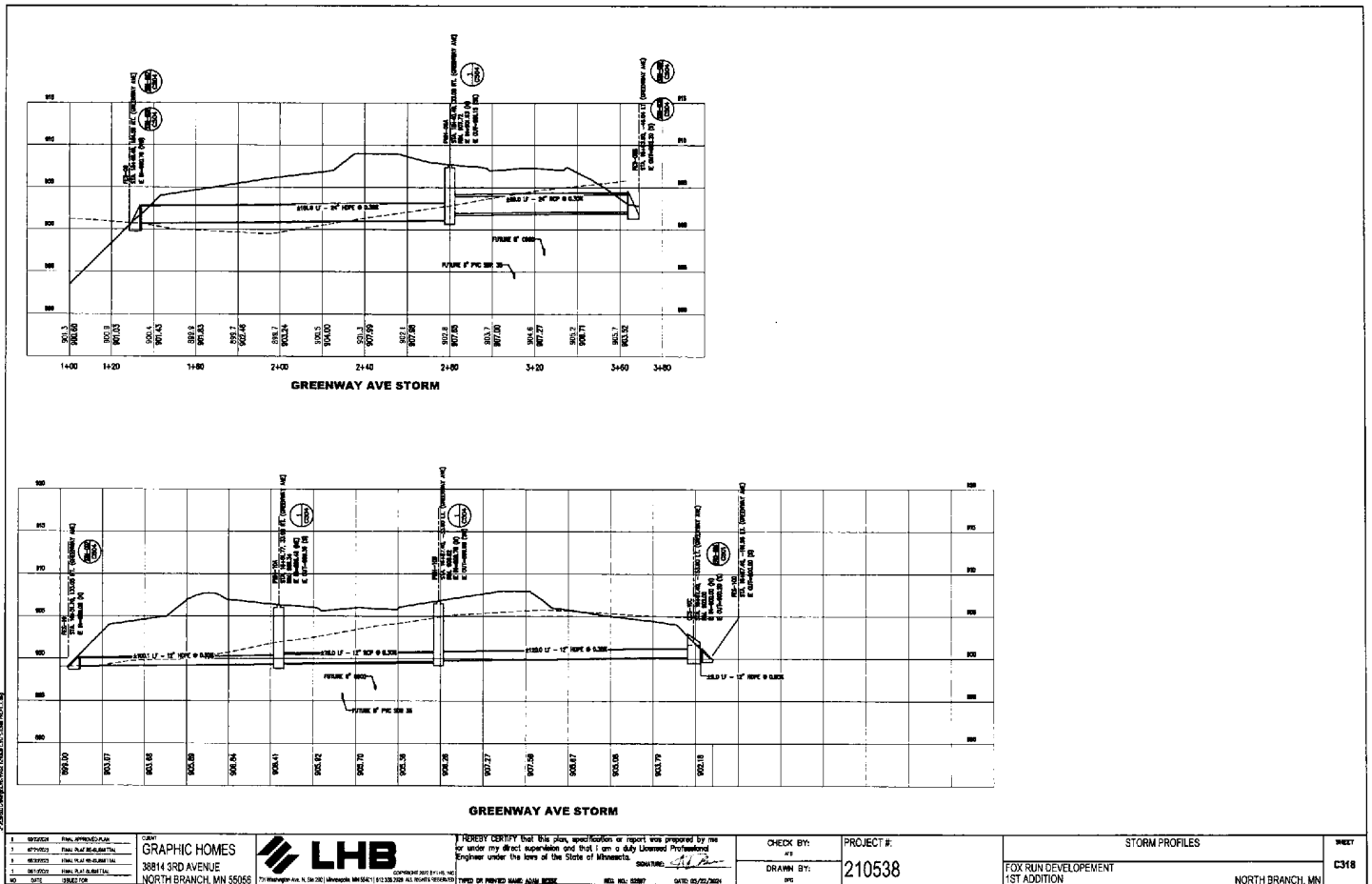


1. 20200001 Final Approval Plan 2. 20200002 Final Plan Revision 3. 20200003 Final Plan Revision 4. 20200004 Final Plan Revision 5. 20200005 Final Plan Revision	CLIENT GRAPHIC HOMES 38614 3RD AVENUE NORTH BRANCH, MN 56006	LHB 170 Washington Ave., N. Ste 200 Minneapolis, MN 55401 (612) 338-2222 402 PROJECTS 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>[Signature]</i> DATE: 10/20/2020	CHECK BY: DRANN BY:	PROJECT #: 210538	STORM PROFILES FOX RUN DEVELOPEMENT 1ST ADDITION NORTH BRANCH, MN	SHEET C313
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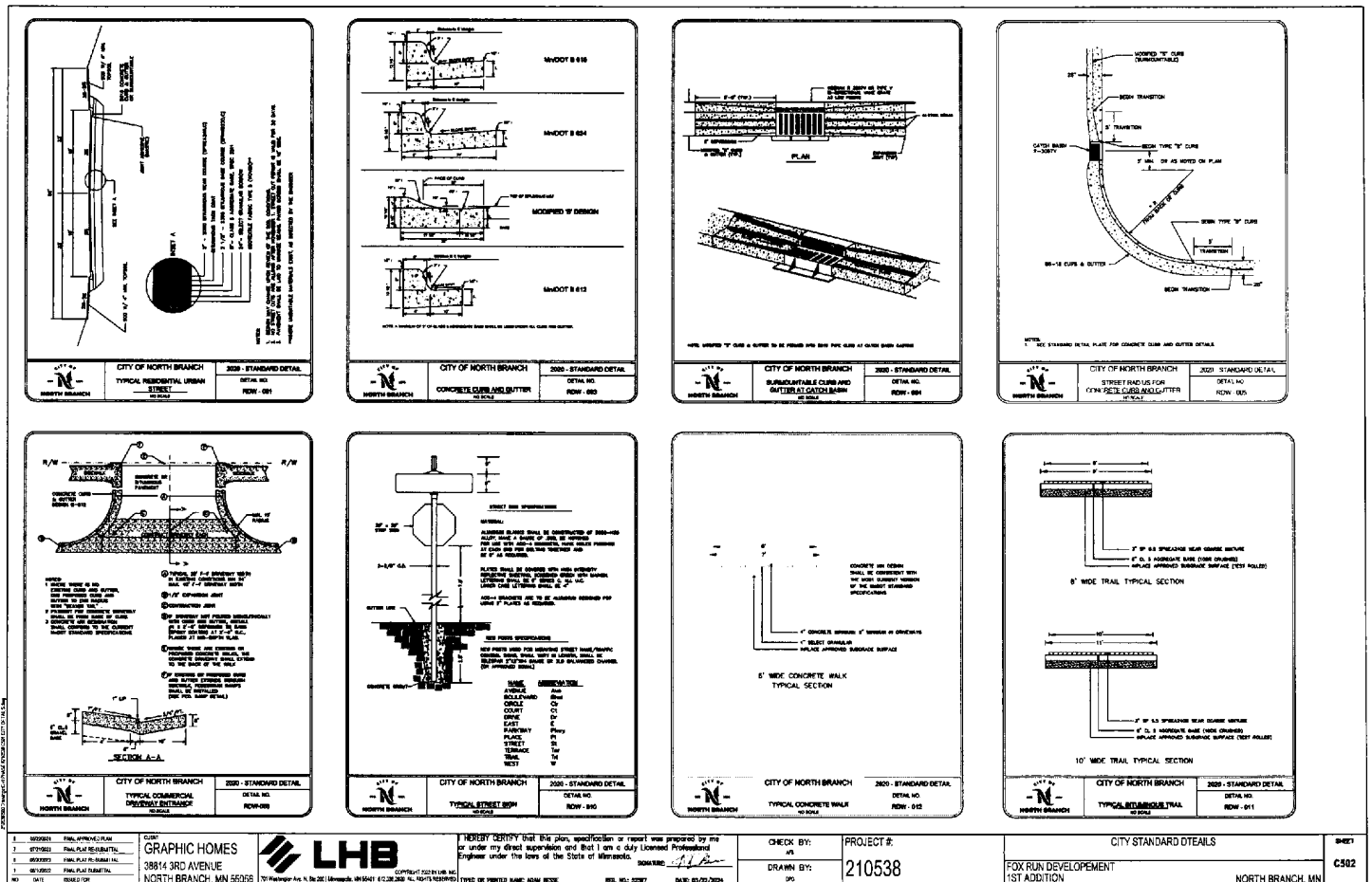








1. REVISION 2. APPROVED PLAN 3. 4/10/2023 4. 4/10/2023 5. 4/10/2023 6. 4/10/2023 7. 4/10/2023 8. 4/10/2023		GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55055		LHB 720 Washington Ave. N. Ste 200 Minneapolis, MN 55412 DESIGNED BY: J. J. J. CHECKED BY: J. J. J. DRAWN BY: J. J. J. DATE: 04/10/2023		PROJECT #: 210538		STORM PROFILES FOX RUN DEVELOPMENT 1ST ADDITION NORTH BRANCH, MN		SHEET C318
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NOTE: UNDERGROUND UTILITY PIPE CROSSINGS SHALL BE 4" THICK CENTERED OVER PIPE. CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON	CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON	CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON	CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON
CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON	CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON	CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON	CITY OF NORTH BRANCH 2000 - STANDARD DETAIL DETAIL NO. SAN-001 MATERIAL: IRON

1. APPROVED FOR: [Signature]

2. CHECKED BY: [Signature]

3. DRAWN BY: [Signature]

4. DATE: 11/11/2011

LHB

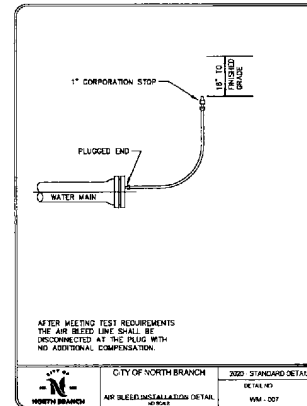
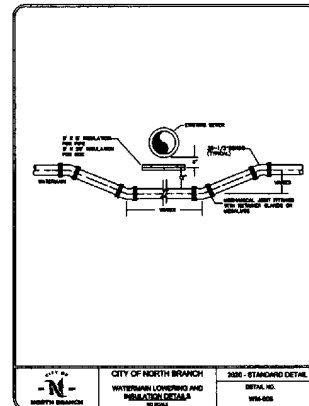
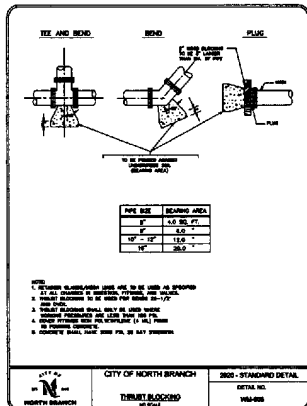
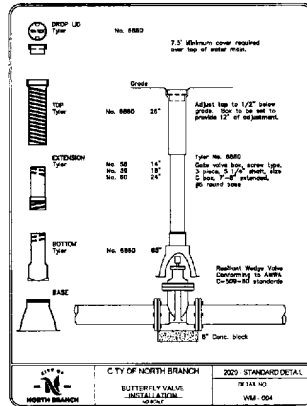
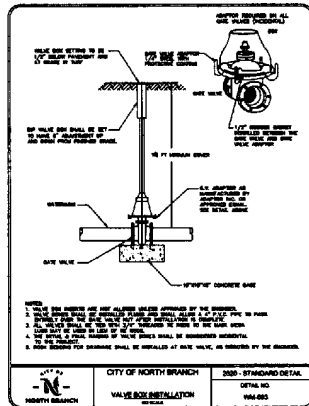
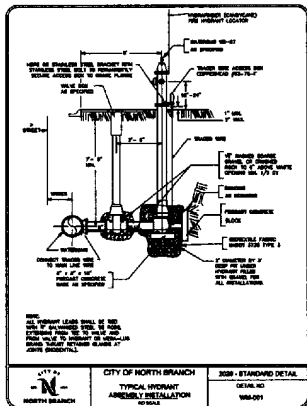
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056

PROJECT # 210538

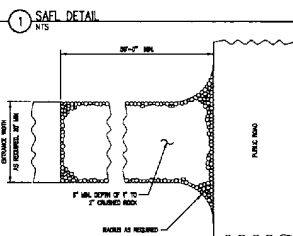
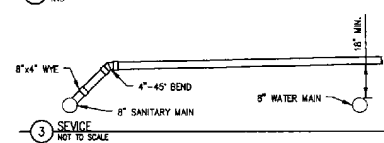
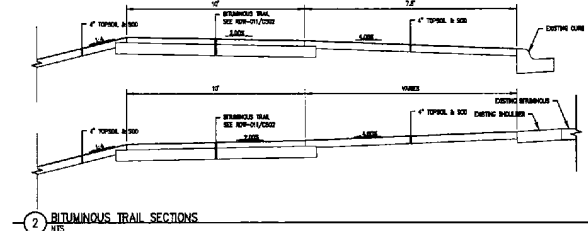
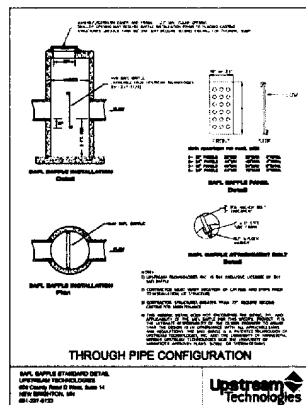
CITY STANDARD DETAILS

FOX RUN DEVELOPMENT
1ST ADDITION

SHEET C503

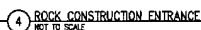
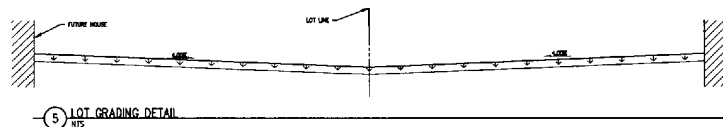


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CONSTRUCTION SPECIFICATIONS:

- a. STONE SIDE WALL 1'-6" CHAINED BUILT ON REINFORCED OR RECYCLED CONCRETE EQUIVALENT.
- b. THICKNESS NOT LESS THAN 8-INCHES.
- c. FLOOR COVERING SHALL BE PLACED OVER THE ENTIRE AREA.
- d. PAVED FACING OF STONE.
- e. MAINTENANCE: THE DRAINAGE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT OBSTRUCTION OF FLOWING OF SEWAGE INTO PUBLIC STREET-OR-ALLEY. THIS MAY REQUIRE PERIODIC CLEANING OF THE DRAINAGE. THE DRAINAGE SHOULD BE KEPT OPEN AND BEHIND A WALL OR CURB TO PREVENT COLLAPSE OF ANY UNDESIRABLE DEBRIS AND TO KEEP SEWAGE, AT ALL SEASONS, CLEANLY OF SEWAGE, STAINED OR TRAPPED INTO PUBLIC STREET-OR-ALLEY MUST BE REMOVED IMMEDIATELY.
- f. WASHING WHEELS SHALL BE CLEANED TO REMOVE SEWAGE. FRESH WATER SHALL BE USED TO WASH WHEELS. WATER WASHING IS RECOMMEND. IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND SHALL DRAIN INTO AN APPROVED SEWAGE TREATING DEVICE.
- g. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT.



1. DESIGNED: JOHN W. HOFFMAN, P.E.		 LHB 20000 Highway 100, Suite 100, North Branch, MN 55063 763.439.1111 www.lhbinc.com	I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. SIGNATURE: 	CHECK BY:	PROJECT #:	CIVIL DETAILS		SHEET:
2. CHECKED: JAMES J. BRYAN, P.E.				DRAWN BY:	210538	FOX RUN DEVELOPMENT 1ST ADDITION		CS11
3. APPROVED: JAMES J. BRYAN, P.E.						NORTH BRANCH, MN		
4. DATE: 08/11/2010								

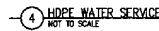
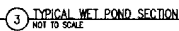
Page 567 of 691

EXHIBIT D
FOX RUN
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: _____, 20__

By: _____

Its: _____

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

MASTER PLANNED UNIT DEVELOPMENT AGREEMENT

FOX RUN

THIS MASTER PLANNED UNIT DEVELOPMENT AGREEMENT (“Master Agreement”) is made this 26th day of March, 2024 by and between Graphic Homes, Inc., a corporation, under the laws of the State of Minnesota, with its principal office located at 38814 3rd Avenue, North Branch, MN 55056 (“Developer”), and the City of North Branch, a Minnesota municipal corporation, located at 6408 Elm Street, North Branch, Minnesota 55056 (“City”); (collectively the “parties”).

FINDINGS & 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. 11.00567.00, as legally described on the attached Exhibit A (“Subject Property”), and which Subject Property shall be referred to hereafter as Fox Run.
- B. The City Council approved the Preliminary Plat for Fox Run, an 84-unit residential development, on 44.988 acres (“Development”), by Resolution No. 036-23-CC on May 23, 2023, and rezoning of the Subject Property to Planned Unit Development (“PUD”), by Ordinance No. 353-23 on May 23, 2023, collectively referred to hereinafter as “City Approvals”. The terms and conditions of the City Approvals are hereby incorporated into this Master Agreement by reference. Development of the Subject Property shall be in conformance with the City Code, the City Approvals and the Approved Plans, as hereinafter defined and enumerated on the attached Exhibit D except as may be specifically authorized in this Master Agreement.
- C. Given the size and scope of the Development, it is in the best interest of the City and Developer to allow the Development to proceed in multiple phases based on a Final Plat for each phase, and to enter into this Master Agreement in order to establish certain terms and conditions of approval prior to the Final Plat of any phase of the Development in subsequent years. The Developer’s Master Development Plan and Phasing Plan are attached as Exhibit B (“Master Plan”) and Exhibit C (“Phasing Plan”).

Based on the mutual covenants and obligations contained herein, the parties agree to the following:

AGREEMENT

ARTICLE ONE

AGENCY APPROVALS & RIGHT TO PROCEED

1.01 Master Agreement. This Master Agreement confirms the terms and conditions of the City Approvals and Approved Plans for the Development, the required public and private improvements as part of the first and subsequent phases of the Development, and the standards for the timing and financing of required improvements and terms of payment of development fees. Final Plats for each phase of the Development shall be consistent with the City Code, PUD Ordinance, Approved Plans and the City Approvals. The Final Plat for each phase shall also be accompanied by a Subdivision Agreement that confirms the required public and private improvements, responsibilities of the City and the Developer, and development fees for each phase.

The approved Preliminary Plat for the Development is valid through March 26, 2027, which is three (3) years from the date of this Master Agreement ("Commencement Date"), provided that final plats for phases of the Development are approved and recorded as provided in this paragraph and in the Phasing Plan, as attached in Exhibit C. Final Plats must be approved and recorded such that at least one (1) of the three (3) planned phases for the Development are platted every year beginning on the Commencement Date, and provided that the Final Plat for the first phase of the Development is filed within the initial one (1) year period, all as provided in the Phasing Plan, as attached in Exhibit C. After March 26, 2027, or in the event final plats are not timely approved and recorded as required herein, the City may give notice to the Developer that the Preliminary Plat is null and void and that submission of a new proposed Preliminary Plat for any remaining, un-platted portion of the Property is required. Any such new proposed Preliminary Plat shall be subject to and prepared in conformance with the City's comprehensive plan and subdivision and zoning regulations in effect at that time. Upon notice by the City, the Developer may request an extension to the Preliminary Plat in writing no later than 60 days prior March 26, 2027.

1.02 Agency Approvals. In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Approved Plans. It is the responsibility of the Developer to obtain all permits from appropriate governmental agencies prior to commencing construction of any improvements for the phase for which such other approvals are required.

1.03 Right to Proceed. Except with regard to grading permits, if any, approved by the City, the Developer may not construct public or private improvements or any buildings within any phase of the Development until the following conditions have been satisfied:

- a. This Master Agreement has been executed by the Developer and the City.
- b. The Developer and the City have executed a Subdivision Agreement for that phase.
- c. The required Financial Guarantee for any required subdivision improvements for that phase has been received by the City.
- d. Final engineering and construction plans for the applicable subdivision improvements for that phase have been submitted by the Developer in digital form and approved by the City engineer.

- e. The Developer will pay for all legal, planning, engineering and administrative expenses reasonably as incurred by the City relating to this Master Agreement, City Approvals and Approved Plans. Such payment will be secured by an escrow deposit with the City.
- f. The Developer has received all required permits for that phase from all governmental agencies having jurisdiction over the Development.
- g. The Developer or the Developer's engineer has initiated and attended a pre-construction meeting with the City engineer and staff.

ARTICLE TWO DEFINITIONS

The following terms used in this Master Development have the meanings given to them below unless a different meaning is clear from the context:

"Approved Plans" or "Plans" means those documents listed in Exhibit D attached hereto.

"AUAR" means the Alternative Urban Areawide Review regarding the Development, as more fully described in section 11.1 of this Master Agreement.

"City" means the City of North Branch, a municipal corporation under the laws of Minnesota.

"City Approvals" means, individually and collectively, the actions taken by the City Council pursuant to Resolution Nos. 036-23-CC and Ordinance No. 353-23.

"City Code" means the City code of ordinances in effect on the date of this Master Agreement, as amended hereafter, except as such code or the application of such amendments may be limited or modified by this Master Agreement.

"City Council" means the North Branch City Council.

"Comprehensive Plan" means the 2018 Comprehensive Plan adopted by the City to guide development of the community pursuant to Minnesota Statutes, Section 462.355, as amended.

"Developer" means Graphic Homes, Inc., a Minnesota Corporation.

"Development" means the subdivision, improvement and development of the Subject Property in accordance with this Master Agreement.

"Financial Guarantee" has the meaning given to it in Section 6.8 of this Master Agreement.

"Chisago County" means the County of Chisago, Minnesota, a body politic and corporate under the laws of Minnesota.

"Landscape Plan" has the meaning given to it in Section 6.6 of this Master Agreement.

"Master Agreement" means this Master Agreement by and between the City and the Developer governing development and phasing of the Development.

“MnDOT” means the Minnesota Department of Transportation.

“NPDES” means the National Pollutant Discharge Elimination System.

“Open Space” means the open space, restoration, wetland and buffer and stormwater treatment areas depicted on Exhibit E attached hereto and as more fully described in Section 8.3 of this Master Agreement.

“Subject Property” means the real property owned by the Developer and legally described in Exhibit A attached hereto.

“Proposed Change” means a deviation from the Approved Plans regarding lot size, lot types or type of product for any particular lot in the Development, as more fully described in Section 4.4 of this Master Agreement.

“Public Improvements” means the improvements made by Developer, at Developer’s sole expense, that will ultimately be dedicated to the public.

“Tree Preservation Plan” has the meaning given to it in Section 11.3 of this Master Agreement.

“Wetland Mitigation Plan” means the plan attached hereto as Exhibit F.

ARTICLE THREE REPRESENTATIONS & WARRANTIES

3.01 Representations by City. The City makes the following representations as the basis for the undertakings on its part contained herein:

- a. The City is a municipal corporation organized under the laws of Minnesota.
- b. The City has the authority to execute, deliver and perform its obligations under this Master Agreement.

3.02 Representations by Developer. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

- a. The Developer – Graphic Homes, Inc. a Minnesota corporation – is the fee owner of the separate parcels which constitute the Subject Property. The Developer is duly organized under the laws of Minnesota and, to the best of the Developer’s knowledge, is not in violation of any of their organizational documents. The Developer has the authority to execute this Master Agreement.
- b. The Developer has the authority to execute, deliver and perform its obligations under this Master Agreement.
- c. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Master Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or

performance of this Master Agreement by the Developer or prohibit any of the transactions provided for herein, except that the terms of this Master Agreement are subject to the approval of the Developer's mortgagees.

- d. To the best of its knowledge, the Developer is in compliance with all applicable federal, state and local statutes, laws, ordinances and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property or the Development.
- e. The Developer has the ability to fulfill its financial obligations under this Master Agreement.

ARTICLE FOUR LAND USE CONTROLS; PHASED DEVELOPMENT

4.01 Phased Development; Final Plats. The Developer plans to develop the Subject Property in phases, subject to and consistent with the City Approvals, the Approved Plans, and City Code and PUD Ordinance. The Developer and the City will enter into a Subdivision Agreement requiring the Developer to construct all necessary Public Improvements and other subdivision improvements for each phase in accordance with this Master Agreement. The Developer will be responsible to pay for all on-site roads; sidewalks and trails; water, sanitary sewer and storm water utility improvements required to service each phase of the Development; and off-site road improvements including sidewalk extension to 377th Street and construction of west side of intersection at Grand Avenue. If approved with this Development, oversizing credits for trunk expenditures relating to the sanitary sewer system and trails will be given to the Developer, and described in Article Five of this Agreement, and applied to each applicable phase of the Development. All other Public Improvements are the Developer's responsibility.

4.02 Plans and Lot Standards. The Approved Plans reflects the City Approvals of the Development. Additional terms may be specified in each Subdivision Agreement to be executed in connection with each phase of the Development; provided, however, that such terms are consistent with this Master Agreement. Lot size, bulk standards, and engineering standard flexibilities for the Development shall be confirmed with the Final Plat of each phase based on the following lot standards, as approved by City Council per Ordinance No. 353-23 on May 23, 2023.

- a. Permitted Uses: Single-Family Residential
- b. Lot Performance Standards (Minimums):

Lot				Setbacks			Structure
Width/ft	Depth/ft	Area/sf	Front/fs	Side/ft	Street/ft	Rear/ft	Height/ft
60	115	6,900	30	6	30	30	35

- c. Attached Garages (Minimum): 400 square feet
- d. Impervious Surfaces (Maximum): 50%
- e. Accessory Structures: Satisfaction of standards specific to R1 – Single-Family Residential zoning and/or Protective Covenants established for the Development.

4.03 Amendment of Official Controls. As long the Preliminary Plat remains in full force and effect as provided in Section 1.01, no amendment to the City's Comprehensive Plan or official

controls shall apply to or affect the Preliminary Plat or the uses, development density, lot sizes, lot layout, or dedications reflected therein except as provided in any subsequent amendment mutually agreed to by the parties.

4.04 Development Flexibility. The City and the Developer agree that a Proposed Change may be made to the Approved Plans as part of the Final Plat submission for each phase of the Development at the discretion of the Developer, subject to the following:

- a. If the Proposed Change changes a portion of or area on the Preliminary Plat, the Developer must submit a proposed amended Preliminary Plat for such development phase or area and demonstrate how future phases will be configured to accommodate the change so that at all times the total number of lots in the Development does not exceed 84 units.
- b. The Proposed Change must be consistent with this Master Agreement.
- c. If a Proposed Change would add or expand areas containing row homes or townhomes the Developer must demonstrate that there is no net increase in the number of units in the Development and demonstrate how future phases will be configured so that at all times the total number of lots planned for the Development does not exceed 84 units.

4.05 Architectural Guidelines. There are no Architectural Guidelines, Standards or Requirements with this Development.

4.06 Assignment to Others. The Developer may not assign this Master Agreement without the prior written agreement of the City, which agreement shall not be unreasonably withheld; provided, however, the Developer may assign this Master Agreement to any affiliate, subsidiary, parent or successor entity without the City's consent but will notify the City in writing within 10 days of such assignment. An assignment is reasonable if the proposed assignee (for all or less than all of the Property); (i) possesses the demonstrated financial capacity to fulfill the obligations under this Master Agreement; (ii) agrees in writing to be bound by all the terms and conditions of this Master Agreement and any relevant subdivision agreements, including any Financial Guarantees; and (iii) if the assignment is for less than the entire Property, that there is a clear demarcation of responsibilities between those being assumed by the proposed assignee and the Developer or other assignees of other portions of the Property. Upon approval of an assignment to a third party by the City, the Developer's obligations under this Master Agreement for the affected phase or phases of the Development shall be terminated.

ARTICLE FIVE PUBLIC IMPROVEMENTS

5.01 Roadway Improvements. The Developer shall construct all streets for the Development as per the Approved Plans. The Developer shall construct the west side of the intersection with Grand Avenue for the purpose of constructing a permanent entrance for the Development.

5.02 Sidewalk & Trail Improvements. The Developer shall complete the following sidewalk and trail improvements as part of the project, in addition to all other sidewalks and trails as identified by the Approved Plans. Final design and construction of all sidewalks and trails shall be subject to City standards and reviewed and approved by the City Engineer.

- a. As noted on the Approved Plans, the Developer shall be responsible for construction a sidewalk

from the Development Area north to 377th Street.

5.03 Utility Improvements. The Developer shall all utilities for the Development as per the Approved Plans.

5.04 Parks, Open Space Areas & Park Dedication. See Article 8.

5.05 Monument Sign. Developer shall be entitled to construct a monument entrance sign for the development at a location to be determined and approved by the City. The Developer shall enhance the landscaping surrounding the monument sign as depicted on the Landscaping Plan.

ARTICLE SIX SUBDIVISION IMPROVEMENTS

6.01 Grading and Erosion Control. Grading is permitted on the Subject Property prior to Final Plat approval, upon submission and approval of a grading permit, approval by the City Engineer, and receipt by the Developer of permits for wetland and floodplain impacts. If applicable, Developer may obtain and shall provide an executed Early Grading Agreement with receipt of an appropriate financial guarantees in accordance with City requirements. Developer shall pay any applicable City or agency permits related to any grading of the Subject Property.

6.02 Adherence to Plans. Public and private improvements will be required for each phase of the Development, subject to the City's reasonable approval of the applicable subdivision agreement that incorporates the Approved Plans and specifications for such phase.

6.03 Streets. Streets within the Development shall be constructed according to the Approved Plans, City Approvals and the requirements as stated herein. The final wear course of all public streets shall be completed following a freeze/thaw cycle after completion of the base course, but no sooner than when 80 percent of the lots are constructed on any particular street. Upon Offer of Dedication, the Developer shall provide security in the form of a Letter of Credit for a one (1) year period, commencing on the Offer date, prior to formal acceptance of the Public Improvements by the City, as described in Article Five.

6.04 Sanitary Sewer Main. Sanitary sewer main shall be installed within the Development according to the Approved Plans, City Approvals, and the requirements as stated herein. Upon Offer of Dedication, the Developer shall provide security in the form of a Letter of Credit for a one (1) year period, commencing on the Offer date, prior to formal acceptance of the Public Improvements by the City, as described in Article Five.

6.05 Water Main. Water main shall be installed within the Development according to the Approved Plans, City Approvals, and the requirements as stated herein. Upon Offer of Dedication, the Developer shall provide security in the form of a Letter of Credit for a one (1) year period, commencing on the Offer date, prior to formal acceptance of the Public Improvements by the City, as described in Article Five.

6.06 Landscaping. If required, the final landscaping plans will be submitted with the Final Plat for each phase of the Development. The Landscaping Plan shall be consistent with the general Landscaping Plan submitted as part of the Approved Plans, including: species, location, size, and

type of tree to be planted in such phase. As such, the Developer shall plant a minimum of one (1) tree per dwelling unit and not less than a total of 137 total trees; excluding ornamental trees. The Developer shall install street trees, as shown on the Landscape Plans, which may be located within three (3) feet of the back of curb. The Developer shall provide security for Landscaping Improvements, guaranteeing landscaping work as may be required for the Development. The Developer security for the Landscaping Improvements shall be provided for each phase of this Development and according to each Subdivision Agreement. Planting in the right-of-way will be restricted to allow for proper sight lines and must not restrict traffic control devices or public or private utility maintenance. The Developer shall submit verification of landscape installation once landscaping has been installed.

6.07 Street Lighting, Signs, Mailboxes and Small Utilities. The Developer shall coordinate the design and construction of Street Lighting system in conjunction with the installation of underground electric utilities. The location and number of lighting placements shall be approved by the City's energy provider and reviewed by the Public Works Director, and paid for entirely by the Developer. Developer may be required to submit a Photometrics Plan for each phase of the development. If required, the City shall review and approve each Photometrics Plan to ensure adequate lighting levels throughout the development. Final placement and design of the street lighting system shall be approved through the City's Right-of Way Permit process and executed by the Developer's installing contractor or the approved utility company. In addition, the developer is required to show the final placement of Street Lights on the Approved Plans. Upon completion of the Street Light facilities provided by the Developer, all power and maintenance costs will be provided by the City. In the event the Developer chooses to supply an enhanced "Decorative Lighting System" at some or all locations within the Development, a separate agreement addressing the type, power supply and maintenance agreement will be required between the Developer and the City.

The Developer will coordinate and supply all signs and non-electrical traffic control devices at street intersections within or abutting the subdivision as approved on the final subdivision plans. All costs associated with these improvements will be the responsibility of the Developer. A street sign plan will be provided with the Final Plat of each phase of the Development. Custom street signs will only be allowed upon request at the time of Final Plat. The final approved naming of streets will be approved in writing prior to the ordering and installation by the Developer's contractor. Such approval will be provided by the Community Development Director with coordination from the City's Public Safety Departments. All traffic control devices shall be of a type approved to match City Detail Plates and approved by the City, and shall be placed as directed by the City.

If required for the Development, the Developer shall provide Cluster Mailboxes (CMBU) not exceeding 16 boxes at any one location in the single-family portions of the development. The Developer may provide larger CMBU installations in the non-single-family portion of the Development. If CMBUs are required and provided by the Developer, the Developer shall ensure for their maintenance, repair and replacement. In addition, the proposed CMBUs need to be approved by the City and the local postmaster with regard to placement and design. The final location of all CMBU locations shall be represented on the Approved Plans. All costs associated with the placement of CMBU will be by the Developer.

The Developer shall accommodate the installation of small utilities in an underground

capacity. The small utilities shall include electric, natural gas, communications including cable TV, telephone service and fiber optic cables, with each phase of the Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications, and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the Public Works Director. All coordination of the small utilities shall be by joint trench installations to the extent possible. The final placement and design will be approved through the City's Right-of Way Permit process and executed by the Developers installing contractors or the approved utility companies. All costs associated with the placement of underground small utilities will be by the Developer.

6.08 Security for Completion of Subdivision or Other Public Improvements. Fees for each phase of the Development will be set out in the applicable Subdivision Agreement, and such fees must be paid in full to the City prior to the delivery of the final plat to Developer for recording.

- a. Financial Guaranty; Public Improvements. Prior to commencement of construction of the Public Improvements, the Developer must furnish the City with an irrevocable letter of credit or other financial guaranty ("Security"), approved by the Finance Director, in the amount of 125 percent of the estimated project costs for all Improvements to be dedicated to the City, as set forth in the applicable Subdivision Agreement for each phase of the Development. The Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security.
- b. Escrow. A cash escrow has been submitted to the City as evidenced by an Escrow Receipt Form. The Developer shall submit an additional escrow amount to be deposited as required by each future phase of the Development. The escrow is to be used by the City staff to charge costs of services or materials in connection with activities required under this Agreement or under the Subdivision Agreement for each phase of the Development. The amount of the escrow will be set forth in the Subdivision Agreement for each phase of the Development. The City will notify the Developer in writing when additional escrow cash must be placed in the escrow account. The Developer shall pay additional escrow as determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security letter of credit pursuant to paragraph (b) above or to issue the Developer a stop work order. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Public Improvements by the City.

6.09 Building Permits for Model Units. The Developer may request building permits for the construction of model units per phase. For purposes of calculating the number of building permits that can be issued for each phase, twin home and attached townhome structures shall be considered one (1) building. The request for a model permit must be included in each Subdivision Agreement; the specific model home location(s) shall be subject to each Subdivision Agreement and City staff approval. The model units must be located in an area with access for vehicle traffic and parking during construction and access for emergency personnel and equipment, as determined by the City. Before occupancy, the model units must front on paved streets.

**ARTICLE SEVEN
EASEMENTS, DECLARATIONS & PROTECTIONS**

7.01 Drainage and Utility Easements. Standard drainage and utility easements in accordance with City requirements will be established on all lots and dedicated to the public on the Final Plat of each phase of the Development.

**ARTICLE EIGHT
PARKS, OPEN SPACE AREAS & PARK DEDICATION**

8.01 Open Space Areas and Improvements. As a Planned Unit Development, the Developer is required to provide a minimum of 15 percent of the project area for Open Space. For this Development, the Open Space requirement is 6.748 acres. Given physical impediments within the Development Area and proximity to a nearby neighborhood park, the City and Developer have agreed to cash payment for trail improvements in lieu of the Open Space requirement, as described in Section 8.03.

8.02 Sidewalk Improvements. The Developer shall construct all sidewalks for the Development in accordance with Approved Plans, including the construction of a sidewalk from the Development Area north to 377th Street.

8.03 Cash Payment In-Lieu of Open Space. Per Resolution No. 036-23-CC, the Developer shall pay to the City a total sum of \$60,000 in lieu of the Open Space requirement and the requirement to construction additional public trails throughout the Development. In exchange, the City shall waive the public benefit and open space requirement, as required for Planned Unit Developments, as established by City Code Section §66-790. The Owner shall pay the amount due with the Development Agreement for Phase 1 of the Development.

**ARTICLE TEN
HOMEOWNER'S ASSOCIATION**

10.01 Homeowners' Association Covenants and Restrictions. The Developer does not propose to create a Homeowner's Association for this Development.

**ARTICLE ELEVEN
ENVIRONMENTAL MATTERS**

11.01 Alternative Urban Areawide Review (AUAR). There was no AUAR with this Development.

11.02 Wetlands Mitigation, Buffering and Monitoring. The Development proposes no permanent impacts to wetlands within the Development.

11.03 Tree Preservation. No Tree Preservation Plan was provided or required with this Development. Tree replacement shall be completed according to the approved Landscape Plan, as referenced in Section 6.06.

ARTICLE TWELVE MISCELLANEOUS

12.01 Notices. Any notice or correspondence to be given under this Master Agreement shall be deemed to be given if delivered personally or sent by United States mail, postage prepaid, certified mail, return receipt requested:

CITY:

City of North Branch
6408 Elm Street
North Branch, MN 55056
Attn: Jason Ziemer, Interim City Administrator

DEVELOPER:

Graphic Homes, Inc.
38814 3rd Avenue
North Branch, MN 55056
Telephone: (651) 674-0410
Attn: Steve Rindahl, President

or at such other address as any party may from time to time notify the others in writing in accordance with this Section 12.01. The Developer shall notify the City if there is any change in its or their names or legal status.

12.02 Agreement Runs with the Land. This Master Agreement shall run with the Subject Property and shall be recorded against the title thereto. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to all of the Subject Property, that there are no unrecorded encumbrances or interests relating to the Property and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

12.03 Representatives Not Individually Liable; Indemnification. The City and its officers, agents, servants and employees shall not be liable for any damage or injury to the Developer, or its successors, transferees, or assigns, or its officers, agents, servants or employees, or the Subject Property, due to any act of negligence by any person other than the officers, agents, servants and employees of the City. Except for any willful or wanton misconduct or unlawful or fraudulent acts, the Developer agrees to defend the City and its officers, agents, servants and employees, and indemnify and to hold the same harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Master Agreement, or the transactions contemplated hereby or the construction, installation, ownership, and operation of any public or private improvements authorized hereunder. No officer, agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Master Agreement.

The Developer and its successors, transferees or assigns, or its officers, agents, servants and employees shall not be liable for any injury to the City, its officers, agents, servants or employees, due to any act of negligence by any person other than the Developer, its successors, transferees or assigns or its officers, agents, servants and employees. Except for any willful or wanton misconduct or unlawful or fraudulent acts, the City agrees to defend the Developer and its

successors, transferees or assigns or its officers, agents, servants and employees, and to indemnify and to hold the same harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Master Agreement, or the transactions contemplated hereby or the construction, installation, ownership and operation of any public or private improvements authorized hereunder. No officer, agent, servant or employee of the Developer shall be personally liable to the City or its officers, agents, servants or employees in the event of any default or breach by the Developer of any obligation or term of this Master Agreement.

12.04 Insurance. The 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, and shall be provided by the Developer to the City with each phase of the Development. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazards caused by the Improvements, and include at least the following:

- a. 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 the Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.
- b. Limits for bodily injury or death shall not be less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall not be less than \$2,000,000 for each occurrence.
- c. The Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. The Developer shall be responsible for ensuring that the Certificate bears the following wording: "Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give 30 days' written notice of cancellation or termination to the Certificate Holder."
- d. Worker's compensation insurance, with statutory coverage is applicable.

12.05 Reimbursement of Costs. The Developer agrees to pay to pay the City for its actual costs and expenses in reviewing the Approved Plans and in granting the City Approvals, including the drafting and negotiation of this Master Agreement and related documents and agreements. The Developer agrees to pay the City for the actual cost incurred in the enforcement of any provision of this Master Agreement, including, but not limited, to reasonable engineering and attorneys' fees, but only in the event the Developer is found to be in default of its obligations beyond a 30-day cure period. The City agrees to reimburse the Developer for the actual cost incurred in the enforcement of this Master Agreement against the City, including but not limited to reasonable engineering and attorney's fees, but only in the event the City is found to be in default of its obligations, beyond a 30-day cure period.

12.06 Severability. In the event that any provision of this Master Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Master Agreement.

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

12.08 Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of Minnesota.

12.09 Non-Waiver. Each right, power or remedy conferred by this Master Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient 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.

12.10 Headings. The subject headings of the sections of this Master Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12.11 City's Remedies Upon Default. If the Developer fails to perform one or more of its obligations under this Master Agreement or fails to abide by one or more restrictions this Master Agreement imposes on the Developer, the City shall give the Developer notice of the default and the Developer shall have 30 days to cure the default or such additional time as reasonably needed to cure the default provided work commences within 30 days of actual notice from the City. If the Developer does not cure the default within the required period or such longer period as may be necessary if the default may not reasonably be cured within such period, provided the Developer pursues the cure with reasonable diligence, then the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies.

- a. The City may specifically enforce this Master Agreement, including without limitation, the use of temporary restraining orders, temporary injunctions and permanent injunctions.
- b. The City may suspend any work, improvement or obligation to be performed by the City until the City receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Master Agreement.
- c. The City may collect on any Security or Financial Guarantees provided by the Developer pursuant to this Master Agreement or any Subdivision Agreement, to the extent necessary to cure the default and, if the Security is a Letter of Credit, the City may draw on the Letter of Credit for any amount up to the full amount of the Letter of Credit. If the City elects to perform obligations of the Developer, the City may withdraw from said account and retain an amount equal to the total amount of the costs and expenses which the City incurs in connection with the performance of such obligations. If the City elects to perform obligations of the Developer under this Master Agreement or any Subdivision Agreement, Developer is entitled to recover from the City any balance of the proceeds of the Letter of Credit or other financial guaranty remaining after the City has reimbursed itself for all costs and expenses which the City incurs in connection with the full performance of the Developer's obligations, and Developer is liable to the City for the amount by which the

costs and expenses which the City incurs in connection with the performance of the Developer's obligations under this Master Agreement or any Subdivision Agreement exceed the proceeds of the Letter of Credit or other financial guaranty.

- d. The City may deny building permits for buildings and may withhold approval of any new phase proposed by the Developer, until the default is cured.
- e. The City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within 30 days after written billing by the City reimburse the City for any costs and expenses incurred by the City. The City may, in whole or in part, specially assess any of the costs and expenses incurred by the City against any or all of the Development then-owned by the Developer in an amount not to exceed the Security provided pursuant to the Subdivision Agreement applicable to such work and improvements, and pursuant to Minnesota Statutes, Section §429.081 the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including but not limited to notice and hearing requirements and any claim that the special assessments exceed benefit.
- f. If the Developer's default is the failure to perform one or more of its monetary obligations under this Master Agreement, the City may commence an action against the Developer for monetary damages.

12.12 Developer's Remedies Upon Default. If the City defaults in the performance of any of its obligations under this Master Agreement, the Developer shall give the City notice of such default and the City shall have 30 days to cure the default. If the City, after the notice to it by the Developer, does not cure the default within such 30-day period, or such longer period as may be necessary if the default may not reasonably be cured within such 30-day period, provided the City pursues the cure with reasonable diligence, the Developer may avail itself of any remedies afforded by law.

12.13 Amendments. Any amendment to this Master Agreement shall be in writing and signed by all parties.

12.14 Disclaimer of Relationship. Nothing in this Master Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third party as creating any relationship of third-party beneficiary, principal/agent, limited or general partner or joint venture between the Developer and the City.

12.15 Joint Participation. The parties acknowledge that they have participated equally in the negotiation and drafting of this Master Agreement, including the preparation of the exhibits thereto, and that, accordingly, no court shall construe this Master Agreement more stringently against one party than the other.

[Remainder of this page was intentionally left blank.]

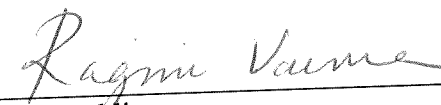
IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

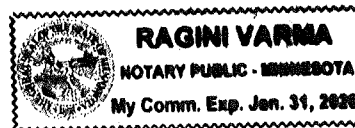
DEVELOPER
GRAPHIC HOMES, INC.


Steve Rindahl
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 19th day of April 2024, by Steve Rindahl, the President of Graphic Homes, Inc. a Minnesota corporation on behalf of said corporation.


Notary Public



CITY OF NORTH BRANCH

Kevin Schieber

Kevin Schieber
Its Mayor

Jason Ziemer

Jason Ziemer
Its Interim City Administrator

STATE OF MINNESOTA)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 5th day of April, 2024 by Kevin Schieber and Jason Ziemer, 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.

Ragini Varma

Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A
FOX RUN
LEGAL DESCRIPTION OF THE PROPERTY

Existing Legal Description

The East Half of the Northwest Quarter except part platted and except the following described parcel: that part of the Southeast Quarter of the Northwest Quarter described as follows: beginning at the Southwest corner of Lot 6, Block 2, of Stone Meadow; thence Southerly along the same course as the Westerly line of said Lot 6, a distance of 33 feet; thence Easterly and parallel with the South line of said Lot 6, a distance of 460.04 feet; thence North a distance of 33 feet to the Southeast corner of said Lot 6; thence Westerly along the South line of said Lot 6, a distance of 460.04 feet to the point of beginning of Section 28, Township 35, Range 21, Chisago County, Minnesota.

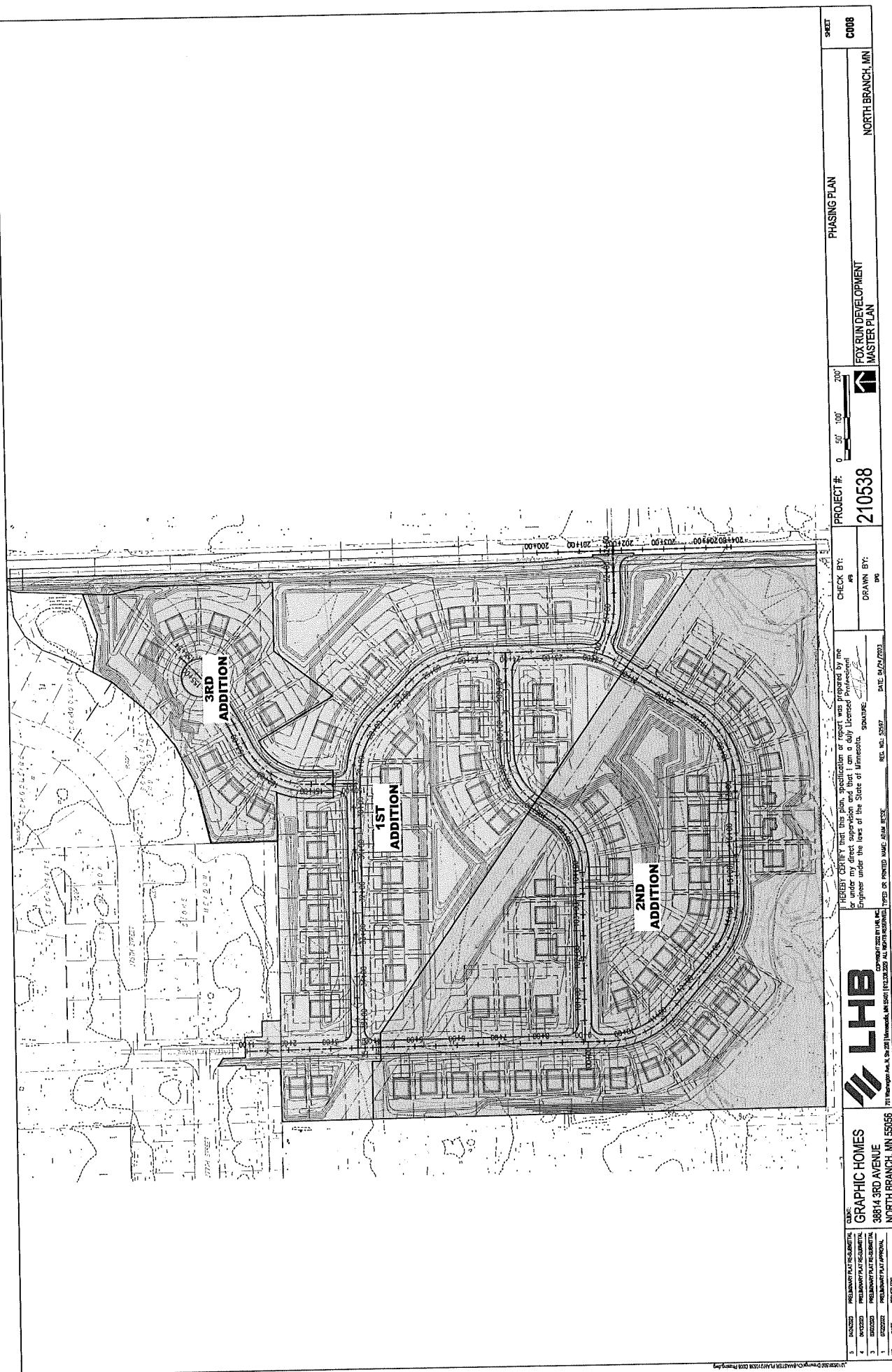
Subject to easements, restrictions, or reservations of record, if any.

PID(s): 11.00567.00

EXHIBIT B

FOX RUN
MASTER DEVELOPMENT PLAN

EXHIBIT C
FOX RUN
PHASING PLAN

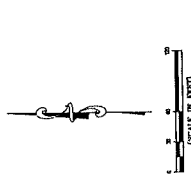
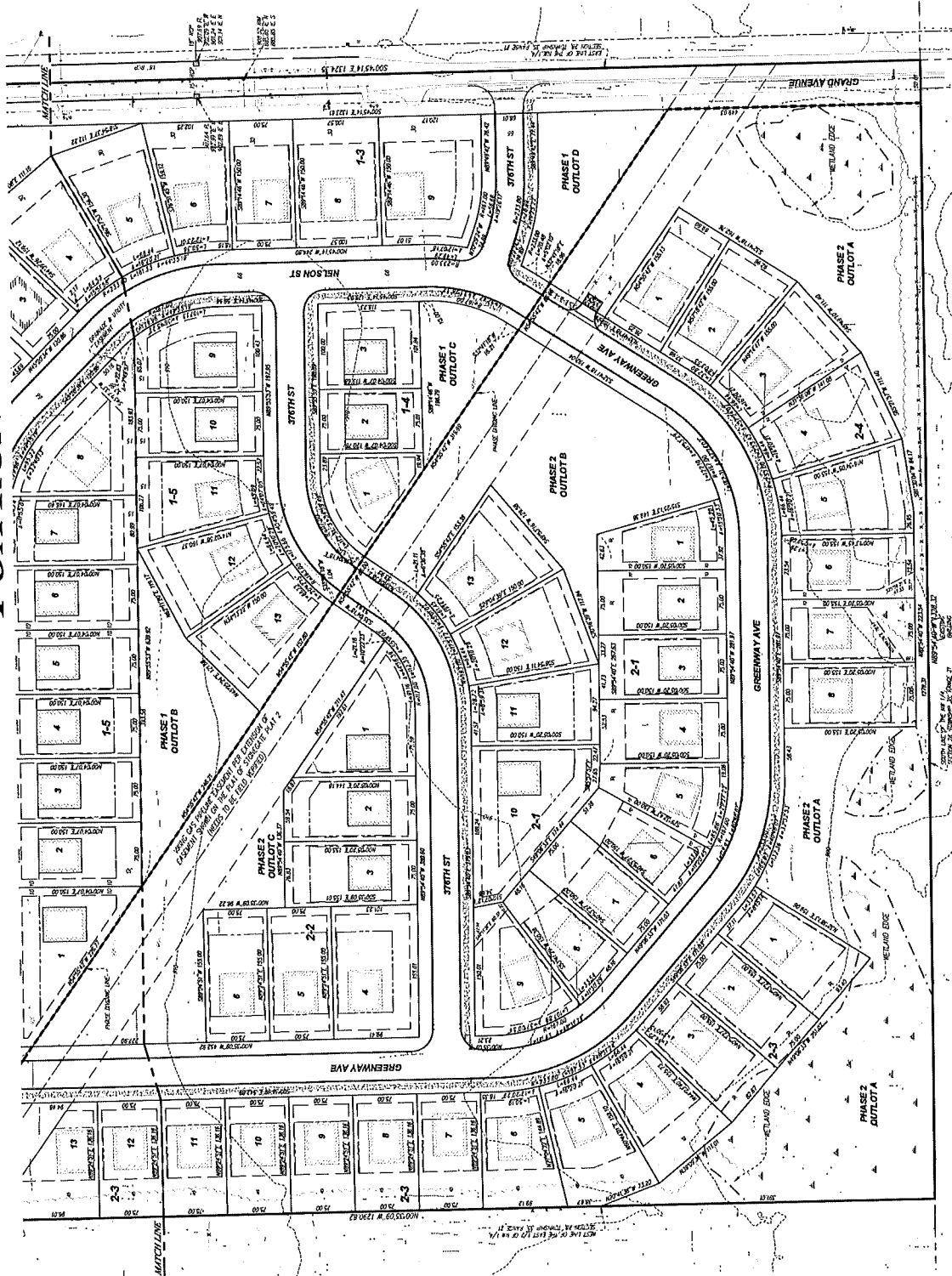


3. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 4. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 5. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 6. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 7. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 8. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 9. PRELIMINARY PLAT AT THE SUBMITTER'S RISK 10. PRELIMINARY PLAT AT THE SUBMITTER'S RISK		CLIENT: GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55055		LHB 201 Technology Ave., St. Paul, MN 55108 (612) 229-1100 Minnesota, MN 55101 (612) 229-1100 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>[Signature]</i> DATE: 04/24/2023 REG. NO.: 52597		CHECK BY: <i>[Signature]</i> DRAWN BY: <i>[Signature]</i>		PROJECT #: 210538 NORTH BRANCH, MN		PHASING PLAN FOX RUN DEVELOPMENT MASTER PLAN		SHEET C008	
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EXHIBIT D

**FOX RUN
APPROVED PRELIMINARY PLAT & PLANS**

Preliminary Plat of FOX RUN



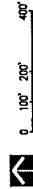
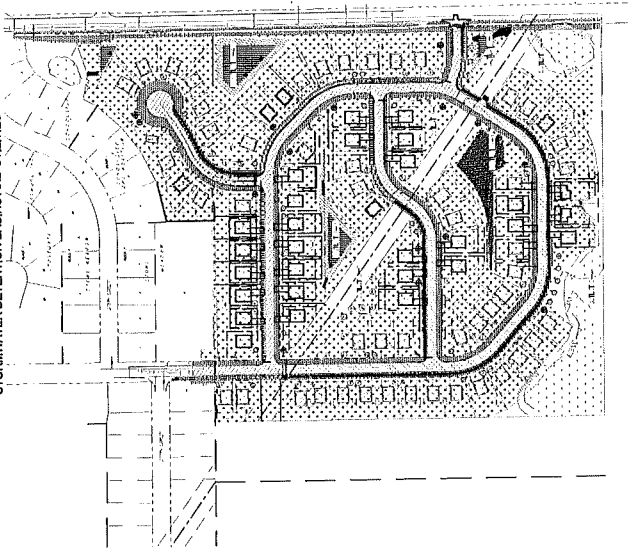
DRAINAGE & UTILITY EXHIBITS ARE SHOWN THIS
SCALE IN FEET

- LEGEND**
- 8 DENOTES CHICAGO COUNTY ADJACENT
 - 9 DENOTES EXISTING SANITARY MANHOLE
 - 10 DENOTES EXISTING STORM MANHOLE
 - 11 DENOTES EXISTING CATCH BASIN
 - 12 DENOTES EXISTING TELEPHONE FEEDSTAIL
 - 13 DENOTES EXISTING HYDRANT
 - 14 DENOTES EXISTING WATER VALVE
 - 15 DENOTES EXISTING PUMP PILE
 - 16 DENOTES UNDERGROUND STORM SEWER
 - 17 DENOTES UNDERGROUND SANITARY SEWER
 - 18 DENOTES UNDERGROUND TELEPHONE
 - 19 DENOTES UNDERGROUND WATER
 - 20 DENOTES EXISTING FENCE
 - 21 DENOTES EXISTING TREE LINE

FOX RUN DEVELOPMENT MASTER PLAN

CONSTRUCTION PLAN FOR FOX RUN

GRADING, AGGREGATE BASE, BITUMINOUS PAVEMENT, SIDEWALK, CURB & GUTTER, STORM SEWER,
STORMWATER DETENTION BASINS AND UTILITIES



CONTACT INFORMATION

CIVIL ENGINEER
JAMES J. HICKS
38814 3RD AVE
NORTH BRANCH, MN 55056
STEVE HICKS
STEVE HICKS
CIVIL ENGINEER
LHB INC.
38814 3RD AVE N. SUITE 200
NORTH BRANCH, MN 55056
ADAM BERTHOUD
ADAM BERTHOUD
612-766-7835



GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056

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]* DATE: 06/14/2023
TYPE OF PRINTED NAME: ADAM BERTHOUD REG. NO.: 52957

CHECK BY: *[Signature]*
DRAWN BY: *[Signature]*
PROJECT #: 210538

TITLE SHEET

FOX RUN DEVELOPMENT
MASTER PLAN
NORTH BRANCH, MN

SHEET
6001

GOVERNING SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0001	TITLE SHEET
0001	NOTES & LEGEND
0002	CONSTRUCTION CHARTS
0006-0007	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
0008	PHASING PLAN
0101	REMOVALS & EROSION CONTROL SHEET INDEX PLAN
0102-0103	REMOVALS & EROSION CONTROL PLAN
0202-0203	GRADING SHEET INDEX PLAN
0202-0203	GRADING PLANS
0301	UTILITY INDEX PLAN - SEWER PLAN
0302-0316	UTILITY INDEX PLANS - SEWER PLANS
0317-0322	UTILITY INDEX PLANS - WATERMAIN PLANS
0401	LAYOUT & SURFACING SHEET INDEX PLAN
0402-0404	LAYOUT & SURFACING PLANS
0501-0505	CITY TREES AND DETAILS
0511-0513	CIVIL DETAILS
L101	LANDSCAPE INDEX PLAN
L102-103	TREE PLANTING PLAN

- THIS PLAN CONTAINS 34 SHEETS -

UTILITY NOTE

THE SURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ ASSE 30-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION OF EXISTING SUBSURFACE UTILITY DATA".

NO.	DATE	DESCRIPTION
7	01/02/2023	PRELIMINARY PLAT SUBMITTAL
6	01/02/2023	PRELIMINARY PLAT SUBMITTAL
5	04/02/2023	PRELIMINARY PLAT SUBMITTAL
4	07/02/2023	PRELIMINARY PLAT SUBMITTAL
3	07/02/2023	PRELIMINARY PLAT SUBMITTAL
2	07/02/2023	PRELIMINARY PLAT SUBMITTAL
1	07/02/2023	PRELIMINARY PLAT SUBMITTAL
0	07/02/2023	PRELIMINARY PLAT SUBMITTAL

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- [illegible]

PROTECT ALL FENCES, SIGNS, STRUCTURES, DRIVES, SIDEWALKS, STREETS, BUSINESSES, TREES, ETC. WHICH ARE NOT DESIGNATED FOR REMOVAL OR OUTSIDE THE LIMITS OF CONSTRUCTION.

THE CONTRACTOR (GENERAL 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

- [illegible]

CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL MAINTAIN SAID PERMITS AS REQUIRED BY THE REGULATORY AGENCY.

- [illegible]

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTAINING EXISTING MATERIALS WITHIN THE SITE AND PREVENTING EXISTING MATERIALS FROM ENTERING EXISTING AND NEW STORM SEWER SYSTEMS BY INSTALLING PAPER SUE FENCES, STRAIN BALE DORIES, OR OTHER APPROPRIATE MEASURES AS NECESSARY IN ADDITION TO WHAT IS SHOWN ON THE DRAWINGS.

1. COORDINATE INSPECTION AND TESTING FOR ALL UNDERGROUND UTILITIES WITH THE APPROPRIATE AGENCIES AND AVOID ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL EXISTING UTILITIES AND CONDUCT ALL TESTS TO THE SATISFACTION OF THE LOCAL AUTHORITIES.
2. 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.
3. REPORT ANY DISCREPANCIES TO THE ENGINEER. RECONSTRUCT ALL SERVICES NOT MARKED FOR REMOVAL OR AS DIRECTED BY THE OWNER.
4. REPAIR OR DAMAGED UTILITIES SHALL BE REPAIRED THROUGH THE OWNER.
5. CONTRACTOR SHALL IDENTIFY, FIELD VERIFY AND COMPENSATE ALL EXISTING AND PROPOSED UTILITY CROSSINGS AND UTILITY TRENCHES AT THE FIELD. PROJECT COSTS INCLUDING REVISION TO THE CONTRACT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. INDEMNIFY TO PROPOSED UTILITIES FROM ALL CAUSES OF STRUCTURE OR PIPE.
7. THE CONTRACTOR SHALL ADVISE TO OWNER ABOUT ALL WATER AND GAS VALVE RISERS, MANHOLES, AND OTHER APPROPRIANCES THAT WILL WITHIN THE LIMITS OF THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AND PROPOSED WATER AND GAS SERVICES AND PROTECT ALL AT ALL TIMES DURING CONSTRUCTION. COORDINATE GAS WORK WITH THE GAS COMPANY.
8. PROVIDE 10-FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND POTABLE WATER LINES.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEVIATIONS ON THE PROJECT PERTAIN TO THE EXISTING UTILITIES.

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL COVER, EXCEPT AS MODIFIED BY THE PROJECT SPECIFICATIONS. (AVAILABLE AT: <http://www.dot.state.mn.us/tespec>)

SURVEY CONTROL NOTES

HORIZONTAL DATUM: CHICAGO COUNTY COORDINATE SYSTEM NAD83
VERTICAL DATUM:

HYDRIANT LOCATED AT THE IN POINT OF GREENWAY AVE. - TOP NUT HYDRIANT 912.65'
ADDITIONAL SURVEY CONTROL ON SITE IS AVAILABLE CONTACT LHB SURVEY AT 763-689-4042

[illegible][illegible][illegible]

LOT DESIGN CHART

BLOCK	LOT	MOORE STYLE				MAXIMUM GRADE ELEVATION	TOP OF FOUNDATION	LOW FLOOR ELEVATION	LOW OPENING ELEVATION	ADJACENT FORD	100 YR HML	EDGE ELEVATION	STREET ALIGNMENT	CROSS STATION	CROSS OFFSET	CROSS STRIKE	END STATION	END OFFSET	SEWER MATERIAL	STREET ALIGNMENT	SERVICE STATION	SERVICE OFFSET	INVERT MAN	SERVICE STATION	SERVICE OFFSET	INVERT PROPERTY	DETAIL SHEET	SEWER DUALS MATERIAL
		PREFAB INDOOR																										
		FIBER-GLASS																										
		FIBER-GLASS	FIBER-GLASS	FIBER-GLASS	FIBER-GLASS																							
PAGE 1		1	1	11862.9	SW	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58
1	2	11862.9	SW	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58	94.58
2	1	10977.5	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
3	2	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
4	3	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
5	4	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
6	5	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
7	6	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
8	7	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
9	8	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
10	9	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
11	10	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
12	11	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
13	12	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
14	13	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
15	14	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
16	15	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
17	16	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
18	17	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
19	18	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
20	19	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
21	20	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
22	21	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
23	22	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
24	23	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
25	24	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
26	25	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
27	26	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
28	27	11250.3	SW	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60	94.60
29																												

SHEET NOTES

1. INSTALL PRETREATMENT DEVICE IN ACCORDANCE WITH DETAIL 1/CS11.
2. ADDITIONAL STEPS BETWEEN GARAGE & TOP OF FOUNDATION.

[illegible][illegible]

CHART 8 - PROPOSED STORM STRUCTURES			
STRUCTURE	DIMETER	STRUCTURE DETAIL	NOTE
PS20A	20"	STANDARD	CASTING TYPE DETAIL
PS24A	24"	STANDARD	-
PS32A	32"	STANDARD	-
PS36A	36"	STANDARD	-
PS40B	40"	STANDARD	OVERSIZING HANDBY
PS40C	40"	STANDARD	OVERSIZING HANDBY
PS40D	40"	STANDARD	SEE NOTE 1
PS42A	42"	STANDARD	-
PS44A	44"	STANDARD	-
PS48A	48"	STANDARD	-
PS52A	52"	STANDARD	OVERSIZING HANDBY
PS56A	56"	STANDARD	OVERSIZING HANDBY
PS60A	60"	STANDARD	OVERSIZING HANDBY
PS64A	64"	STANDARD	OVERSIZING HANDBY
PS68A	68"	STANDARD	OVERSIZING HANDBY
PS72A	72"	STANDARD	OVERSIZING HANDBY
PS76A	76"	STANDARD	OVERSIZING HANDBY
PS80A	80"	STANDARD	OVERSIZING HANDBY
PS84A	84"	STANDARD	OVERSIZING HANDBY
PS88A	88"	STANDARD	OVERSIZING HANDBY
PS92A	92"	STANDARD	OVERSIZING HANDBY
PS96A	96"	STANDARD	OVERSIZING HANDBY
PS100A	100"	STANDARD	OVERSIZING HANDBY

BRANDED	PRELIMINARY PLAN REQUIREMENTS	 GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056 701 Washington Ave., N. St-201 Minneapolis, MN 55401 (612) 282-2239 ALL RIGHTS RESERVED	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.		PROJECT #: 210538	CHECK BY: #8 DRAWN BY: BPK	CONSTRUCTION CHARTS FOX RUN DEVELOPMENT MASTER PLAN	NORTH BRANCH, MN	SHEET C002
DESIGNED	PRELIMINARY PLAN REQUIREMENTS		DATE: 02/20/2019						
DESIGNED BY	PRELIMINARY PLAN APPROVAL		REC. NO. 22097 DATE BY 01/20/2023						
DATE	02/20/2019		TYPED OR PRINTED NAME: ALUM HENSE						
			COPYRIGHT © 2022 BY LHB INC. 103.228.2239 ALL RIGHTS RESERVED						

LOT DESIGN CHART

[illegible]

SHEET NOTES

1. INSTALL PRETREATMENT DEVICE IN ACCORDANCE WITH DETAIL 1/CST11.

CHART 6 - PROPOSED STORE STRUCTURES				NOTE
STRUCTURE	DIMETER	STRUCTURE DETAIL	EXISTING TYPICAL	
CHS-10	4"	STANDARD	STANDARD	
CHS-12	4"	STANDARD	STANDARD	
CHS-14	4"	STANDARD	STANDARD	
CHS-16	4"	STANDARD	STANDARD	
CHS-18	4"	STANDARD	STANDARD	
CHS-20	4"	STANDARD	STANDARD	
CHS-22	4"	STANDARD	STANDARD	
CHS-24	4"	STANDARD	STANDARD	
CHS-26	4"	STANDARD	STANDARD	
CHS-28	4"	STANDARD	STANDARD	
CHS-30	4"	STANDARD	STANDARD	
CHS-32	4"	STANDARD	STANDARD	
CHS-34	4"	STANDARD	STANDARD	
CHS-36	4"	STANDARD	STANDARD	
CHS-38	4"	STANDARD	STANDARD	
CHS-40	4"	STANDARD	STANDARD	
CHS-42	4"	STANDARD	STANDARD	
CHS-44	4"	STANDARD	STANDARD	
CHS-46	4"	STANDARD	STANDARD	
CHS-48	4"	STANDARD	STANDARD	
CHS-50	4"	STANDARD	STANDARD	
CHS-52	4"	STANDARD	STANDARD	
CHS-54	4"	STANDARD	STANDARD	
CHS-56	4"	STANDARD	STANDARD	
CHS-58	4"	STANDARD	STANDARD	
CHS-60	4"	STANDARD	STANDARD	
CHS-62	4"	STANDARD	STANDARD	
CHS-64	4"	STANDARD	STANDARD	
CHS-66	4"	STANDARD	STANDARD	
CHS-68	4"	STANDARD	STANDARD	
CHS-70	4"	STANDARD	STANDARD	
CHS-72	4"	STANDARD	STANDARD	
CHS-74	4"	STANDARD	STANDARD	
CHS-76	4"	STANDARD	STANDARD	
CHS-78	4"	STANDARD	STANDARD	
CHS-80	4"	STANDARD	STANDARD	
CHS-82	4"	STANDARD	STANDARD	
CHS-84	4"	STANDARD	STANDARD	
CHS-86	4"	STANDARD	STANDARD	
CHS-88	4"	STANDARD	STANDARD	
CHS-90	4"	STANDARD	STANDARD	
CHS-92	4"	STANDARD	STANDARD	
CHS-94	4"	STANDARD	STANDARD	
CHS-96	4"	STANDARD	STANDARD	
CHS-98	4"	STANDARD	STANDARD	
CHS-100	4"	STANDARD	STANDARD	
CHS-102	4"	STANDARD	STANDARD	
CHS-104	4"	STANDARD	STANDARD	
CHS-106	4"	STANDARD	STANDARD	
CHS-108	4"	STANDARD	STANDARD	
CHS-110	4"	STANDARD	STANDARD	
CHS-112	4"	STANDARD	STANDARD	
CHS-114	4"	STANDARD	STANDARD	
CHS-116	4"	STANDARD	STANDARD	
CHS-118	4"	STANDARD	STANDARD	
CHS-120	4"	STANDARD	STANDARD	
CHS-122	4"	STANDARD	STANDARD	
CHS-124	4"	STANDARD	STANDARD	
CHS-126	4"	STANDARD	STANDARD	
CHS-128	4"	STANDARD	STANDARD	
CHS-130	4"	STANDARD	STANDARD	
CHS-132	4"	STANDARD	STANDARD	
CHS-134	4"	STANDARD	STANDARD	
CHS-136	4"	STANDARD	STANDARD	
CHS-138	4"	STANDARD	STANDARD	
CHS-140	4"	STANDARD	STANDARD	
CHS-142	4"	STANDARD	STANDARD	
CHS-144	4"	STANDARD	STANDARD	
CHS-146	4"	STANDARD	STANDARD	
CHS-148	4"	STANDARD	STANDARD	
CHS-150	4"	STANDARD	STANDARD	
CHS-152	4"	STANDARD	STANDARD	
CHS-154	4"	STANDARD	STANDARD	
CHS-156	4"	STANDARD	STANDARD	
CHS-158	4"	STANDARD	STANDARD	
CHS-160	4"	STANDARD	STANDARD	
CHS-162	4"	STANDARD	STANDARD	
CHS-164	4"	STANDARD	STANDARD	
CHS-166	4"	STANDARD	STANDARD	
CHS-168	4"	STANDARD	STANDARD	
CHS-170	4"	STANDARD	STANDARD	
CHS-172	4"	STANDARD	STANDARD	
CHS-174	4"	STANDARD	STANDARD	
CHS-176	4"	STANDARD	STANDARD	
CHS-178	4"	STANDARD	STANDARD	
CHS-180	4"	STANDARD	STANDARD	
CHS-182	4"	STANDARD	STANDARD	
CHS-184	4"	STANDARD	STANDARD	
CHS-186	4"	STANDARD	STANDARD	
CHS-188	4"	STANDARD	STANDARD	
CHS-190	4"	STANDARD	STANDARD	
CHS-192	4"	STANDARD	STANDARD	
CHS-194	4"	STANDARD	STANDARD	
CHS-196	4"	STANDARD	STANDARD	
CHS-198	4"	STANDARD	STANDARD	
CHS-200	4"	STANDARD	STANDARD	
CHS-202	4"	STANDARD	STANDARD	
CHS-204	4"	STANDARD	STANDARD	
CHS-206	4"	STANDARD	STANDARD	
CHS-208	4"	STANDARD	STANDARD	
CHS-210	4"	STANDARD	STANDARD	
CHS-212	4"	STANDARD	STANDARD	
CHS-214	4"	STANDARD	STANDARD	
CHS-216	4"	STANDARD	STANDARD	
CHS-218	4"	STANDARD	STANDARD	
CHS-220	4"	STANDARD	STANDARD	
CHS-222	4"	STANDARD	STANDARD	
CHS-224	4"	STANDARD	STANDARD	
CHS-226	4"	STANDARD	STANDARD	
CHS-228	4"	STANDARD	STANDARD	
CHS-230	4"	STANDARD	STANDARD	
CHS-232	4"	STANDARD	STANDARD	
CHS-234	4"	STANDARD	STANDARD	
CHS-236	4"	STANDARD	STANDARD	
CHS-238	4"	STANDARD	STANDARD	
CHS-240	4"	STANDARD	STANDARD	
CHS-242	4"	STANDARD	STANDARD	
CHS-244	4"	STANDARD	STANDARD	
CHS-246	4"	STANDARD	STANDARD	
CHS-248	4"	STANDARD	STANDARD	
CHS-250	4"	STANDARD	STANDARD	
CHS-252	4"	STANDARD	STANDARD	
CHS-254	4"	STANDARD	STANDARD	
CHS-256	4"	STANDARD	STANDARD	
CHS-258	4"	STANDARD	STANDARD	
CHS-260	4"	STANDARD	STANDARD	
CHS-262	4"	STANDARD	STANDARD	
CHS-264	4"	STANDARD	STANDARD	
CHS-266	4"	STANDARD	STANDARD	
CHS-268	4"	STANDARD	STANDARD	
CHS-270	4"	STANDARD	STANDARD	
CHS-272	4"	STANDARD	STANDARD	
CHS-274	4"	STANDARD	STANDARD	
CHS-276	4"	STANDARD	STANDARD	
CHS-278	4"	STANDARD	STANDARD	
CHS-280	4"	STANDARD	STANDARD	
CHS-282	4"	STANDARD	STANDARD	
CHS-284	4"	STANDARD	STANDARD	
CHS-286	4"	STANDARD	STANDARD	
CHS-288	4"	STANDARD	STANDARD	
CHS-290	4"	STANDARD	STANDARD	
CHS-292	4"	STANDARD	STANDARD	
CHS-294	4"	STANDARD	STANDARD	
CHS-296	4"	STANDARD	STANDARD	
CHS-298	4"	STANDARD	STANDARD	
CHS-300	4"	STANDARD	STANDARD	
CHS-302	4"	STANDARD	STANDARD	
CHS-304	4"	STANDARD	STANDARD	
CHS-306	4"	STANDARD	STANDARD	
CHS-308	4"	STANDARD	STANDARD	
CHS-310	4"	STANDARD	STANDARD	
CHS-312	4"	STANDARD	STANDARD	
CHS-314	4"	STANDARD	STANDARD	
CHS-316	4"	STANDARD	STANDARD	
CHS-318	4"	STANDARD	STANDARD	
CHS-320	4"	STANDARD	STANDARD	
CHS-322	4"	STANDARD	STANDARD	
CHS-324	4"	STANDARD	STANDARD	
CHS-326	4"	STANDARD	STANDARD	
CHS-328	4"	STANDARD	STANDARD	
CHS-330	4"	STANDARD	STANDARD	
CHS-332	4"	STANDARD	STANDARD	
CHS-334	4"	STANDARD	STANDARD	
CHS-336	4"	STANDARD	STANDARD	
CHS-338	4"	STANDARD	STANDARD	
CHS-340	4"	STANDARD	STANDARD	
CHS-342	4"	STANDARD	STANDARD	
CHS-344	4"	STANDARD	STANDARD	
CHS-346	4"	STANDARD	STANDARD	
CHS-348	4"	STANDARD	STANDARD	
CHS-350	4"	STANDARD	STANDARD	
CHS-352	4"	STANDARD	STANDARD	
CHS-354	4"	STANDARD	STANDARD	
CHS-356	4"	STANDARD	STANDARD	
CHS-358	4"	STANDARD	STANDARD	
CHS-360	4"	STANDARD	STANDARD	
CHS-362	4"	STANDARD	STANDARD	
CHS-364	4"	STANDARD	STANDARD	
CHS-366	4"	STANDARD	STANDARD	
CHS-368	4"	STANDARD	STANDARD	
CHS-370	4"	STANDARD	STANDARD	
CHS-372	4"	STANDARD	STANDARD	
CHS-374	4"	STANDARD	STANDARD	
CHS-376	4"	STANDARD	STANDARD	
CHS-378	4"	STANDARD	STANDARD	
CHS-380	4"	STANDARD	STANDARD	
CHS-382	4"	STANDARD	STANDARD	
CHS-384	4"	STANDARD	STANDARD	
CHS-386	4"	STANDARD	STANDARD	
CHS-388	4"	STANDARD	STANDARD	
CHS-390	4"	STANDARD	STANDARD	
CHS-392	4"	STANDARD	STANDARD	
CHS-394	4"	STANDARD	STANDARD	
CHS-396	4"	STANDARD	STANDARD	
CHS-398	4"	STANDARD	STANDARD	
CHS-400	4"	STANDARD	STANDARD	
CHS-402	4"	STANDARD	STANDARD	
CHS-404	4"	STANDARD	STANDARD	
CHS-406	4"	STANDARD	STANDARD	
CHS-408	4"	STANDARD	STANDARD	
CHS-410	4"	STANDARD	STANDARD	
CHS-412	4"	STANDARD	STANDARD	
CHS-414	4"	STANDARD	STANDARD	
CHS-416	4"	STANDARD	STANDARD	
CHS-418	4"	STANDARD	STANDARD	
CHS-420	4"	STANDARD	STANDARD	
CHS-422	4"	STANDARD	STANDARD	
CHS-424	4"	STANDARD	STANDARD	
CHS-426	4"	STANDARD	STANDARD	
CHS-428	4"	STANDARD	STANDARD	
CHS-430	4"	STANDARD	STANDARD	
CHS-432	4"	STANDARD	STANDARD	
CHS-434	4"	STANDARD	STANDARD	
CHS-436	4"	STANDARD	STANDARD	
CHS-438	4"	STANDARD	STANDARD	
CHS-440	4"	STANDARD	STANDARD	
CHS-442	4"	STANDARD	STANDARD	
CHS-444	4"	STANDARD	STANDARD	
CHS-446	4"	STANDARD	STANDARD	
CHS-448	4"	STANDARD	STANDARD	
CHS-450	4"	STANDARD	STANDARD	
CHS-452	4"	STANDARD	STANDARD	
CHS-454	4"	STANDARD	STANDARD	
CHS-456	4"	STANDARD	STANDARD	
CHS-458	4"	STANDARD	STANDARD	
CHS-460	4"	STANDARD	STANDARD	
CHS-462	4"	STANDARD	STANDARD	
CHS-464	4"	STANDARD	STANDARD	
CHS-466	4"	STANDARD	STANDARD	
CHS-468	4"	STANDARD	STANDARD	
CHS-470	4"	STANDARD	STANDARD	
CHS-472	4"	STANDARD	STANDARD	
CHS-474	4"	STANDARD	STANDARD	
CHS-476	4"	STANDARD	STANDARD	
CHS-478	4"	STANDARD	STANDARD	
CHS-480	4"	STANDARD	STANDARD	
CHS-482	4"	STANDARD	STANDARD	
CHS-484	4"	STANDARD	STANDARD	
CHS-486	4"	STANDARD	STANDARD	
CHS-488	4"	STANDARD	STANDARD	
CHS-490	4"	STANDARD	STANDARD	
CHS-492	4"	STANDARD	STANDARD	
CHS-494	4"	STANDARD	STANDARD	
CHS-496	4"	STANDARD	STANDARD	
CHS-498	4"	STANDARD	STANDARD	
CHS-500	4"	STANDARD	STANDARD	
CHS-502	4"	STANDARD	STANDARD	
CHS-504	4"	STANDARD	STANDARD	
CHS-506	4"	STANDARD	STANDARD	
CHS-508	4"	STANDARD	STANDARD	
CHS-510	4"	STANDARD	STANDARD	
CHS-512	4"	STANDARD	STANDARD	
CHS-514	4"	STANDARD	STANDARD	
CHS-516	4"	STANDARD	STANDARD	
CHS-518	4"	STANDARD	STANDARD	
CHS-520	4"	STANDARD	STANDARD	
CHS-522	4"	STANDARD	STANDARD	
CHS-524	4"	STANDARD	STANDARD	
CHS-526	4"	STANDARD	STANDARD	
CHS-528	4"	STANDARD	STANDARD	
CHS-530	4"	STANDARD	STANDARD	
CHS-532	4"	STANDARD	STANDARD	
CHS-534	4"	STANDARD	STANDARD	
CHS-536	4"	STANDARD	STANDARD	
CHS-538	4"	STANDARD	STANDARD	
CHS-540	4"	STANDARD	STANDARD	
CHS-542	4"	STANDARD	STANDARD	
CHS-544	4"	STANDARD	STANDARD	
CHS-546	4"	STANDARD	STANDARD	
CHS-548	4"	STANDARD	STANDARD	
CHS-550	4"	STANDARD	STANDARD	
CHS-552	4"	STANDARD	STANDARD	
CHS-554	4"	STANDARD	STANDARD	
CHS-556	4"	STANDARD	STANDARD	
CHS-558	4"	STANDARD	STANDARD	
CHS-560	4"	STANDARD	STANDARD	
CHS-562	4"	STANDARD	STANDARD	
CHS-564	4"	STANDARD	STANDARD	
CHS-566	4"	STANDARD	STANDARD	
CHS-568	4"	STANDARD	STANDARD	
CHS-570	4"	STANDARD	STANDARD	
CHS-572	4"	STANDARD	STANDARD	
CHS-574	4"	STANDARD	STANDARD	
CHS-576	4"	STANDARD	STANDARD	
CHS-578	4"	STANDARD	STANDARD	
CHS-580	4"	STANDARD	STANDARD	
CHS-582	4"	STANDARD	STANDARD	
CHS-584	4"	STANDARD	STANDARD	
CHS-586	4"	STANDARD	STANDARD	
CHS-588	4"	STANDARD	STANDARD	
CHS-590	4"	STANDARD	STANDARD	
CHS-592	4"	STANDARD	STANDARD	
CHS-594	4"	STANDARD	STANDARD	
CHS-596	4"	STANDARD	STANDARD	
CHS-598	4"	STANDARD	STANDARD	
CHS-600	4"	STANDARD	STANDARD	
CHS-602	4"	STANDARD	STANDARD	
CHS-604	4"	STANDARD	STANDARD	
CHS-606	4"	STANDARD	STANDARD	
CHS-608	4"	STANDARD	STANDARD	
CHS-610	4"	STANDARD	STANDARD	
CHS-612	4"	STANDARD	STANDARD	
CHS-614	4"	STANDARD	STANDARD	
CHS-616	4"	STANDARD	STANDARD	
CHS-618	4"	STANDARD	STANDARD	
CHS-620	4"	STANDARD	STANDARD	
CHS-622	4"	STANDARD	STANDARD	
CHS-624	4"	STANDARD	STANDARD	
CHS-626	4"	STANDARD	STANDARD	
CHS-628	4"	STANDARD	STANDARD	
CHS-630	4"	STANDARD	STANDARD	
CHS-632	4"	STANDARD	STANDARD	
CHS-634	4"	STANDARD	STANDARD	
CHS-636	4"	STANDARD	STANDARD	
CHS-638	4"	STANDARD	STANDARD	
CHS-640	4"	STANDARD	STANDARD	
CHS-642	4"	STANDARD	STANDARD	

CHART 8 - MODIFIED STYRIAL STRUCTURES			
STRUCTURE	DIAMETER	STRUCTURE DETAIL	CASTING TYPE/DETAIL
CHART 7	4"	STAYED CON	GRAIN/STAYED HUBBY
CHART 9	24"Ø	STAYED CON	GRAIN/STAYED HUBBY
CHART 10	4"	STAYED CON	"
CHART 11	4"	STAYED CON	SOLID/STAYED CON
CHART 12	"	STAYED CON	"
CHART 13	4"	STAYED CON	GRAIN/STAYED HUBBY
CHART 14	4"	STAYED CON	GRAIN/STAYED HUBBY
CHART 15	4"	STAYED CON	GRAIN/STAYED HUBBY
CHART 16	24"Ø	STAYED CON	"
CHART 17	4"	STAYED CON	SOLID/STAYED CON
CHART 18	4"	STAYED CON	"
CHART 19	4"	STAYED CON	SOLID/STAYED CON
CHART 20	4"	STAYED CON	"
CHART 21	4"	STAYED CON	SOLID/STAYED CON
CHART 22	4"	STAYED CON	"
CHART 23	4"	STAYED CON	SOLID/STAYED CON
CHART 24	4"	STAYED CON	"
CHART 25	4"	STAYED CON	SOLID/STAYED CON
CHART 26	4"	STAYED CON	"
CHART 27	4"	STAYED CON	SOLID/STAYED CON
CHART 28	4"	STAYED CON	"
CHART 29	4"	STAYED CON	SOLID/STAYED CON
CHART 30	4"	STAYED CON	"
CHART 31	4"	STAYED CON	SOLID/STAYED CON
CHART 32	4"	STAYED CON	"
CHART 33	4"	STAYED CON	SOLID/STAYED CON
CHART 34	4"	STAYED CON	"
CHART 35	4"	STAYED CON	SOLID/STAYED CON
CHART 36	4"	STAYED CON	"
CHART 37	4"	STAYED CON	SOLID/STAYED CON
CHART 38	4"	STAYED CON	"
CHART 39	4"	STAYED CON	SOLID/STAYED CON
CHART 40	4"	STAYED CON	"
CHART 41	4"	STAYED CON	SOLID/STAYED CON
CHART 42	4"	STAYED CON	"
CHART 43	4"	STAYED CON	SOLID/STAYED CON
CHART 44	4"	STAYED CON	"
CHART 45	4"	STAYED CON	SOLID/STAYED CON
CHART 46	4"	STAYED CON	"
CHART 47	4"	STAYED CON	SOLID/STAYED CON
CHART 48	4"	STAYED CON	"
CHART 49	4"	STAYED CON	SOLID/STAYED CON
CHART 50	4"	STAYED CON	"
CHART 51	4"	STAYED CON	SOLID/STAYED CON
CHART 52	4"	STAYED CON	"
CHART 53	4"	STAYED CON	SOLID/STAYED CON
CHART 54	4"	STAYED CON	"
CHART 55	4"	STAYED CON	SOLID/STAYED CON
CHART 56	4"	STAYED CON	"
CHART 57	4"	STAYED CON	SOLID/STAYED CON
CHART 58	4"	STAYED CON	"
CHART 59	4"	STAYED CON	SOLID/STAYED CON
CHART 60	4"	STAYED CON	"
CHART 61	4"	STAYED CON	SOLID/STAYED CON
CHART 62	4"	STAYED CON	"
CHART 63	4"	STAYED CON	SOLID/STAYED CON
CHART 64	4"	STAYED CON	"
CHART 65	4"	STAYED CON	SOLID/STAYED CON
CHART 66	4"	STAYED CON	"
CHART 67	4"	STAYED CON	SOLID/STAYED CON
CHART 68	4"	STAYED CON	"
CHART 69	4"	STAYED CON	SOLID/STAYED CON
CHART 70	4"	STAYED CON	"
CHART 71	4"	STAYED CON	SOLID/STAYED CON
CHART 72	4"	STAYED CON	"
CHART 73	4"	STAYED CON	SOLID/STAYED CON
CHART 74	4"	STAYED CON	"
CHART 75	4"	STAYED CON	SOLID/STAYED CON
CHART 76	4"	STAYED CON	"
CHART 77	4"	STAYED CON	SOLID/STAYED CON
CHART 78	4"	STAYED CON	"
CHART 79	4"	STAYED CON	SOLID/STAYED CON
CHART 80	4"	STAYED CON	"
CHART 81	4"	STAYED CON	SOLID/STAYED CON
CHART 82	4"	STAYED CON	"
CHART 83	4"	STAYED CON	SOLID/STAYED CON
CHART 84	4"	STAYED CON	"
CHART 85	4"	STAYED CON	SOLID/STAYED CON
CHART 86	4"	STAYED CON	"
CHART 87	4"	STAYED CON	SOLID/STAYED CON
CHART 88	4"	STAYED CON	"
CHART 89	4"	STAYED CON	SOLID/STAYED CON
CHART 90	4"	STAYED CON	"
CHART 91	4"	STAYED CON	SOLID/STAYED CON
CHART 92	4"	STAYED CON	"
CHART 93	4"	STAYED CON	SOLID/STAYED CON
CHART 94	4"	STAYED CON	"
CHART 95	4"	STAYED CON	SOLID/STAYED CON
CHART 96	4"	STAYED CON	"
CHART 97	4"	STAYED CON	SOLID/STAYED CON
CHART 98	4"	STAYED CON	"
CHART 99	4"	STAYED CON	SOLID/STAYED CON
CHART 100	4"	STAYED CON	"
CHART 101	4"	STAYED CON	SOLID/STAYED CON
CHART 102	4"	STAYED CON	"
CHART 103	4"	STAYED CON	SOLID/STAYED CON
CHART 104	4"	STAYED CON	"
CHART 105	4"	STAYED CON	SOLID/STAYED CON
CHART 106	4"	STAYED CON	"
CHART 107	4"	STAYED CON	SOLID/STAYED CON
CHART 108	4"	STAYED CON	"
CHART 109	4"	STAYED CON	SOLID/STAYED CON
CHART 110	4"	STAYED CON	"
CHART 111	4"	STAYED CON	SOLID/STAYED CON
CHART 112	4"	STAYED CON	"
CHART 113	4"	STAYED CON	SOLID/STAYED CON
CHART 114	4"	STAYED CON	"
CHART 115	4"	STAYED CON	SOLID/STAYED CON
CHART 116	4"	STAYED CON	"
CHART 117	4"	STAYED CON	SOLID/STAYED CON
CHART 118	4"	STAYED CON	"
CHART 119	4"	STAYED CON	SOLID/STAYED CON
CHART 120	4"	STAYED CON	"
CHART 121	4"	STAYED CON	SOLID/STAYED CON
CHART 122	4"	STAYED CON	"
CHART 123	4"	STAYED CON	SOLID/STAYED CON
CHART 124	4"	STAYED CON	"
CHART 125	4"	STAYED CON	SOLID/STAYED CON
CHART 126	4"	STAYED CON	"
CHART 127	4"	STAYED CON	SOLID/STAYED CON
CHART 128	4"	STAYED CON	"
CHART 129	4"	STAYED CON	SOLID/STAYED CON
CHART 130	4"	STAYED CON	"
CHART 131	4"	STAYED CON	SOLID/STAYED CON
CHART 132	4"	STAYED CON	"
CHART 133	4"	STAYED CON	SOLID/STAYED CON
CHART 134	4"	STAYED CON	"
CHART 135	4"	STAYED CON	SOLID/STAYED CON
CHART 136	4"	STAYED CON	"
CHART 137	4"	STAYED CON	SOLID/STAYED CON
CHART 138	4"	STAYED CON	"
CHART 139	4"	STAYED CON	SOLID/STAYED CON
CHART 140	4"	STAYED CON	"
CHART 141	4"	STAYED CON	SOLID/STAYED CON
CHART 142	4"	STAYED CON	"
CHART 143	4"	STAYED CON	SOLID/STAYED CON
CHART 144	4"	STAYED CON	"
CHART 145	4"	STAYED CON	SOLID/STAYED CON
CHART 146	4"	STAYED CON	"
CHART 147	4"	STAYED CON	SOLID/STAYED CON
CHART 148	4"	STAYED CON	"
CHART 149	4"	STAYED CON	SOLID/STAYED CON
CHART 150	4"	STAYED CON	"
CHART 151	4"	STAYED CON	SOLID/STAYED CON
CHART 152	4"	STAYED CON	"
CHART 153	4"	STAYED CON	SOLID/STAYED CON
CHART 154	4"	STAYED CON	"
CHART 155	4"	STAYED CON	SOLID/STAYED CON
CHART 156	4"	STAYED CON	"
CHART 157	4"	STAYED CON	SOLID/STAYED CON
CHART 158	4"	STAYED CON	"
CHART 159	4"	STAYED CON	SOLID/STAYED CON
CHART 160	4"	STAYED CON	"
CHART 161	4"	STAYED CON	SOLID/STAYED CON
CHART 162	4"	STAYED CON	"
CHART 163	4"	STAYED CON	SOLID/STAYED CON
CHART 164	4"	STAYED CON	"
CHART 165	4"	STAYED CON	SOLID/STAYED CON
CHART 166	4"	STAYED CON	"
CHART 167	4"	STAYED CON	SOLID/STAYED CON
CHART 168	4"	STAYED CON	"
CHART 169	4"	STAYED CON	SOLID/STAYED CON
CHART 170	4"	STAYED CON	"
CHART 171	4"	STAYED CON	SOLID/STAYED CON
CHART 172	4"	STAYED CON	"
CHART 173	4"	STAYED CON	SOLID/STAYED CON
CHART 174	4"	STAYED CON	"
CHART 175	4"	STAYED CON	SOLID/STAYED CON
CHART 176	4"	STAYED CON	"
CHART 177	4"	STAYED CON	SOLID/STAYED CON
CHART 178	4"	STAYED CON	"
CHART 179	4"	STAYED CON	SOLID/STAYED CON
CHART 180	4"	STAYED CON	"
CHART 181	4"	STAYED CON	SOLID/STAYED CON
CHART 182	4"	STAYED CON	"
CHART 183	4"	STAYED CON	SOLID/STAYED CON
CHART 184	4"	STAYED CON	"
CHART 185	4"	STAYED CON	SOLID/STAYED CON
CHART 186	4"	STAYED CON	"
CHART 187	4"	STAYED CON	SOLID/STAYED CON
CHART 188	4"	STAYED CON	"
CHART 189	4"	STAYED CON	SOLID/STAYED CON
CHART 190	4"	STAYED CON	"
CHART 191	4"	STAYED CON	SOLID/STAYED CON
CHART 192	4"	STAYED CON	"
CHART 193	4"	STAYED CON	SOLID/STAYED CON
CHART 194	4"	STAYED CON	"
CHART 195	4"	STAYED CON	SOLID/STAYED CON
CHART 196	4"	STAYED CON	"
CHART 197	4"	STAYED CON	SOLID/STAYED CON
CHART 198	4"	STAYED CON	"
CHART 199	4"	STAYED CON	SOLID/STAYED CON
CHART 200	4"	STAYED CON	"
CHART 201	4"	STAYED CON	SOLID/STAYED CON
CHART 202	4"	STAYED CON	"
CHART 203	4"	STAYED CON	SOLID/STAYED CON
CHART 204	4"	STAYED CON	"
CHART 205	4"	STAYED CON	SOLID/STAYED CON
CHART 206	4"	STAYED CON	"
CHART 207	4"	STAYED CON	SOLID/STAYED CON
CHART 208	4"	STAYED CON	"
CHART 209	4"	STAYED CON	SOLID/STAYED CON
CHART 210	4"	STAYED CON	"
CHART 211	4"	STAYED CON	SOLID/STAYED CON
CHART 212	4"	STAYED CON	"
CHART 213	4"	STAYED CON	SOLID/STAYED CON
CHART 214	4"	STAYED CON	"
CHART 215	4"	STAYED CON	SOLID/STAYED CON
CHART 216	4"	STAYED CON	"
CHART 217	4"	STAYED CON	SOLID/STAYED CON
CHART 218	4"	STAYED CON	"
CHART 219	4"	STAYED CON	SOLID/STAYED CON
CHART 220	4"	STAYED CON	"
CHART 221	4"	STAYED CON	SOLID/STAYED CON
CHART 222	4"	STAYED CON	"
CHART 223	4"	STAYED CON	SOLID/STAYED CON
CHART 224	4"	STAYED CON	"
CHART 225	4"	STAYED CON	SOLID/STAYED CON
CHART 226	4"	STAYED CON	"
CHART 227	4"	STAYED CON	SOLID/STAYED CON
CHART 228	4"	STAYED CON	"
CHART 229	4"	STAYED CON	SOLID/STAYED CON
CHART 230	4"	STAYED CON	"
CHART 231	4"	STAYED CON	SOLID/STAYED CON
CHART 232	4"	STAYED CON	"
CHART 233	4"	STAYED CON	SOLID/STAYED CON
CHART 234	4"	STAYED CON	"
CHART 235	4"	STAYED CON	SOLID/STAYED CON
CHART 236	4"	STAYED CON	"
CHART 237	4"	STAYED CON	SOLID/STAYED CON
CHART 238	4"	STAYED CON	"
CHART 239	4"	STAYED CON	SOLID/STAYED CON
CHART 240	4"	STAYED CON	"
CHART 241	4"	STAYED CON	SOLID/STAYED CON
CHART 242	4"	STAYED CON	"
CHART 243	4"	STAYED CON	SOLID/STAYED CON
CHART 244	4"	STAYED CON	"
CHART 245	4"	STAYED CON	SOLID/STAYED CON
CHART 246	4"	STAYED CON	"
CHART 247	4"	STAYED CON	SOLID/STAYED CON
CHART 248	4"	STAYED CON	"
CHART 249	4"	STAYED CON	SOLID/STAYED CON
CHART 250	4"	STAYED CON	"
CHART 251	4"	STAYED CON	SOLID/STAYED CON
CHART 252	4"	STAYED CON	"
CHART 253	4"	STAYED CON	SOLID/STAYED CON
CHART 254	4"	STAYED CON	"
CHART 255	4"	STAYED CON	SOLID/STAYED CON
CHART 256	4"	STAYED CON	"
CHART 257	4"	STAYED CON	SOLID/STAYED CON
CHART 258	4"	STAYED CON	"
CHART 259	4"	STAYED CON	SOLID/STAYED CON
CHART 260	4"	STAYED CON	"
CHART 261	4"	STAYED CON	SOLID/STAYED CON
CHART 262	4"	STAYED CON	"
CHART 263	4"	STAYED CON	SOLID/STAYED CON
CHART 264	4"	STAYED CON	"
CHART 265	4"	STAYED CON	SOLID/STAYED CON
CHART 266	4"	STAYED CON	"
CHART 267	4"	STAYED CON	SOLID/STAYED CON
CHART 268	4"	STAYED CON	"
CHART 269	4"	STAYED CON	SOLID/STAYED CON
CHART 270	4"	STAYED CON	"
CHART 271	4"	STAYED CON	SOLID/STAYED CON
CHART 272	4"	STAYED CON	"
CHART 273	4"	STAYED CON	SOLID/STAYED CON
CHART 274	4"	STAYED CON	"
CHART 275	4"	STAYED CON	SOLID/STAYED CON
CHART 276	4"	STAYED CON	"
CHART 277	4"	STAYED CON	SOLID/STAYED CON
CHART 278	4"	STAYED CON	"
CHART 279	4"	STAYED CON	SOLID/STAYED CON
CHART 280	4"	STAYED CON	"
CHART 281	4"	STAYED CON	SOLID/STAYED CON
CHART 282	4"	STAYED CON	"
CHART 283	4"	STAYED CON	SOLID/STAYED CON
CHART 284	4"	STAYED CON	"
CHART 285	4"	STAYED CON	SOLID/STAYED CON
CHART 286	4"	STAYED CON	"
CHART 287	4"	STAYED CON	SOLID/STAYED CON
CHART 288	4"	STAYED CON	"
CHART 289	4"	STAYED CON	SOLID/STAYED CON
CHART 290	4"	STAYED CON	"
CHART 291	4"	STAYED CON	SOLID/STAYED CON
CHART 292	4"	STAYED CON	"
CHART 293	4"	STAYED CON	SOLID/STAYED CON
CHART 294	4"	STAYED CON	"
CHART 295	4"	STAYED CON	SOLID/STAYED CON
CHART 296	4"	STAYED CON	"
CHART 297	4"	STAYED CON	SOLID/STAYED CON
CHART 298	4"	STAYED CON	"
CHART 299	4"	STAYED CON	SOLID/STAYED CON
CHART 300	4"	STAYED CON	"
CHART 301	4"	STAYED CON	SOLID/STAYED CON
CHART 302	4"	STAYED CON	"
CHART 303	4"	STAYED CON	SOLID/STAYED CON
CHART 304	4"	STAYED CON	"
CHART 305	4"	STAYED CON	SOLID/STAYED CON
CHART 306	4"	STAYED CON	"
CHART 307	4"	STAYED CON	SOLID/STAYED CON
CHART 308	4"	STAYED CON	"
CHART 309	4"	STAYED CON	SOLID/STAYED CON
CHART 310	4"	STAYED CON	"
CHART 311	4"	STAYED CON	SOLID/STAYED CON
CHART 312	4"	STAYED CON	"
CHART 313	4"	STAYED CON	SOLID/STAYED CON
CHART 314	4"	STAYED CON	"
CHART 315	4"	STAYED CON	SOLID/STAYED CON
CHART 316	4"	STAYED CON	"
CHART 317	4"	STAYED CON	SOLID/STAYED CON
CHART 318	4"	STAYED CON	"
CHART 319	4"	STAYED CON	SOLID/STAYED CON
CHART 320	4"	STAYED CON	"
CHART 321	4"	STAYED CON	SOLID/STAYED CON
CHART 322	4"	STAYED CON	"
CHART 323	4"	STAYED CON	SOLID/STAYED CON
CHART 324	4"	STAYED CON	"
CHART 325	4"	STAYED CON	SOLID/STAYED CON
CHART 326	4"	STAYED CON	"
CHART 327	4"	STAYED CON	SOLID/STAYED CON
CHART 328	4"	STAYED CON	"
CHART 329	4"	STAYED CON	SOLID/STAYED CON
CHART 330	4"	STAYED CON	"
CHART 331	4"	STAYED CON	SOLID/STAYED CON
CHART 332	4"	STAYED CON	"
CHART 333	4"	STAYED CON	SOLID/STAY

POLYIC	4"	1" MAXIMUM SIZE	COUNTY/PROJECT NUMBER		SHEET
 LHB GRAPHIC HOMES GRAPHIC ARTS & POLYMER					
1. QUOTED	PERMANENT PLOT REQUIREMENT		CLIENT:		
2. SUCCEED	PERMANENT PLOT REQUIREMENT				
3. SUCCEED	PERMANENT PLOT REQUIREMENT				
4. SUCCEED	PERMANENT PLOT REQUIREMENT				
5. SUCCEED	PERMANENT PLOT REQUIREMENT				
I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am duly Licensed Professional Engineer under the laws of the State of Minnesota. SIGNATURE: _____ DATE: _____				PROJECT #:	
				CHECK BY:	
				DRAWN BY:	
				210538	
				FOSTER PLAN	
				FOX RUN DEVELOPMENT	
				CONSTRUCTION CHARTS	
				NORTH BRANCH, MN	
				C003	

LOT DESIGN CHART

BLOCK	LOT	LOT AREA	LUT DESIGN					WATER SERVICE					SEWAGE SERVICE																				
			HOUSE STYLE					DRAINAGE ELEVATION	NORMAL DRAINWAY GRADE	TOP OF FOUNDATION	LOW FLOOR ELEVATION	LOW OPENING ELEVATION	ADJUSTMENT PWD	10% INCH	10% ELEVATION	STREET ALIGNMENT	CURB STOP OFFSET	CURB STOP TYPE	END STATION	END OFFSET	DETAIL SHEET MATERIAL	STREET ALIGNMENT	SERVICE STATION	SERVICE OFFSET	INVERT MAN	SERVICE STATION	SERVICE OFFSET	INVERT PROPERTY	DETAIL SHEET MATERIAL	SERVICE SMALL MATERIAL			
			3-BR-2-4	FR-BELL-BASMENT	FR-CONDUIT	FR-PAV-OUT	SUB-SPILT/CONDUIT																								3-WAY-SPILT/PAV-OUT		
PAGES:	1	12852.3	SW	9715.2	4.2%	915.0	927.29	927.29	95	986.45	963.50	CO CT	125-07	33.07	901.17	125-08	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-09	-43.07	900.32	125-02	-43.07	900.32	125-02	-43.07	900.32	125-02	888.17	SAWGLT CSD	4" PVC D20-R
	2	12852.3	SW	986.50	3.87%	920.80	936.50	936.50	95	986.45	936.50	CO CT	125-02	-33.07	903.84	125-03	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-03	-43.07	903.84	125-03	-43.07	903.84	125-03	-43.07	903.84	125-03	888.17	SAWGLT CSD	4" PVC D20-R
	3	12852.3	SW	986.45	4.0%	930.70	946.50	946.50	95	986.45	946.50	CO CT	125-17	-33.07	903.84	125-18	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-18	-43.07	903.84	125-18	-43.07	903.84	125-18	-43.07	903.84	125-18	888.17	SAWGLT CSD	4" PVC D20-R
	4	12852.3	FR	986.45	3.47%	930.60	947.40	947.40	95	986.45	947.40	CO CT	125-07	-33.07	903.84	125-08	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-08	-43.07	903.84	125-08	-43.07	903.84	125-08	-43.07	903.84	125-08	888.17	SAWGLT CSD	4" PVC D20-R
	5	12852.3	FR	986.50	4.2%	915.07	922.27	922.27	95	986.45	922.27	CO CT	125-09	-43.07	903.84	125-10	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-10	-43.07	903.84	125-10	-43.07	903.84	125-10	-43.07	903.84	125-10	888.17	SAWGLT CSD	4" PVC D20-R
	6	12852.3	FR	986.50	4.0%	930.60	946.50	946.50	95	986.45	946.50	CO CT	125-04	-43.07	903.84	125-05	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-05	-43.07	903.84	125-05	-43.07	903.84	125-05	-43.07	903.84	125-05	888.17	SAWGLT CSD	4" PVC D20-R
	7	12852.3	SW	986.50	4.2%	930.60	946.50	946.50	95	986.45	946.50	CO CT	125-04	-43.07	903.84	125-05	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-05	-43.07	903.84	125-05	-43.07	903.84	125-05	-43.07	903.84	125-05	888.17	SAWGLT CSD	4" PVC D20-R
	8	12852.3	SW	986.50	4.0%	930.60	946.50	946.50	95	986.45	946.50	CO CT	125-04	-43.07	903.84	125-05	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-05	-43.07	903.84	125-05	-43.07	903.84	125-05	-43.07	903.84	125-05	888.17	SAWGLT CSD	4" PVC D20-R
	9	12852.3	SW	986.50	3.47%	930.60	946.50	946.50	95	986.45	946.50	CO CT	125-17	-33.07	903.84	125-18	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-18	-43.07	903.84	125-18	-43.07	903.84	125-18	-43.07	903.84	125-18	888.17	SAWGLT CSD	4" PVC D20-R
	10	12852.3	SW	986.50	4.1%	930.60	946.50	946.50	95	986.45	946.50	CO CT	125-07	-33.07	903.84	125-08	-43.07	WHAZEL CSD	4" COPOLYR. TYPE 4	GO CT	125-08	-43.07	903.84	125-08	-43.07	903.84	125-08	-43.07	903.84	125-08	888.17	SAWGLT CSD	4" PVC D20-R

SHEET NOTES

1. INSTALL BRITTYTMENT DEFECT IN ACCORDANCE WITH DETAIL 1/CS11.

DAWG B-H PROPOSED STOW STRUCTURES			NOTE
STRUCTURE	DIMETER	DATING TYPE/DETAIL	
POL-H2	4"	STWAVE CON	DATING IN-SITU
POL-H1	2-POOF	STWAVE CON	DATING IN-SITU
POL-H3	4"	STWAVE CON	"
POL-H4	4"	STWAVE CON	"
POL-H5	4"	STWAVE CON	"
POL-H6	4"	STWAVE CON	"
POL-H7	4"	STWAVE CON	"
POL-H8	4"	STWAVE CON	"
POL-H9	2-POOF	STWAVE CON	"
POL-H10	4"	STWAVE CON	"
POL-H11	4"	STWAVE CON	"
POL-H12	4"	STWAVE CON	"
POL-H13	4"	STWAVE CON	"
POL-H14	4"	STWAVE CON	"
POL-H15	4"	STWAVE CON	"
POL-H16	4"	STWAVE CON	"
POL-H17	4"	STWAVE CON	"
POL-H18	4"	STWAVE CON	"
POL-H19	4"	STWAVE CON	"
POL-H20	4"	STWAVE CON	"
POL-H21	4"	STWAVE CON	"
POL-H22	4"	STWAVE CON	"
POL-H23	4"	STWAVE CON	"
POL-H24	4"	STWAVE CON	"
POL-H25	4"	STWAVE CON	"
POL-H26	4"	STWAVE CON	"
POL-H27	4"	STWAVE CON	"
POL-H28	4"	STWAVE CON	"
POL-H29	4"	STWAVE CON	"
POL-H30	4"	STWAVE CON	"
POL-H31	4"	STWAVE CON	"
POL-H32	4"	STWAVE CON	"
POL-H33	4"	STWAVE CON	"
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POL-H68	4"	STWAVE CON	"
POL-H69	4"	STWAVE CON	"
POL-H70	4"	STWAVE CON	"
POL-H71	4"	STWAVE CON	"
POL-H72	4"	STWAVE CON	"
POL-H73	4"	STWAVE CON	"
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POL-H88	4"	STWAVE CON	"
POL-H89	4"	STWAVE CON	"
POL-H90	4"	STWAVE CON	"
POL-H91	4"	STWAVE CON	"
POL-H92	4"	STWAVE CON	"
POL-H93	4"	STWAVE CON	"
POL-H94	4"	STWAVE CON	"
POL-H95	4"	STWAVE CON	"
POL-H96	4"	STWAVE CON	"
POL-H97	4"	STWAVE CON	"
POL-H98	4"	STWAVE CON	"
POL-H99	4"	STWAVE CON	"
POL-H100	4"	STWAVE CON	"
			SEE NOTE 1

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.

DATE: 06/14/2023
 REC. NO.: 52597
 TYPED OR PRINTED NAME: ADAM REESE
 SIGNATURE: *Adam Reese*

LIH
201 Westridge Ave., N. Ste 200 | Minneapolis, MN 55407 | (612) 338-2911

CLIENT:
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056

NO	DATE	PRELIMINARY PLAT APPROVAL
7	06/12/2023	PRELIMINARY PLAT RE-SUBMITTAL
8	05/12/2023	PRELIMINARY PLAT RE-SUBMITTAL
5	04/21/2023	PRELIMINARY PLAT RE-SUBMITTAL
1	07/22/2022	PRELIMINARY PLAT APPROVAL

FOX RUN DEVELOPMENT
MASTER PLAN

SALE
C004

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

8. REGULARLY MONITOR AND MAINTAIN
 9. CHECK FOR OBSTRUCTIONS OF ALL REGULATORY AGENCIES AND PERMITS HAVING JURISDICTION DURING CONSTRUCTION ACTIVITIES.
 10. THE FOLLOWING AVOIDANCE, RESTRICTIONS AND PERMITS ARE KNOWN TO HAVE SITE JURISDICTION:
 1) CITY OF SAINT (GRADING PERMIT)
 2) SAINT COUNTY (PERMIT AUTHORITY DELEGATED TO CITY)

A. DESCRIPTION OF THE CONSTRUCTION ACTIVITY / SWPPP COMPONENTS

- 1) PROJECT SUMMARY: THE PROJECT INVOLVES THE DEVELOPMENT OF A RESIDENTIAL SUBDIVISION WITH 73 LOTS LOCATED IN NORTH SAINT CLOUD COUNTY, MINNESOTA. THE PROJECT IS SITUATED ON A 10.5 ACRE PARCEL. SPECIFIC WORK INCLUDES:
 a. CONSTRUCTION OF UTILITIES (E.G. WATER MAIN AND SANITARY SEWER MAIN).
 b. CONSTRUCTION OF STREETS, CURB AND GUTTER, AND SIDEWALK CONSTRUCTION.
 c. STORMWATER DETENTION BASINS, STORM SEWER, AND RELATED FACILITY CONSTRUCTION.

- 2) TIMING FOR INSTALLATION OF EROSION & SEDIMENTATION BASINS AND PERMANENT STORMWATER MANAGEMENT SYSTEMS, IN GENERAL, SHALL BE COMPLETED PRIOR TO THE START OF ANY EXCAVATION OR FILLING ACTIVITIES.
 a. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 b. SLOPE PROTECTION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 c. PORTABLE SEDIMENT CONTAINMENT SYSTEMS FOR TREATING WATER FROM DEMOLITION OPERATIONS: REMOVE DURING DEMOLITION.
 d. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 e. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 f. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 g. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 h. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 i. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 j. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 k. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 l. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 m. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 n. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
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 q. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 r. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 s. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
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 u. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 v. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 w. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 x. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 y. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.
 z. EROSION & SEDIMENTATION BASINS SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION OR FILLING ACTIVITIES.

- 3) IMPROVED SURFACE AREAS / WATER QUALITY VOLUME:
 a. PRE-CONSTRUCTION IMPROVEMENTS (PERMIT ITEM 5.4): 1.0M ACRES
 b. POST-CONSTRUCTION IMPROVEMENTS (PERMIT ITEM 5.4): 17.88M ACRES
 c. TOTAL IMPROVEMENTS: 18.88M ACRES
 d. REQUIRED WATER QUALITY VOLUME: 54,618 CUBIC FEET
 e. ACTUAL WATER QUALITY VOLUME RETAINED ON-SITE / METHOD OF RETENTION: 10,433 CUBIC FEET / INTERMEDIATE BASINS
 f. THE EXCESS FILL WATER QUALITY VOLUME CANNOT BE RETAINED FOR THE PROJECT (PERMIT ITEM 5.15): NA
 g. RETENTION OF WATER QUALITY VOLUME AND ALTERNATIVE TREATMENT METHOD: NA

- 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 5.11, DOCUMENTATION OF INFRASTRUCTURE FOR:
 a. TEMPORARY SEDIMENT BASIN (PERMIT PART 14.10): NA
 b. ALTERNATIVE (PERMIT ITEM 5.14): NA
 c. BUTTER ZONES (PERMIT ITEMS 5.17 AND 2.11): NA

- 6) STORMWATER MITIGATION MEASURES INSTALLED IN ENVIRONMENTAL REVIEW OR OTHER REQUIRED REVIEW (PERMIT ITEM 5.16):
 REFERENCE STORMWATER REPORT BY UBC

- 7) EROSION & SEDIMENTATION CONTROL PLAN: A STORMWATER REPORT WAS PREPARED FOR THIS PROJECT BY LHB, INC. (LHB) DATED 7/12/2021 AND CONTAINS CALCULATIONS AND OTHER INFORMATION REQUIRED BY THE PERMIT. CONTACT LHB FOR A COPY OF THIS REPORT. IF NEEDED.

8. SITE ASSIGNMENTS FOR SPREADSHEET OF SOIL CONTAMINATION (PERMIT ITEM 5.20): NA

9. PLAN SHEETS:
 1) SWPPP (PERMIT ITEM 5.2): CSH-102, INCLUDING DOCUMENTATION DISCLOSED AND INTERVIEWED LITERATURE.
 2) LOCATIONS OF AREAS NOT TO BE DISTURBED / SOIL TYPES (PERMIT ITEMS 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9): SEE SHEETS CSH-101, CSH-102, CSH-103, CSH-104, CSH-105, CSH-106, CSH-107, CSH-108, CSH-109, CSH-110, CSH-111, CSH-112, CSH-113, CSH-114, CSH-115, CSH-116, CSH-117, CSH-118, CSH-119, CSH-120, CSH-121, CSH-122, CSH-123, CSH-124, CSH-125, CSH-126, CSH-127, CSH-128, CSH-129, CSH-130, CSH-131, CSH-132, CSH-133, CSH-134, CSH-135, CSH-136, CSH-137, CSH-138, CSH-139, CSH-140, CSH-141, CSH-142, CSH-143, CSH-144, CSH-145, CSH-146, CSH-147, CSH-148, CSH-149, CSH-150, CSH-151, CSH-152, CSH-153, CSH-154, CSH-155, CSH-156, CSH-157, CSH-158, CSH-159, CSH-160, CSH-161, CSH-162, CSH-163, CSH-164, CSH-165, CSH-166, CSH-167, CSH-168, CSH-169, CSH-170, CSH-171, CSH-172, CSH-173, CSH-174, CSH-175, CSH-176, CSH-177, CSH-178, CSH-179, CSH-180, CSH-181, CSH-182, CSH-183, CSH-184, CSH-185, CSH-186, CSH-187, CSH-188, CSH-189, CSH-190, CSH-191, CSH-192, CSH-193, CSH-194, CSH-195, CSH-196, CSH-197, CSH-198, CSH-199, CSH-200, CSH-201, CSH-202, CSH-203, CSH-204, CSH-205, CSH-206, CSH-207, CSH-208, CSH-209, CSH-210, CSH-211, CSH-212, CSH-213, CSH-214, CSH-215, CSH-216, CSH-217, CSH-218, CSH-219, CSH-220, CSH-221, CSH-222, CSH-223, CSH-224, CSH-225, CSH-226, CSH-227, CSH-228, CSH-229, CSH-230, CSH-231, CSH-232, CSH-233, CSH-234, CSH-235, CSH-236, CSH-237, CSH-238, CSH-239, CSH-240, CSH-241, CSH-242, CSH-243, CSH-244, CSH-245, CSH-246, CSH-247, CSH-248, CSH-249, CSH-250, CSH-251, CSH-252, CSH-253, CSH-254, CSH-255, CSH-256, CSH-257, CSH-258, CSH-259, CSH-260, CSH-261, CSH-262, CSH-263, CSH-264, CSH-265, CSH-266, CSH-267, CSH-268, CSH-269, CSH-270, CSH-271, CSH-272, CSH-273, CSH-274, CSH-275, CSH-276, CSH-277, CSH-278, CSH-279, CSH-280, CSH-281, CSH-282, CSH-283, CSH-284, CSH-285, CSH-286, CSH-287, CSH-288, CSH-289, CSH-290, CSH-291, CSH-292, CSH-293, CSH-294, CSH-295, CSH-296, CSH-297, CSH-298, CSH-299, CSH-300, CSH-301, CSH-302, CSH-303, CSH-304, CSH-305, CSH-306, CSH-307, CSH-308, 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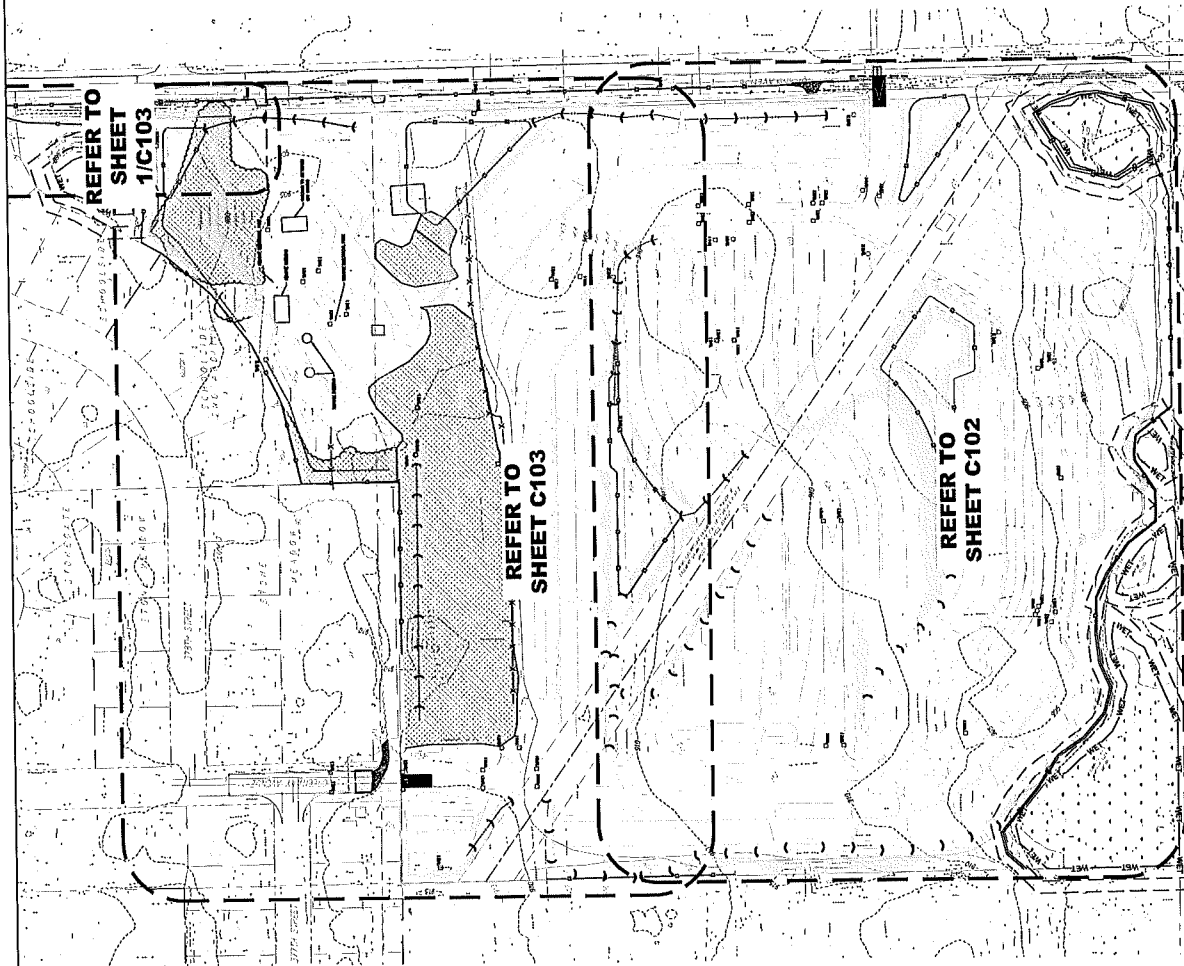
REMOVAL NOTES

1. REMOVE ALL TREES AND REMAINS. BRUSH, STUMP, AND TRIM THE TREE CONSTRUCTION LOTS PRIOR TO SUBGRADE PREPARATIONS. MAINTAIN EXISTENCE OF EXISTING DRIVEWAYS AND SIDEWALKS. SUBMIT A TREE REMOVAL AND REPLACEMENT REPORT FOR SPECIAL SERVICES.
2. PAVENTMENT MATERIAL
 - a. SAE CUT AND REMOVE EXISTING PAVEMENT ALONG A RIGID LINE AS SHOWN ON THE ATTACHED PLAN. THE REMOVAL OF THE EXISTING PAVEMENT CONSTRUCTION MATERIALS SHALL BE RUN-OUT ALONG A ROW LINE PRIOR TO PAVEMENT INSTALLATION.
 - b. REMOVE ALL CONCRETE PAVEMENT, CURB/CUT, AND CONCRETE DRIVEWAYS. THE REMOVAL OF THE EXISTING PAVEMENT SHALL BE RUN-OUT ALONG A ROW LINE. THE REMOVAL OF THE EXISTING PAVEMENT SHALL BE RUN-OUT ALONG A ROW LINE. THE REMOVAL OF THE EXISTING PAVEMENT SHALL BE RUN-OUT ALONG A ROW LINE.
 - c. REMOVE PAVEMENT ONLY TO THE OWNER'S OWNERS. THE REMOVAL OF THE EXISTING PAVEMENT SHALL BE RUN-OUT ALONG A ROW LINE. THE REMOVAL OF THE EXISTING PAVEMENT SHALL BE RUN-OUT ALONG A ROW LINE.
 - d. REMOVE EXISTING PAVEMENT ALONG THE CONSTRUCTION LOTS AS SHOWN ON THE ATTACHED PLAN.
 - e. REMOVE EXISTING PAVEMENT ALONG THE CONSTRUCTION LOTS AS SHOWN ON THE ATTACHED PLAN.
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 - w. REMOVE EXISTING PAVEMENT ALONG THE CONSTRUCTION LOTS AS SHOWN ON THE ATTACHED PLAN.
 - x. REMOVE EXISTING PAVEMENT ALONG THE CONSTRUCTION LOTS AS SHOWN ON THE ATTACHED PLAN.
 - y. REMOVE EXISTING PAVEMENT ALONG THE CONSTRUCTION LOTS AS SHOWN ON THE ATTACHED PLAN.
 - z. REMOVE EXISTING PAVEMENT ALONG THE CONSTRUCTION LOTS AS SHOWN ON THE ATTACHED PLAN.

EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND THE NEIGHBORHOOD. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND THE NEIGHBORHOOD. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND THE NEIGHBORHOOD.
2. SEWAGE AND DRAINAGE SYSTEMS SHALL BE FUNCTIONAL BEFORE ANY LAND IS OTHERWISE UTILIZED ON THE SITE.
3. PUBLIC AND PRIVATE DRIVES SHALL BE SUFFICIENT AS NEEDED TO KEEP THE PAYMENT CLASH OF SEWAGE AND CONSTRUCTION TRAFFIC.
4. CONTRACTOR TO LOCATE CONCRETE WASTEWATER FACILITY ON SITE AND PROTECT THE SAME. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND THE NEIGHBORHOOD. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND THE NEIGHBORHOOD.
5. INSTALL WASTEWATER REMEDIATION CONTROLS (E.G., 2 INCHES OF SALT PANS), SPACED AT 100 FEET APART, IN LOCATIONS WHERE SALT IS LIKELY TO BE SPILLED. A FEED PUMP SHALL BE PROVIDED TO MAINTAIN THE SALT PANS AT A MINIMUM OF 100 FEET APART.

ESTIMATED QUANTITIES		
POURON CONTROL MEASURE	QTY	MEASURE
SILT PITCHER	8622	1"
PAET PITCHER	58	EACH
ROCK CONSTRUCTION DISTANCE	8	EACH
WOLVES MARKET	225148	1"
240	188223	1"
SEED	114828	1"
UTIN ORICE	75	EACH



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

SIGNATURE

PRINTED OR PRINTED NAME: ADAM BESSE

REL. NO.: 55587

DATE: 06/14/2023

BHT

CLIENT:
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056

7	06/14/2023	PRELIMINARY PLAT RESUBMITTAL
6	05/12/2023	PRELIMINARY PLAT RESUBMITTAL
5	04/24/2023	PRELIMINARY PLAT RESUBMITTAL
1	07/25/2022	PRELIMINARY PLAT APPROVAL

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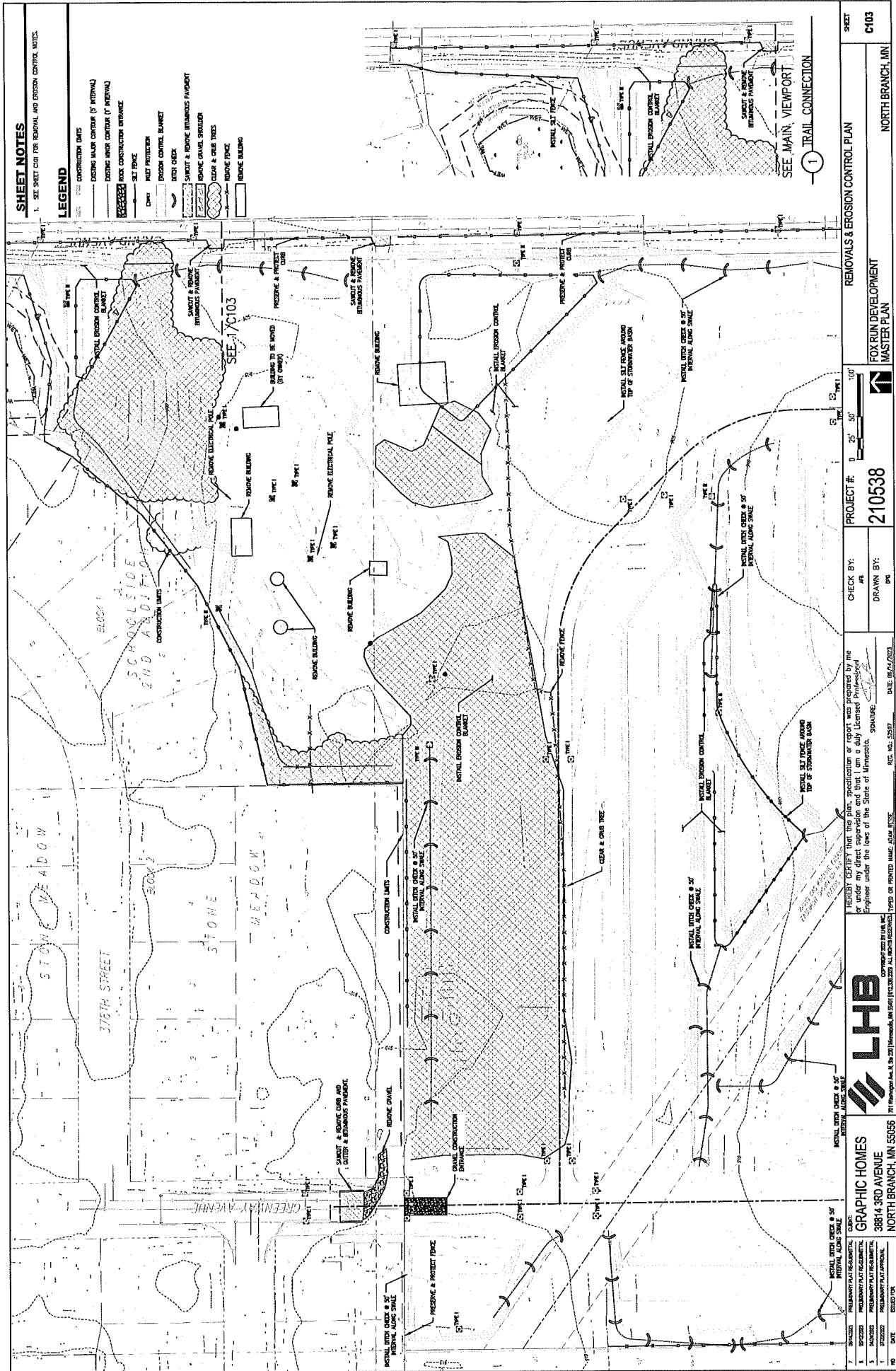
PROJECT #:
210538

REMARKS	FOX RUN DEVELOPMENT MASTER PLAN

INDEX PLAN

NORTH BRANCH, MN

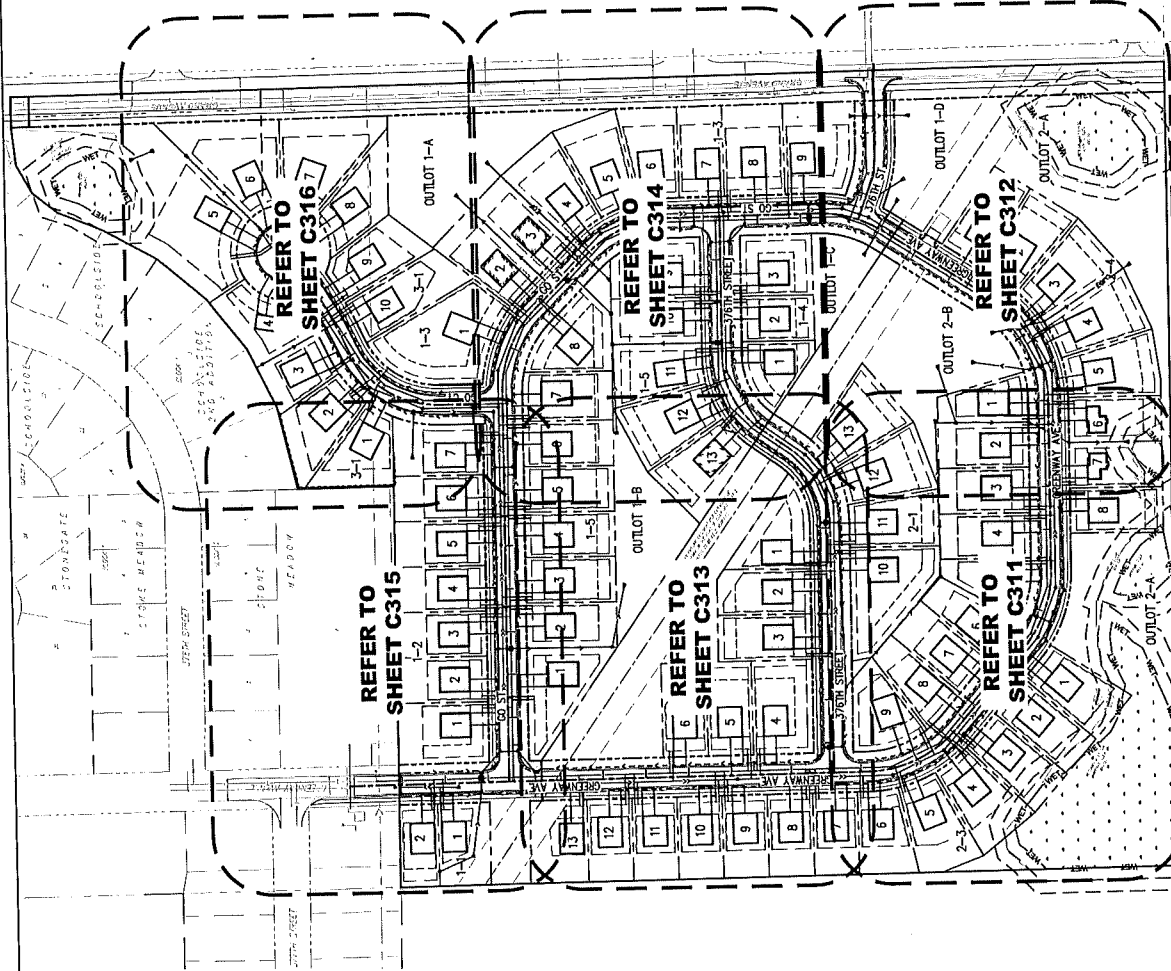
C101



GRAPHIC HOMES 38514 3RD AVENUE NORTH BRANCH, MN 55055		LHB 201 Hennepin Ave. S. 2nd Floor Minneapolis, MN 55402		PROJECT #: 210538	CHECK BY: JMS	REMOVALS & EROSION CONTROL PLAN	SHEET C103
DATE: 05/20/19		DATE: 05/14/2023		DRAWN BY: JMS	DATE: 05/14/2023	FOX RUN DEVELOPMENT MASTER PLAN	NORTH BRANCH, MN

GENERAL NOTES

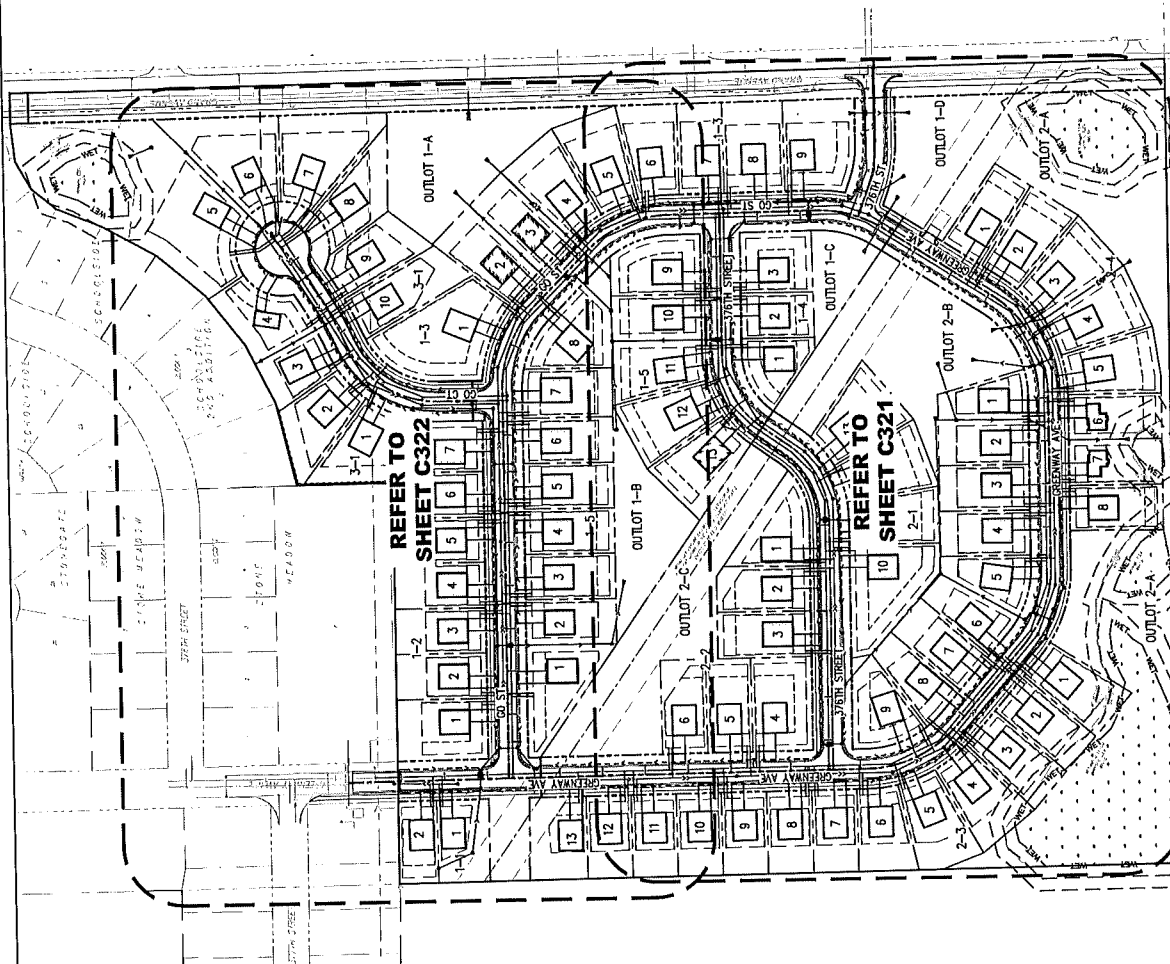
1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056		CLIENT FOX RUN DEVELOPMENT MASTER PLAN		UTILITY INDEX PLAN SEWER PLAN		SHEET C301	
PROJECT #: 210538		CHECK BY: [Signature]		DATE: 08/14/2023		PROJECT #: 210538	
DESIGNED BY: [Signature]		DRAWN BY: [Signature]		DATE: 08/14/2023		PROJECT #: 210538	
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.							
LHB 701 Hennepin Ave., N. Ste. 200 Minneapolis, MN 55401 (612) 338-2000 ALL RIGHTS RESERVED.							

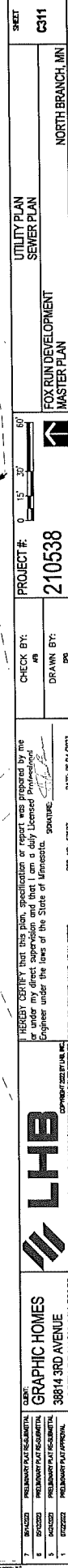
GENERAL NOTES

1. PREPARE SUBMITTALS AND ALL INFORMATION IN THE CONSTRUCTION DOCUMENTS. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
2. CONTRACTOR TO MAINTAIN 15' VERTICAL CLEARANCE BETWEEN WATERMAIN AND SANITARY SEWER.
3. EXISTING UTILITIES ARE BASED ON RECORD DRAWINGS AND HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. UTILITIES THE CONTRACTOR SHALL VERIFY SHALL BE FIELD VERIFIED BY THE CONTRACTOR. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
4. SITE LIGHTING SHALL BE PROVIDED FOR ALL AREAS TO BE CONSTRUCTED. CONTRACTOR SHALL PROVIDE LIGHTING FOR ALL AREAS TO BE CONSTRUCTED. CONTRACTOR SHALL PROVIDE LIGHTING FOR ALL AREAS TO BE CONSTRUCTED.
5. EXISTING UTILITIES SHALL BE MAINTAINED. ALL UTILITIES REMOVED SHALL BE RECONSTRUCTED.
6. ADJUST ALL RIGGS AND CHANGES TO THESE SHEETS.
7. PREPARE CONSTRUCTION SEPARATE, DETAIL & RECORD FROM EXISTING RECORD DRAWINGS.



SHEET C302		UTILITY INDEX PLAN WATERMAIN PLAN		FOX RUN DEVELOPMENT MASTER PLAN		NORTH BRANCH, MN	
PROJECT # 210538		CHECK BY: AB		DRAWN BY: DPA		DATE: 08/14/2023	
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.		SIGNED: [Signature]		DATE: 08/14/2023		TYPE OF PRINTED NAME: JOHN B. BEE	
LHB		GRAPHIC HOMES		38814 3RD AVENUE		NORTH BRANCH, MN 55056	
7	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
6	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
5	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
4	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
3	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
2	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
1	DESIGNED	PRELIMINARY PLAT RECALCULATE	DATE	8/14/2023	DESIGNED BY	AB	DATE
0	DATE	DESIGNED BY	AB	DATE	DESIGNED BY	AB	DATE

1. REFER TO C201 FOR GRADING & UTILITY NOTES.

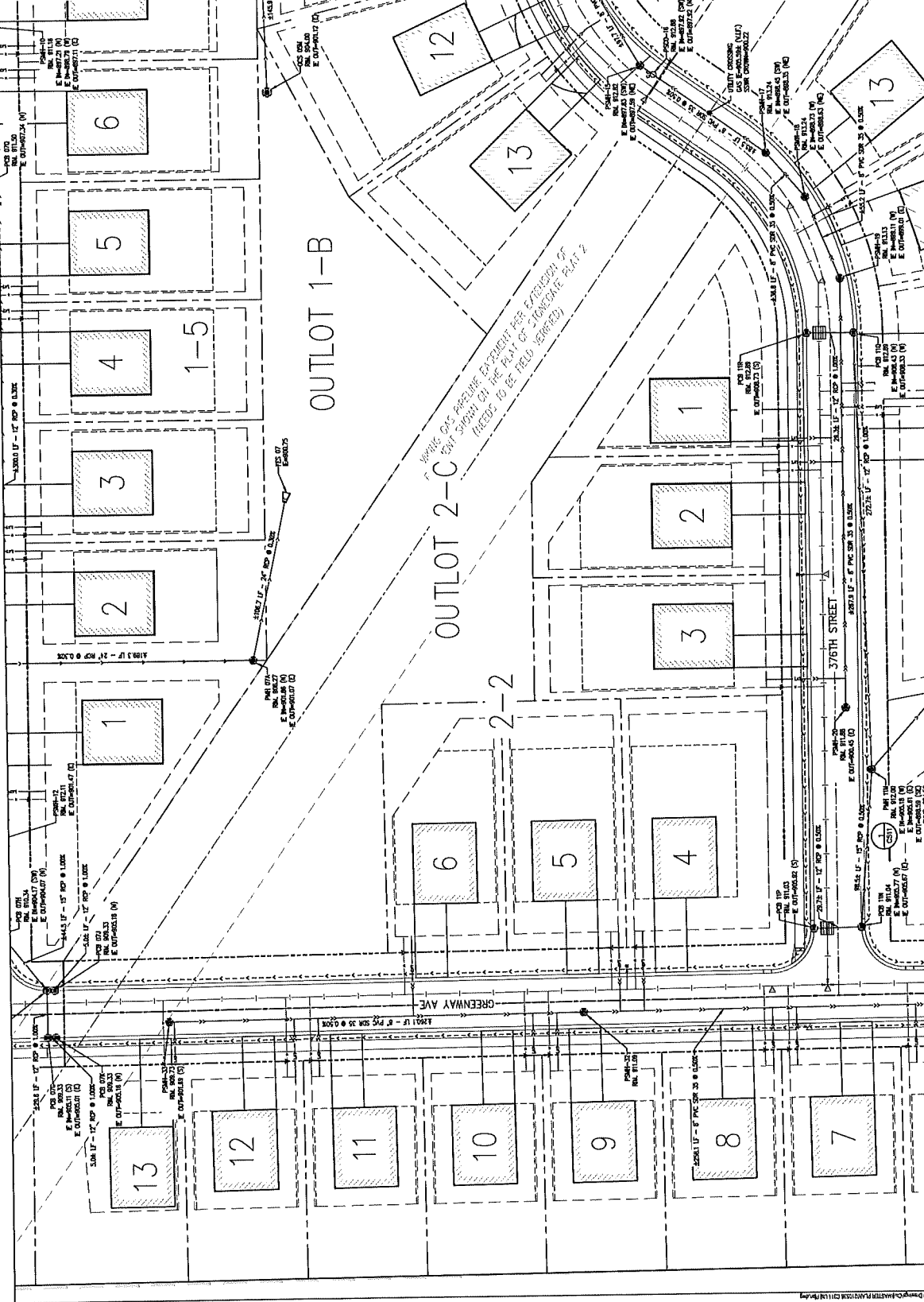
[illegible]

SHEET NOTES

1. REFER TO CITY FOR CHANGES & UTILITY NOTES.

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTOUR (5' INTERVAL)
- MAJOR CONTOUR (1' INTERVAL)
- STORM SEWER
- STORM TIE
- CATCH BASIN
- STORM MANHOLE
- CLEANOUT
- SANITARY SEWER
- SANITARY MANHOLE
- WETWELL
- WATER SERVICE
- VALVE
- HYDRANT
- THURST BLOCK



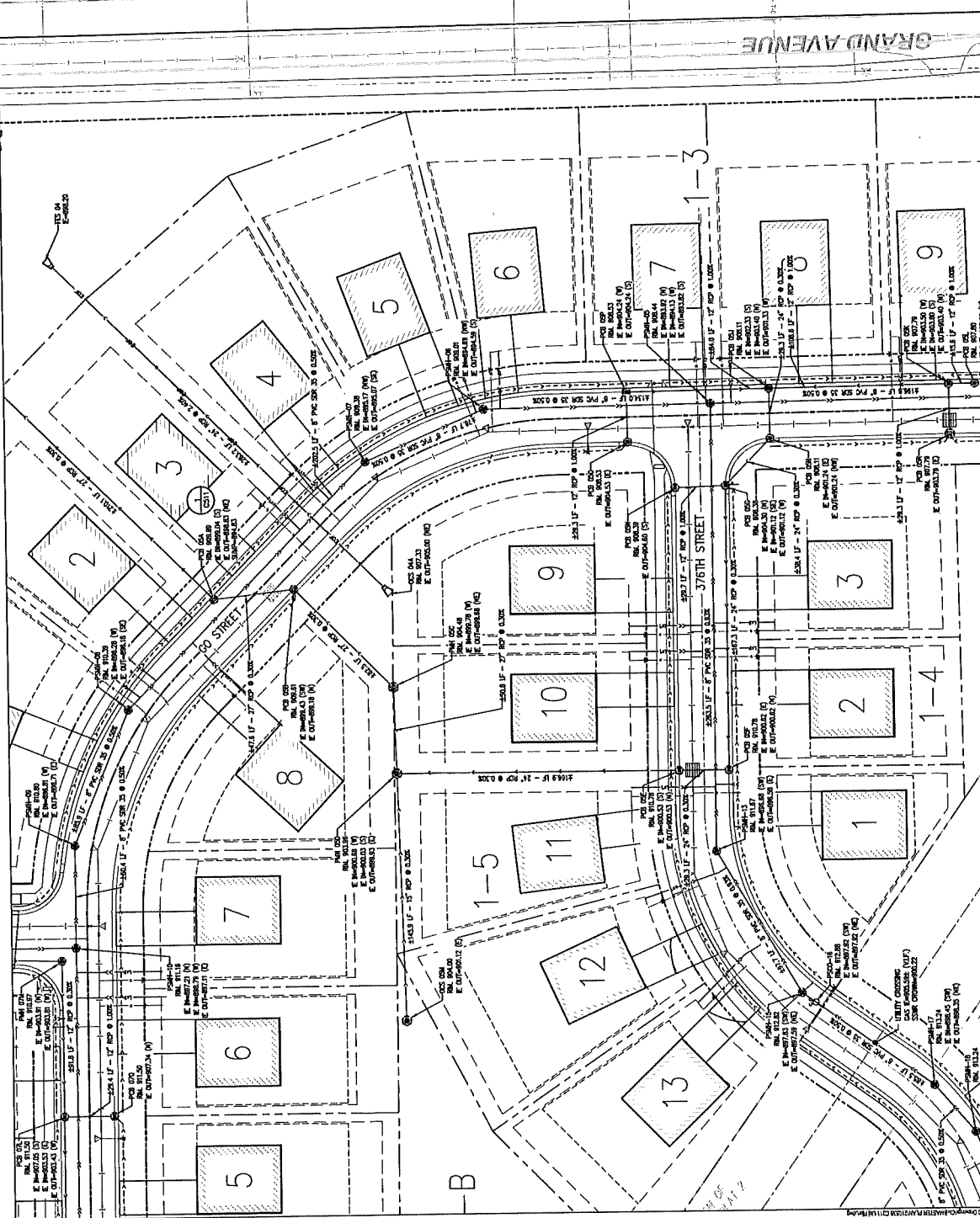
GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55056		LHB 701 Washington Ave. N., Ste. 200 Minneapolis, MN 55401 TEL: 612.292.2200 FAX: 612.292.2201	
PROJECT #: 210538	CHECK BY: [Signature]	DATE: 06/14/2020	PROJECT #: 210538
DRAWN BY: [Signature]	CHECKED BY: [Signature]	DATE: 06/14/2020	PROJECT #: 210538
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]			
UTILITY PLAN SEWER PLAN FOX RUN DEVELOPMENT MASTER PLAN			
SHEET C313		NORTH BRANCH, MN	

SHEET NOTES

1. REFER TO CIVIL PLAN FOR CHANGES & UTILITY NOTES

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTIGUOUS (S) INTERNAL
- MINOR CONTIGUOUS (S) INTERNAL
- SMALL
- STORM SEWER
- DRAIN TILE
- CATCH BASIN
- STORM MANHOLE
- CLEANOUT
- SANITARY SEWER
- SANITARY MANHOLE
- WATER MAIN
- VALVE
- HYDRANT
- TRUST BLOCK



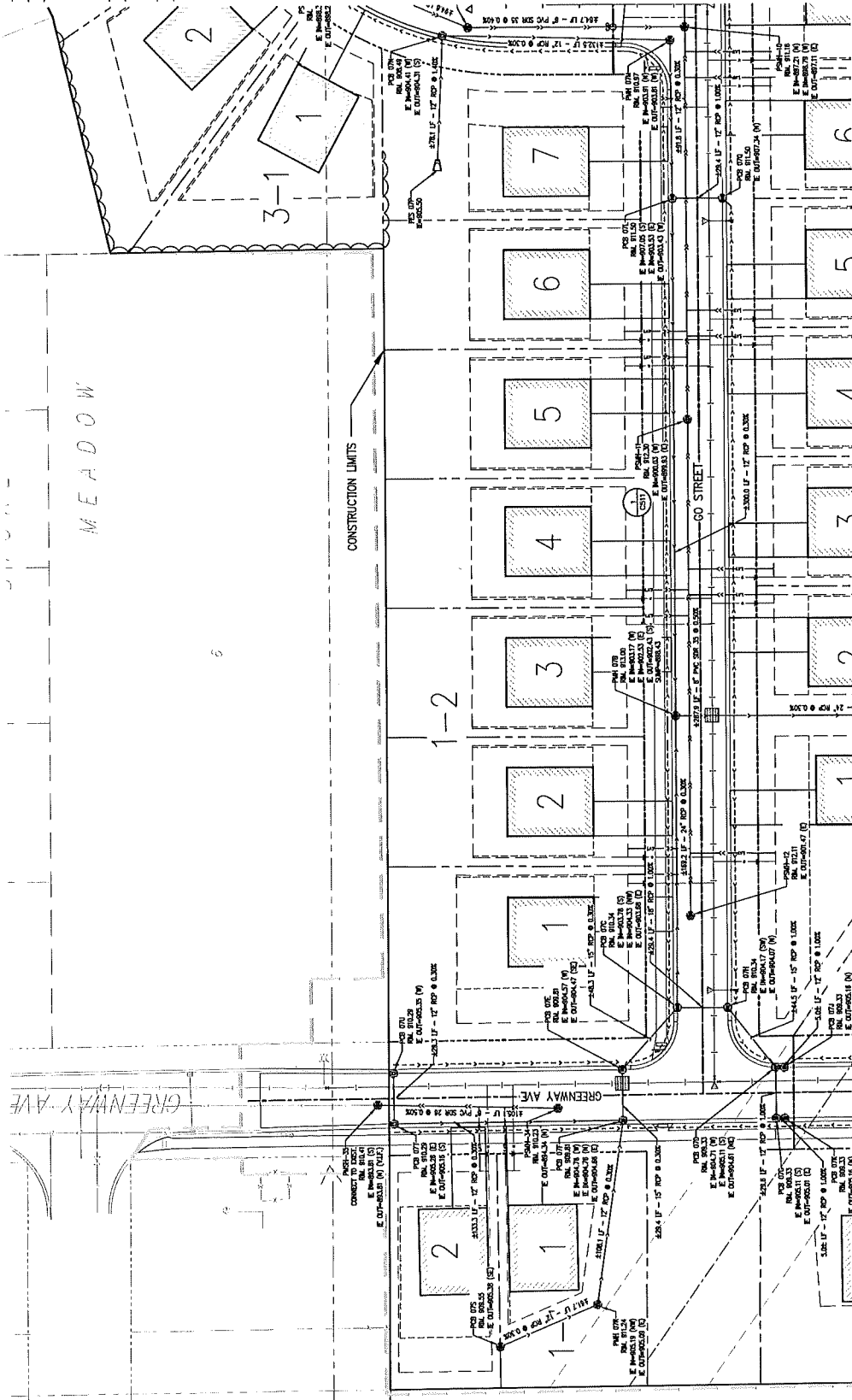
SHEET C314	
UTILITY PLAN SEWER PLAN	
FOX RUN DEVELOPMENT MASTER PLAN	
NORTH BRANCH, MN	
PROJECT #:	210538
CHECK BY:	DATE: 06/04/2023
BY:	DATE: 06/04/2023
HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. DATE: 06/04/2023	
LHB GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55055	
DATE: 06/04/2023 BY: [Signature] DATE: 06/04/2023 BY: [Signature]	

SHEET NOTES

1. REFER TO CITY FOR SOUNDING & UTILITY NOTES.

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTIGUOUS (5' INTERVAL)
- MINOR CONTIGUOUS (1' INTERVAL)
- SHALE
- STORM SEWER
- STORM TILE
- CATCH BASIN
- STORM MANHOLE
- CEMENT
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- SANITARY MANHOLE
- WATER SERVICE
- VALVE
- HYDRANT
- TRUNK BLOCK



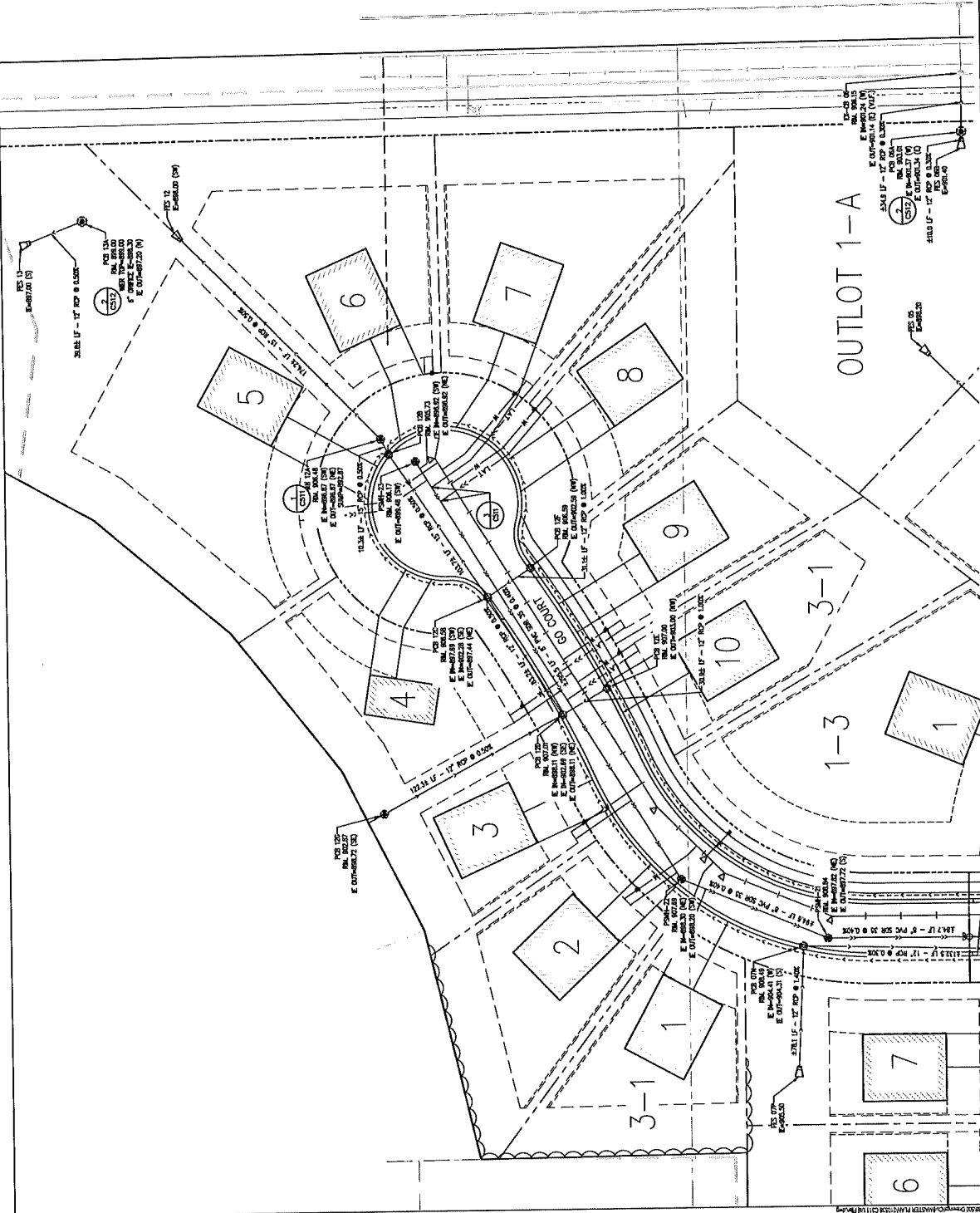
GRAPHIC HOMES 3884 3RD AVENUE NORTH BRANCH, MN 55066		LHB CONSULTING ENGINEERS 101 Hennepin Avenue, Suite 200 North Branch, MN 55066		PROJECT # 210538 CHECK BY: <i>[Signature]</i> DRAWN BY: <i>[Signature]</i> DATE: 06/14/2023		UTILITY PLAN SEWER PLAN FOX RUN DEVELOPMENT MASTER PLAN		SHEET C315 NORTH BRANCH, MN
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SHEET NOTES

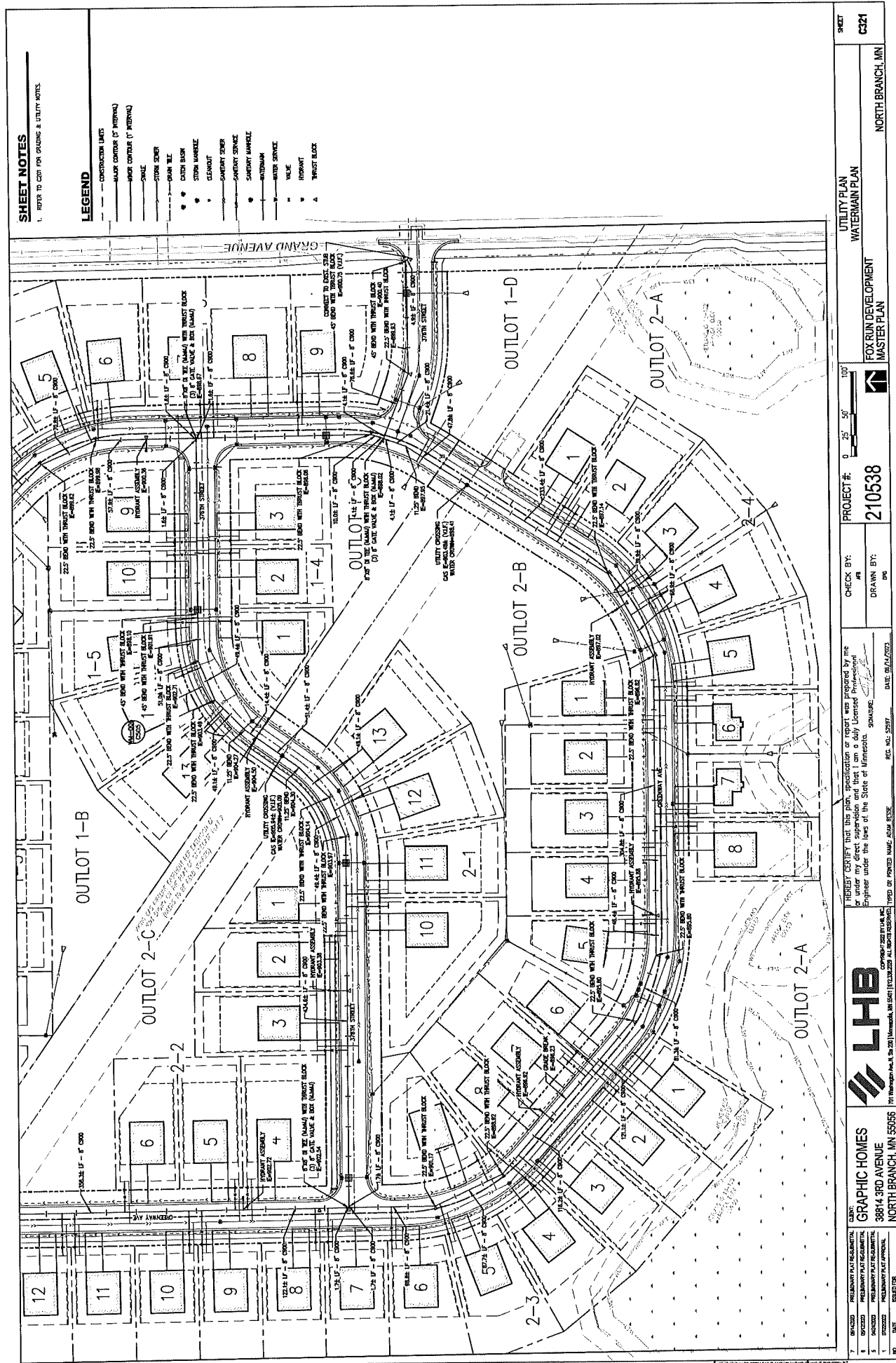
1. REFER TO CITY FOR CHANGING & UTILITY NOTES.

LEGEND

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- MINOR CONTIGUOUS (F. INTERNAL)
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- STORM SEWER
- ROAD TILE
- CATCH BASIN
- STORM MANHOLE
- CATCHMENT
- GASTROSTOMY SEWER
- GASTROSTOMY SERVICE
- SANITARY MANHOLE
- WATER SERVICE
- VALVE
- PUMP
- TRUNK BLOCK



SHEET C316		UTILITY PLAN SEWER PLAN		FOX RUN DEVELOPMENT MASTER PLAN		NORTH BRANCH, MN	
PROJECT # 210538		CHECK BY: [Signature]		DRAWN BY: [Signature]		DATE: 04/11/11	
HERESY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 04/11/11							
LHB GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55055		7. BRANDED PRELIMINARY PLAN REQUIRED 8. BRANDED PRELIMINARY PLAN REQUIRED 9. BRANDED PRELIMINARY PLAN REQUIRED 10. BRANDED PRELIMINARY PLAN REQUIRED 11. BRANDED PRELIMINARY PLAN REQUIRED 12. DATE: 04/11/11					

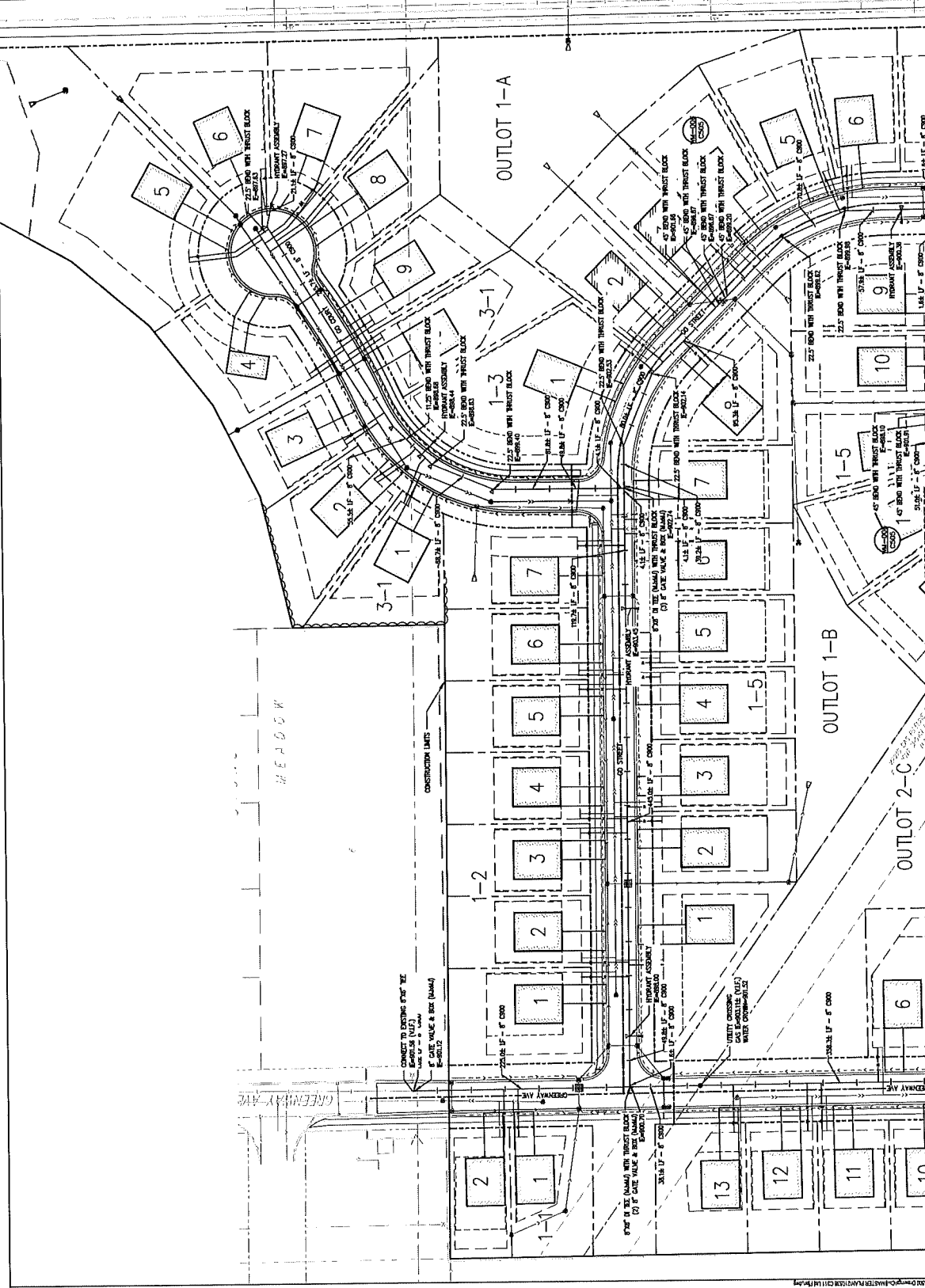


SHEET NOTES

1. REFER TO CDD FOR CHANGING & UTILITY NOTES.

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTIGUOUS (5' INTERVAL)
- MINOR CONTIGUOUS (1' INTERVAL)
- SHALE
- CROWN STREET
- CROWN TIE
- CROWN BUGH
- STORM MANHOLE
- CLEANOUT
- SANITARY SERVICE
- SANITARY MANHOLE
- SANITARY SERVICE
- WATER SERVICE
- VALVE
- ROCKET
- TRUST BLOCK



GRAPHIC HOMES 38814 3RD AVENUE NORTH BRANCH, MN 55055		LHB 38814 3RD AVENUE NORTH BRANCH, MN 55055		PROJECT #: 210538	UTILITY PLAN WATERMAIN PLAN	SHEET C322
CHECK BY: DATE: 06/14/2023		DRAWN BY: DATE: 06/14/2023		FOX RUN DEVELOPMENT MASTER PLAN		NORTH BRANCH, MN
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OF 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.						
TYPED OR PRINTED NAME: ALUM. BESE						



GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55055

NO.	DATE	DESCRIPTION
1	06/14/2023	PRELIMINARY PLAN FOR PERMITTING
2	06/14/2023	PRELIMINARY PLAN FOR PERMITTING
3	06/14/2023	PRELIMINARY PLAN FOR PERMITTING
4	06/14/2023	PRELIMINARY PLAN FOR PERMITTING

[illegible]

REFER TO SHEET C403

**REFER TO
SHEET C402**



CLIENT:
GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55003

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.

CHECK BY:	AFB
DRAWN BY:	DRG

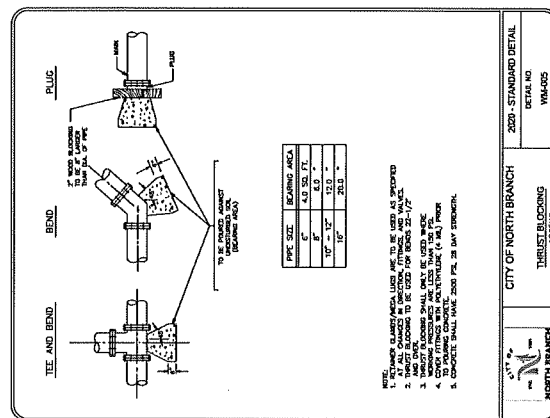
PROJECT #: 210538

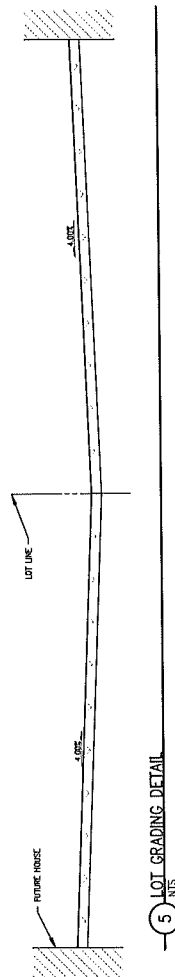
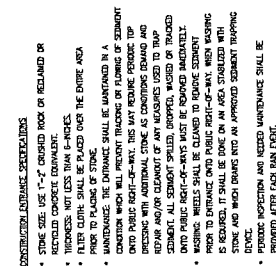
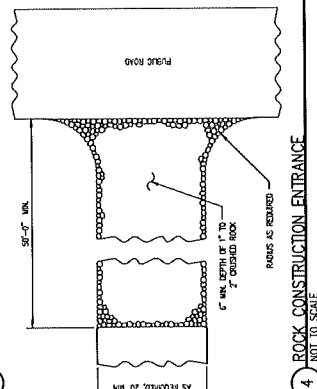
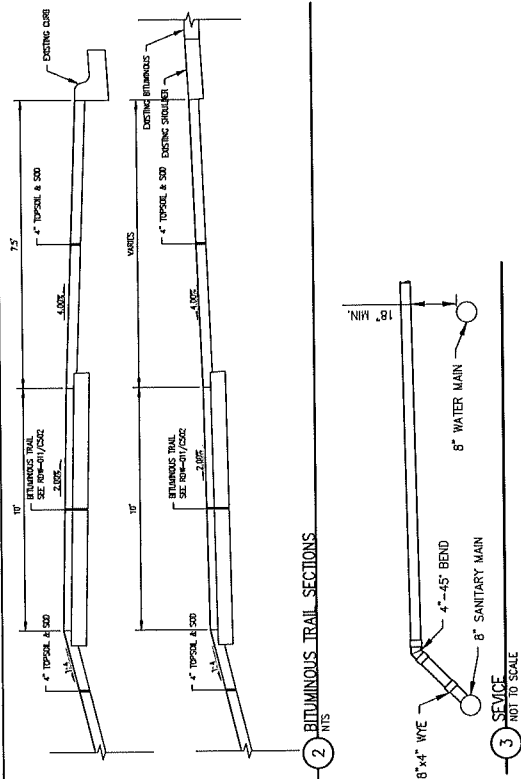
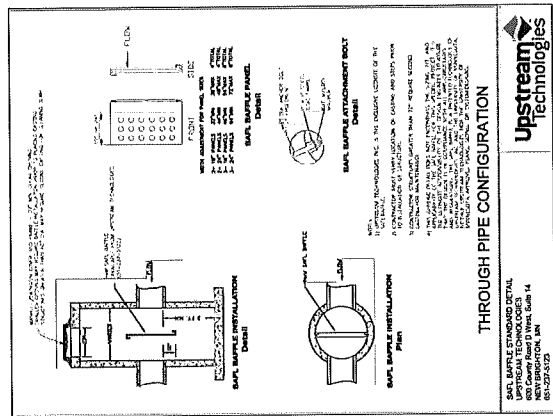
SURFACING & LAYOUT **INDEX PLAN**

**FOX RUN DEVELOPMENT
MASTER PLAN**

SHEET
C401

Page 622 of 691

[illegible]



7	06/14/2020	PROJ. INQUIRY PLAT RES-SUBMITTAL
6	05/19/2020	PROJ. INQUIRY PLAT RES-SUBMITTAL
5	04/01/2020	PROJ. INQUIRY PLAT RES-SUBMITTAL
1	07/22/2022	PROJ. INQUIRY PLAT APPROVAL

CLIENT: **GRAPHIC HOMES**
38814 3RD AVENUE
NORTH BRANCH, MN 55056



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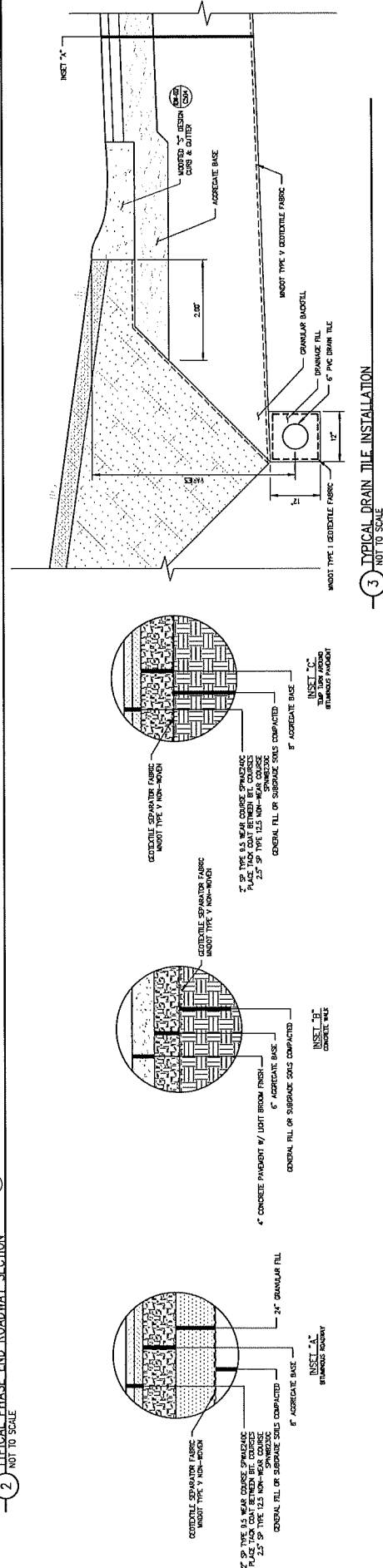
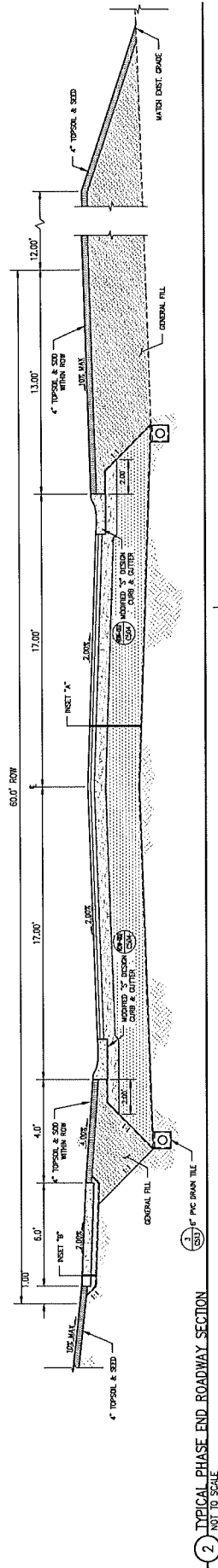
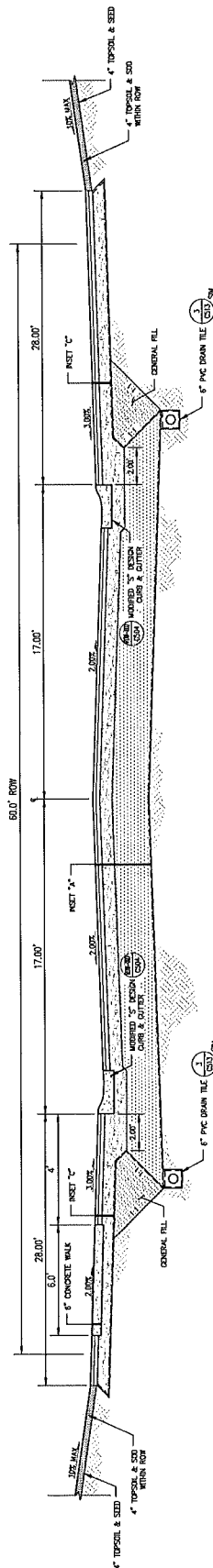
HEREBY CERTIFY that this plan, specification or report was prepared by me
under my direct supervision and that I am a duly Licensed Professional
Engineer under the laws of the State of Minnesota.

 SIGNATURE:

CHECK BY:	APB
DRAWN BY:	POB

PROJECT #:	210538
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FOX RUN DEVELOPMENT MASTER PLAN	CIVIL DETAILS
------------------------------------	---------------



7	ISSUED	PRESUBMIT PLAT RECOMMENDATION
8	DISCLOSED	PRESUBMIT PLAT RECOMMENDATION
9	RECEIVED	PRESUBMIT PLAT RECOMMENDATION
10	DATE	PRESUBMIT PLAT FOR APPROVAL
NO	DATE	RECEIVED FOR APPROVAL

CLIENT:	GRAPHIC HOMES	PROJECT #:	CIVIL DETAILS	SHEET
38814 3RD AVENUE				
NORTH BRANCH, MN 55055				
			FOX RUN DEVELOPMENT	C513
			MASTER PLAN	NORTH BRANCH, MN



LHB
LANDSCAPE ARCHITECTS
P.A.

COMPANY: 2023 BY LHB, INC.
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 701 Hennepin Ave., Ste. 201 Minneapolis, MN 55401 (612) 339-4444

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: AP

DRAWN BY: DPS

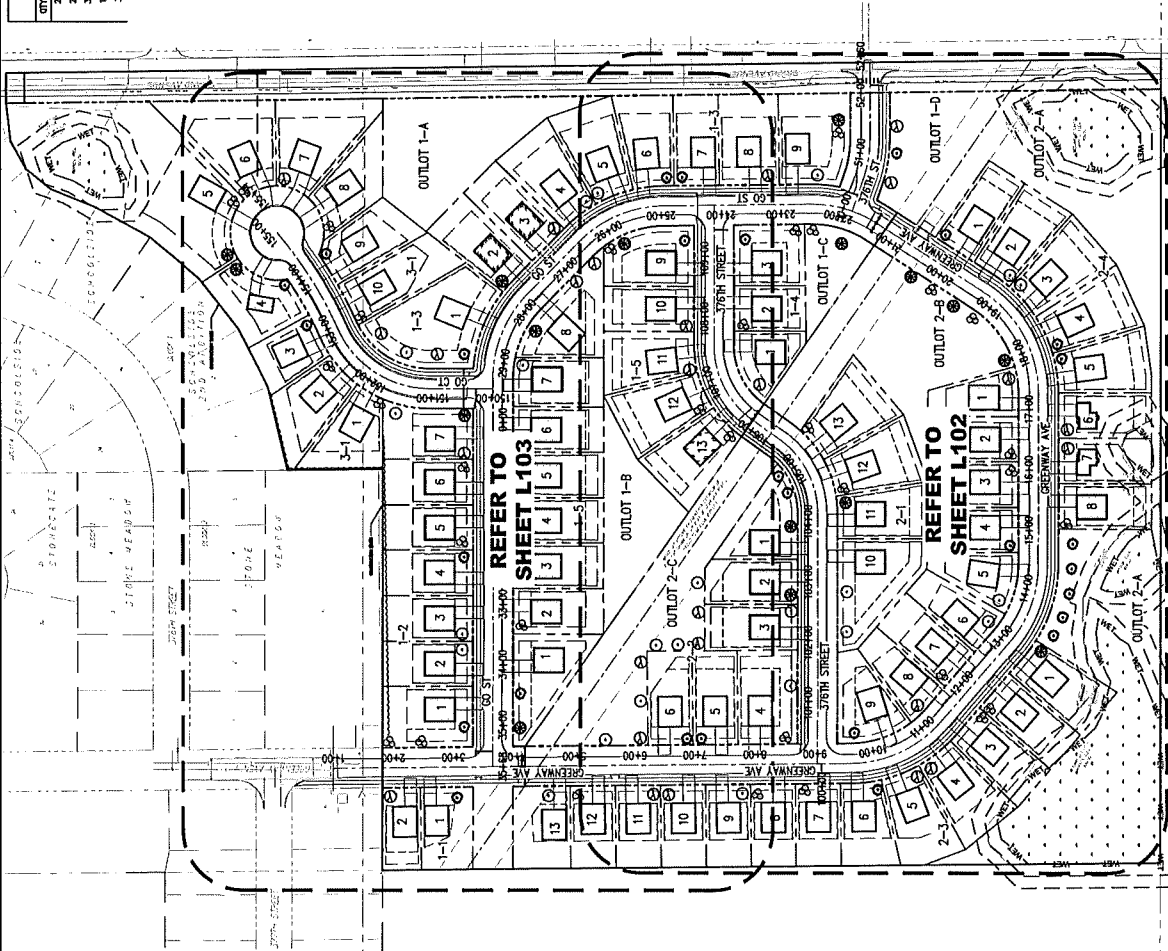
REC. NO.: 25587

DATE: 06/14/2023

TYPED OR PRINTED NAME: KAM RYSE

1. SEE SHEET L501 FOR PLANTING DETAILS.

PLANT LIST				
QTY	CODE	COMMON NAME	BOTANICAL NAME	SIZE
29	A.P.	AUSTRIAN PINE	PRUNUS NERA	800 CONT.
27	C.S.	COLORADO SPRUCE	PICEA PARVIFLORA "GLAUCA"	800 CONT.
33	R.B.	ROVER BUSH	BETULA NERA	2.5' BAR
33	R.B.	ROVER BUSH	BETULA NERA	2.5' BAR
17	S.L.	SOUTLY LINDEN	TELA AMERICANA "MOSSBERRY"	2.5' BAR
31	P.O.	NORTHERN PIN OAK	QUERCUS ALIFRANCOSUS	2.5' BAR



**REFER TO
SHEET L103**

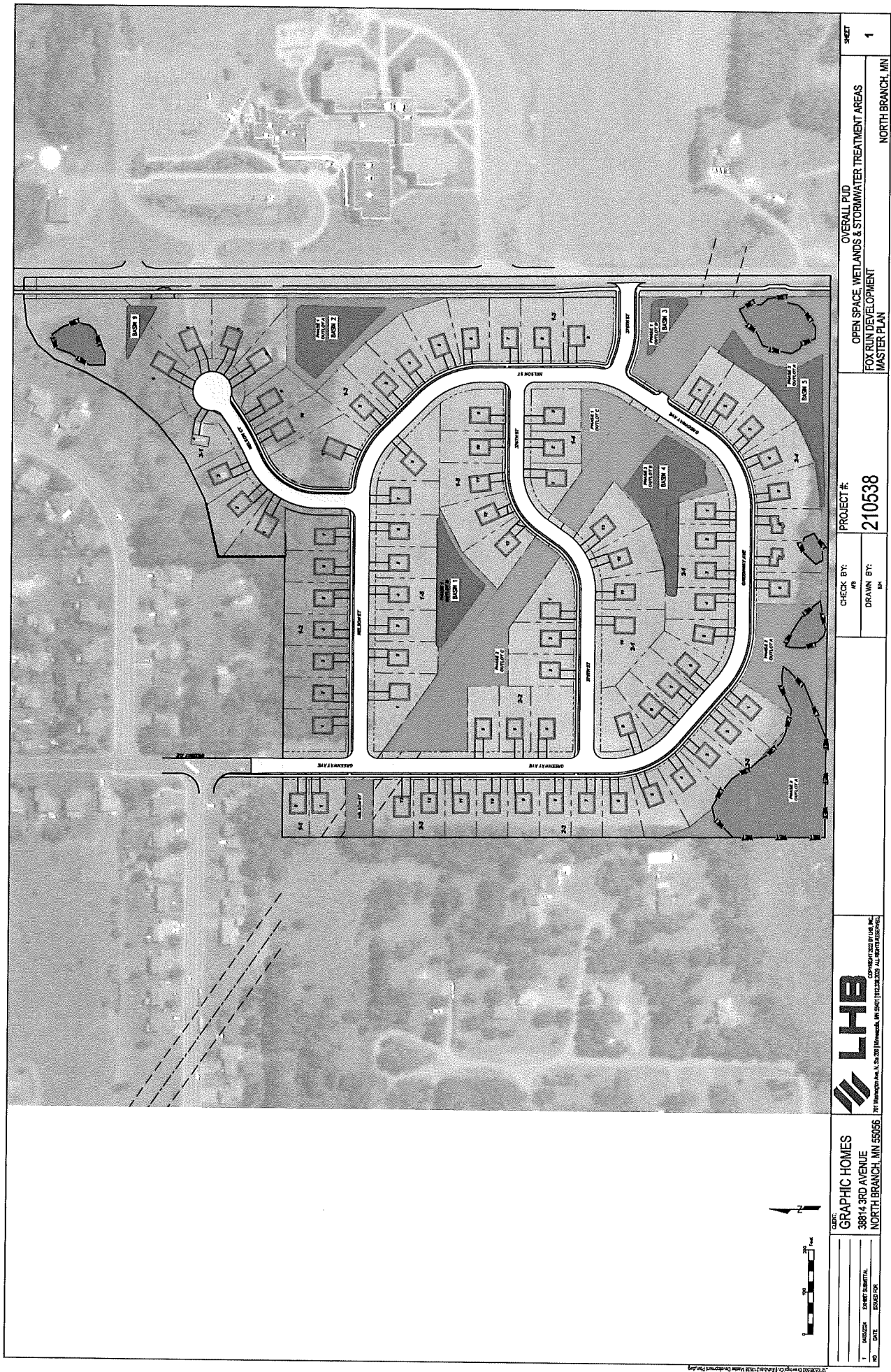
**REFER TO
SHEET L102**

[illegible]

EXHIBIT E

FOX RUN

OPEN SPACE, WETLANDS & STORMWATER TREATMENT AREAS



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GRAPHIC HOMES
38814 3RD AVENUE
NORTH BRANCH, MN 55056

NO.	DATE	REVISION
1	10/20/2021	INITIAL SUBMITTAL

CHECK BY: JH
PROJECT #: 210538
DRAWN BY: BH

OVERALL PUD
OPEN SPACE, WETLANDS & STORMWATER TREATMENT AREAS
FOX RUN DEVELOPMENT
MASTER PLAN
NORTH BRANCH, MN

SHEET
1

EXHIBIT F
FOX RUN
WETLAND MITIGATION PLAN



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

Presenter: Nathan Sondrol, Community Development Director

Date: 02/20/2025

Board & Commission: City Council

Subject: Resolution -R-155-2025 Approval of Fox Run 2nd Addition Final Plat

Overview / Background

Graphic Homes, Inc has applied for final plat approval for Fox Run Phase 2, the second phase in the Fox Run project. The applicant is proposing to create 44 lots for single family development on 21.67 acres, which was initially plated as Outlot E. The area is located in the southwest section of the property, across the pipeline easement from the current neighborhood under construction. The third and final phase of the project will be in the northeast section of the site and requires extension of Nelson Court. The plat provides for two more lots than the prior preliminary plat. The two lots, Lot 1 Block 3 and Lot 9 Block 4 have been added to the plat. The applicant, and City had initially thought this area was unbuildable given the amount of wetlands on the site. The applicant has shown a drawing which depicts the installation of a home on each lot and therefore staff can support the two additional lots. However, staff is providing a condition of approval that the applicant place a covenant on the lots stating the city will not provide any variances for construction of the principal or accessory structures on the site.

Upon recommendation of the Planning Commission, the City Council approved the Fox Run preliminary plat (Resolution No. 036-23-CC) and rezoning of the property to PUD in May 2023 (Ordinance No. 353-023). The Master Planning Unit Development (PUD) Development Agreement was approved by the City Council on March 26, 2024. The final plat for Phase 1 of the development was approved by the City Council on July 11, 2023 (Resolution No. 42023-CC).

Requests and Issues to Consider

1. Final Plat
 1. Land Use and Zoning
 2. Plat Standards/Consistency with PUD
 3. Development Agreement

Analysis of Requests

1. Final Plat

a. Land Use and Zoning

The Subject Property is currently guided **Low Density Residential**, per the 2018 Comprehensive Plan, and zoned **Planned Unit Development (PUD)**. The Final Plat is consistent with the approved PUD standards.

Land Use and Zoning standards are satisfied.

1. Plat Standards

The minimum performance standards established by the PUD zoning are as follows:

	Lot			Setbacks				
	Width/f t	Depth/ft t	Area/s f	Front/ft s	Side/ft t	Street/ft t	Rear/ft t	Height/f t
PU D	60	115	6,900	30	6	30	30	35

The development must also meet the minimum requirements for attached garages (400 sf) and lot coverage (50%). The Stormwater Management Plan identified a lot coverage for the entire Development of about 30.4%.

Final Plat for Phase II satisfies PUD standards.

2. Development Plan

The Subject Property is a single lot, totaling 21.67 acres and was platted as Outlot E in the first phase of Fox Run. The Final Plat for Phase 2 proposes 44 residential lots and three (3) Outlots. The Development was proposed to be developed in three (3) phases. The Developer proposes a mix of split-entry with walk-out basements, full basements with walk-outs and full basement look-outs; most of the homes (84) are shown as split-entry walk-outs. City Code §66-974 requires a minimum of one (1) tree per dwelling unit, excluding ornament trees.

The final plat is in substantial compliance with the approved preliminary plat and consistent with the PUD approval.

3. Development Agreement

The City and Developer are working on the Development Agreement for Phase 2 of the Fox Run subdivision. It is anticipated that the Agreement will be scheduled for the next Council meeting for approval.

Staff Recommendation

City staff recommends approval of the final plat for Fox Run 2nd Addition.

Recommended City Council Action

Motion to approve Resolution R-155-2025 approving the Final Plat for Fox Run 2nd Addition, a single-family residential development.

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-155-2025

RESOLUTION APPROVING THE FINAL PLAT FOR FOX RUN 2ND ADDITION

WHEREAS, Graphic Homes, Inc. (“Applicant”) is the owner of a 21.67-acre parcel of land, located on west of Grand Avenue, between Grand Avenue and Greenway Avenue (PIN: 11.01053.73) (“Subject Property”), as legally described as Outlot E Fox Run, Chisago County, Minnesota.; and,

WHEREAS, the Applicant has requested Final Plat approval for Fox Run 2nd Addition, creating 44 single-family residential lots (“Development”); and,

WHEREAS, the Subject Property is guided Low Density Residential, per the 2018 Comprehensive Plan (“Land Use”) and is zoned Planned Unit Development (“PUD”); and,

WHEREAS, on May 23, 2023, the City Council approved the Preliminary Plat, per Resolution No. 036-23-CC, and PUD zoning and related standards, per Ordinance No. 353-23.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Final Plat for Fox Run 2nd Addition is hereby approved with the following conditions:

1. 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.
2. Owner shall pay to the City all applicable fees and expenses incurred by the City as related to the Development.
3. 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.
4. The applicant shall record restrictive covenants upon Lot 1, Block 3 & Lot 9 Block 4 indicating that the City will not grant any variances for building of principal or accessory structures on the lot.
5. The applicant shall submit final grading and utility plans for staff review and obtain staff approval of the plans being consistent with the City requirements as outlined in the engineers memo dated Feb 21, 2025.

BE IT FURTHER RESOLVED, the City of North Branch and Graphic Homes, Inc. shall execute a 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, including park dedication 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.

Passed by the City Council of North Branch, Minnesota this 25th day of February, 2025.

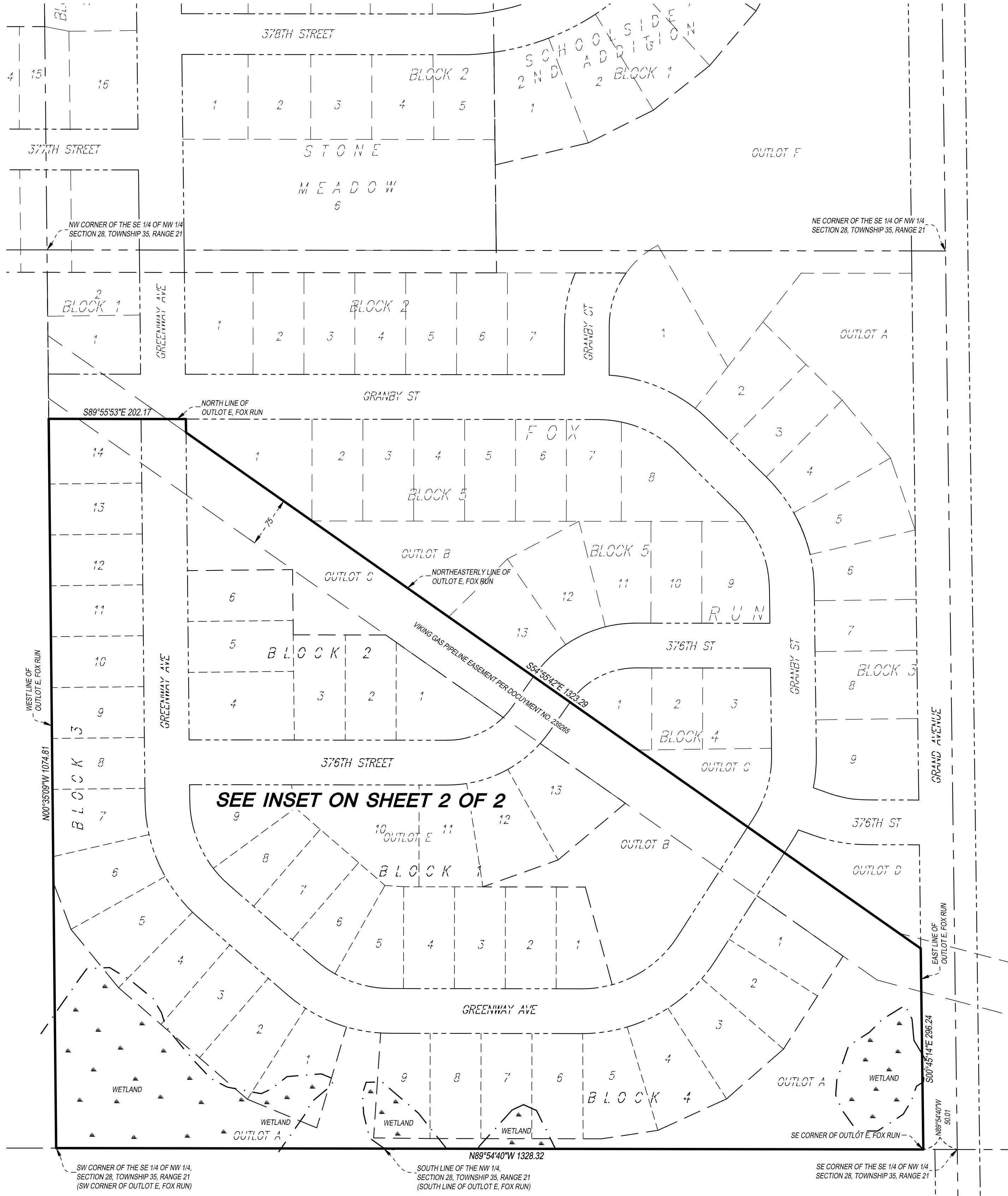
Kevin Schieber, Mayor

Attested:

Matthew Hill, City Administrator

FOX RUN PHASE 2

SEC. 28, TWP. 35, RNG. 21
CITY OF NORTH BRANCH
CHISAGO COUNTY



BEARING NOTE
FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 35, RANGE 21, CHISAGO COUNTY, MINNESOTA, IS ASSUMED TO BEAR NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST (CHISAGO COUNTY COORDINATE SYSTEM).

KNOW ALL MEN BY THESE PRESENTS: That Graphic Homes Inc., a Minnesota Company, owner and proprietor of the following described property situated in the County of Chisago, State of Minnesota, to wit:
Outlot E, FOX RUN, according to the recorded plat thereof, Chisago County, Minnesota.

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

Has caused the same to be surveyed and platted as FOX RUN PHASE 2 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 Graphic Homes Inc., a Minnesota Company, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

Steve Rindahl, President

STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Steve Rindahl, President of Graphic Homes Inc., a Minnesota 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 platting 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 _____ PRINTED NAME _____

Notary Public, _____ County, Minnesota
My commission expires _____

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 _____ City 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__.

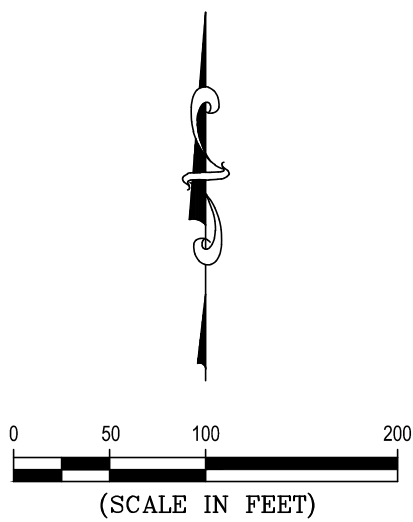
Chisago County Auditor

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

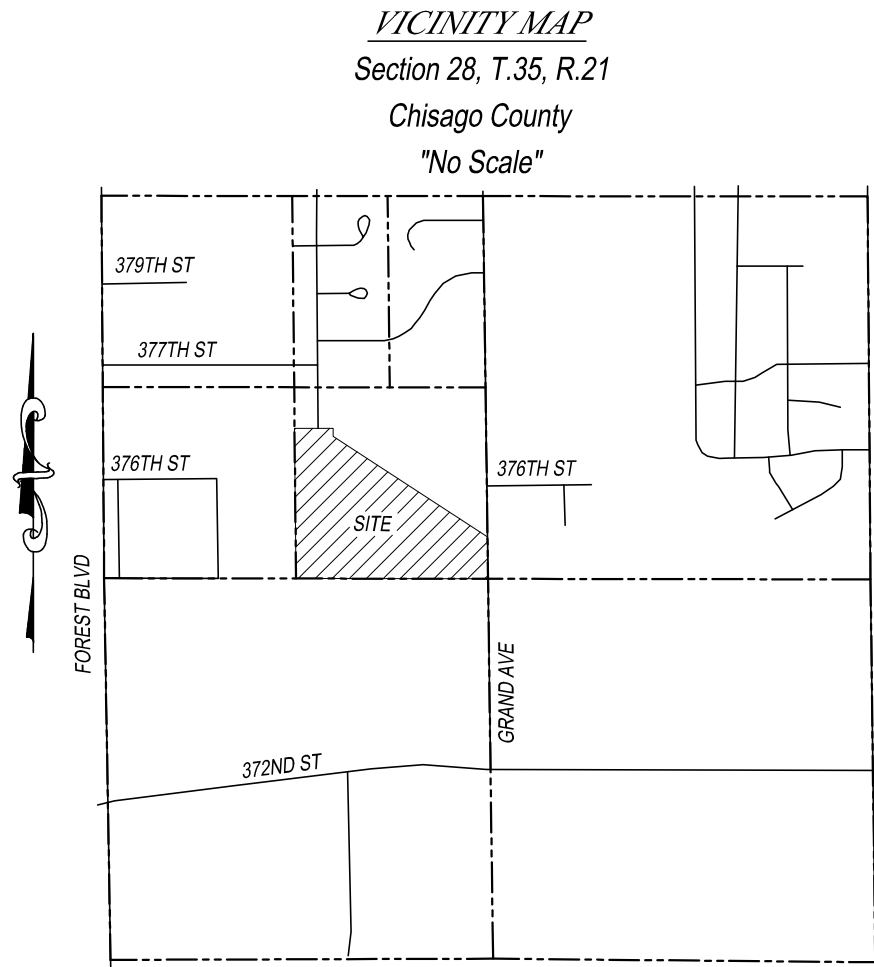
Chisago County Treasurer

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

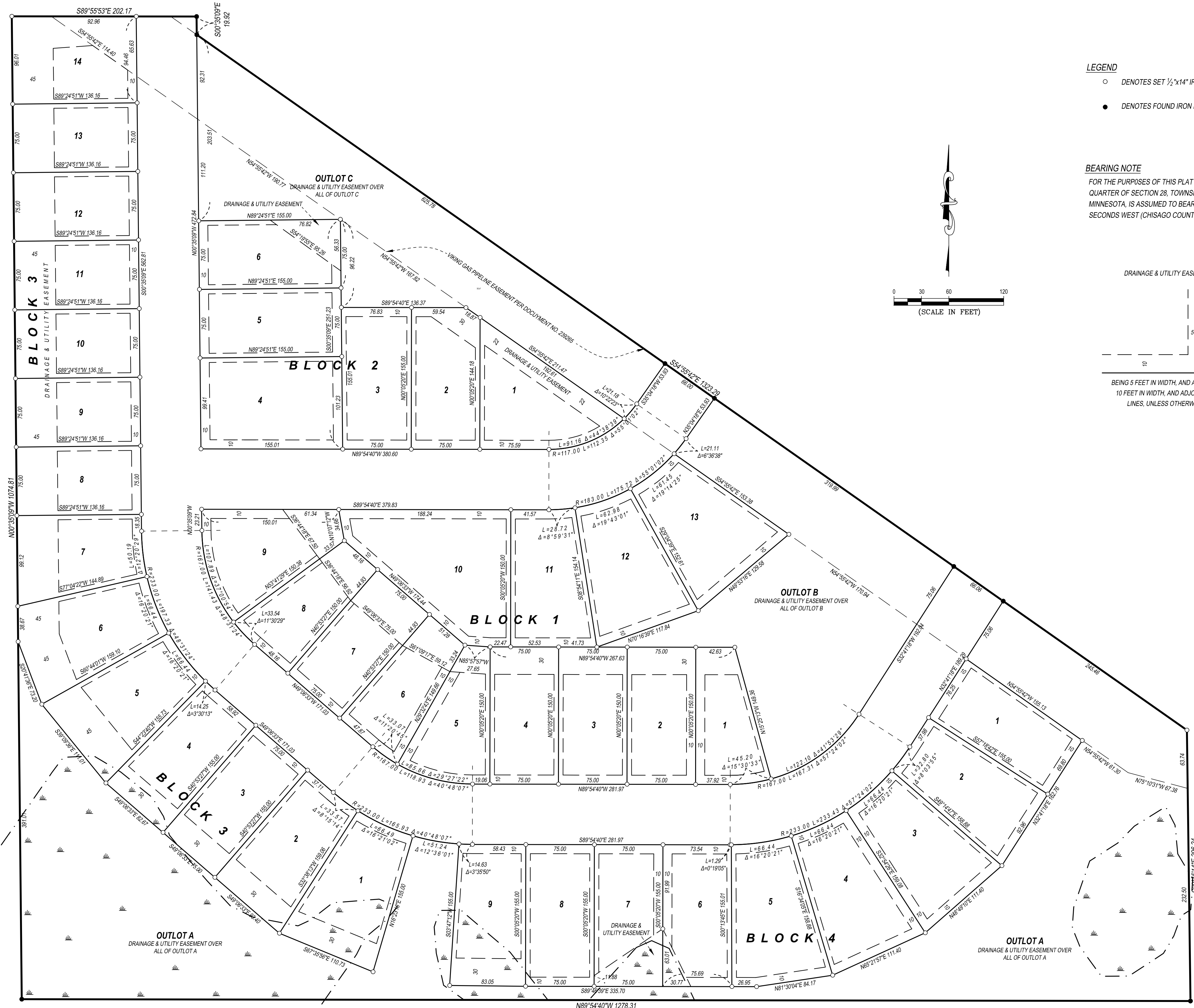


- LEGEND**
- DENOTES SET 1/2"x14" IRON PIPE WITH CAP MARKED RLS 42627
 - DENOTES FOUND IRON MONUMENT



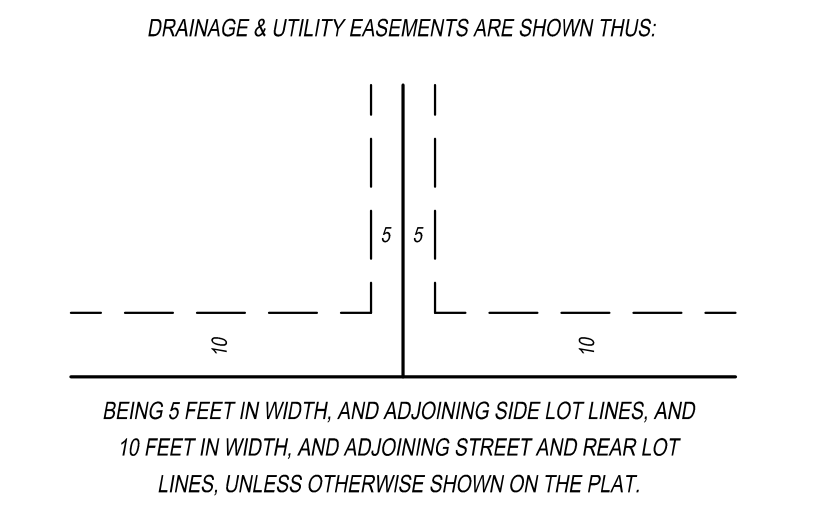
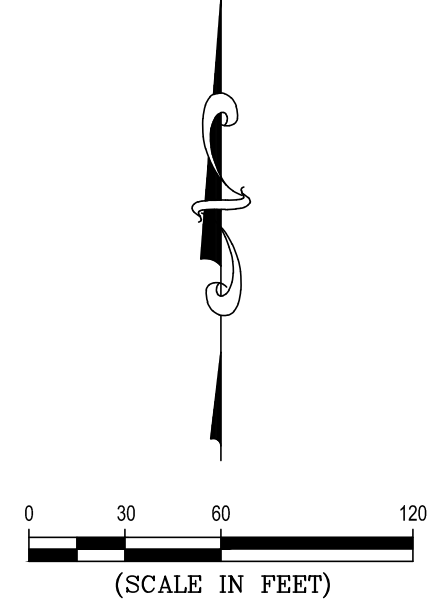
FOX RUN PHASE 2

SEC. 28, TWP. 35, RNG. 21
CITY OF NORTH BRANCH
CHISAGO COUNTY



- LEGEND**
- DENOTES SET 1/2"x14" IRON PIPE WITH CAP MARKED RLS 42627
 - DENOTES FOUND IRON MONUMENT

BEARING NOTE
FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 35, RANGE 21, CHISAGO COUNTY, MINNESOTA, IS ASSUMED TO BEAR NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST (CHISAGO COUNTY COORDINATE SYSTEM).



**CITY OF NORTH BRANCH
RESOLUTION NO. R-156-2025**

**APPROVING LABOR AGREEMENT BETWEEN THE CITY OF NORTH BRANCH AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49**

WHEREAS, International Union of Operating Engineers, Local No. 49 (“Union”) is the exclusive representative for certain City of North Branch (“City”) employees;

WHEREAS, the current labor agreement between the City and Union expired on December 31, 2024;

WHEREAS, the City and Union met and negotiated over the terms of the new labor agreement between the parties;

WHEREAS, the parties reached a tentative agreement of the terms of the new labor agreement; and

WHEREAS, the Public Employment Relations Act requires that the City execute a labor agreement and implement it in the form of a resolution.

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

1. The Labor Agreement between City and Union for January 1, 2025 through December 31, 2027 is approved.
2. The Mayor and City Administrator shall execute the agreement.
3. The City shall implement the agreement.

Adopted by the City Council of North Branch on February 25, 2025.

Approved:

Kevin Schieber, Mayor

Attested:

Matthew Hill, City Administrator

AGREEMENT
BETWEEN
CITY OF NORTH BRANCH,
MINNESOTA
AND
INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL NO 49



JANUARY 1, 2025 TO DECEMBER 31, 2027

Table of Contents

Article 1:	Purpose of Agreement	4
Article 2:	Recognition	4
Article 3:	Definitions	4
Article 4:	Non-Discrimination	5
Article 5:	Union Rights	6
Article 6:	Employer Authority	6
Article 7:	Savings Clause	6
Article 8:	Employee Rights/Grievance Procedure	7
Article 9:	Discipline.....	9
Article 10:	Job Safety- Training	9
Article 11:	Work Schedules	10
Article 12:	Overtime Pay	10
Article 13:	Call Back Time	11
Article 14:	Standby Pay.....	11
Article 15:	Seniority	11
Article 16:	Compensation	13
Article 17:	Personal Time Off (PTO).....	13
Article 18:	Leave of Absence	14
Article 19:	Funeral Leave	15
Article 20:	Insurance	15
Article 21:	Holidays	16

Article 22: Uniforms	16
Article 23: Tuition Reimbursement	17
Article 24: Waiver	17
Article 25: Duration	17
Appendix A: Wage Rates	19
Appendix B: MOU-Central Pension Fund	21
Appendix C: Seasonal Work Schedule	23
Appendix D: Commercial Driver's License	24

ARTICLE 1 -- PURPOSE OF AGREEMENT

This AGREEMENT is entered into between The City of North Branch, hereinafter called the Employer, and International Union of Operating Engineers, Local No. 49, hereinafter called the Union. The intent and purpose of this Agreement is to:

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

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

ARTICLE 2 -- RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, 179A.03, Subd. 8 for all public works employees of the City of North Branch who are serve in the following classifications: Public Works Foreman, Public Works Maintenance, Lead Wastewater Operator, Wastewater Operator, Lead Water Operator and Water Operator.

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 -- DEFINITIONS

- 3.1 UNION: The International Union of Operating Engineers, Local No. 49.
- 3.2 EMPLOYER: The City of North Branch.
- 3.3 UNION MEMBERS: Members of the International Union of Operating Engineers, Local No. 49.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 3.6 OVERTIME: Work performed in excess of an employee's scheduled shift.

- 3.7 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of or an early report to a scheduled shift is not a call back.
- 3.8 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse; any person required by law; and the following of the employee or employee's spouse: children, stepchildren, adopted children, grandchildren, parents, grandparents, brothers, sisters, parents, aunts, uncles, nephews, and nieces.
- 3.9 DAYS: Unless otherwise indicated, mean the City's regular business days.
- 3.10 PROMOTION: A permanent change of an employee from a position in one work classification to a position in another work classification within the bargaining unit with more responsibility or duties and higher compensation.
- 3.11 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification, in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.12 EMERGENCY: A crisis situation or condition, which reasonably may be expected to endanger life or property as, defined by the Employer.
- 3.13 PROBATION PERIOD: Means twelve (12) months from the employee's date of hire. The probationary period for promoted or reassigned employees will last for six (6) months from date of promotion or reassignment.
- 3.14 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two (2) week notice, providing the employee has not been discharged for misconduct.
- 3.15 SEASONAL EMPLOYEE: Employees whose positions are basically or temporary or seasonal in character and: (1) are not for more than 67 working days in any calendar year; or (2) are not more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to be hired by the Employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment. Seasonal employees are defined for the purposes of this contract as employees working less than 67 working days in a calendar year.

For purposes of this Article, a "calendar year" shall begin with the first date of providing services by a seasonal or temporary employee and end 365 days later. A new "calendar year" shall begin on the 366th day after the first date of performing services, and the cycle shall continue thereafter in the same fashion.

ARTICLE 4 -- NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee on any basis prohibited by law.

ARTICLE 5 -- UNION RIGHTS

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

- 5.1 The Union will obtain written authorization from the employee for the deduction from wages of union dues established by the Union.
- 5.2 The Employer will deduct the amount authorized by the employee and remit the amount to the appropriate designated officer for the Union commencing no later than thirty-one (31) days with proper employee authorization.
- 5.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 5.4 The Employer shall make available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.
- 5.5 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.
- 5.6 The Union agrees to indemnify and hold harmless the Employer against any claims, suits, order, or judgments brought or issued against the Employer under the provisions of this Article.
- 5.7 The Employer and Union agree that in an effort to clarify roles, obligations and responsibilities; one (1) hour will be allowed during regularly scheduled working hours for the Union Business Agent, Steward and new employee to discuss the terms and conditions of the collective bargaining agreement.

ARTICLE 6 -- EMPLOYER AUTHORITY

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 7 -- SAVINGS CLAUSE

This Agreement is subject to the law. In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent Jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, such provision shall be voided. All other provisions of this Agreement shall

continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

ARTICLE 8 -- EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 8.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor.
- 8.4 Procedure. Grievances, as defined by section 8.1, shall be resolved in conformance with the procedures set forth in Section 41 of the City of North Branch Personnel Policy adopted on June 1, 2004.

Step 1. The employee shall, in writing, present the complaint to the employee's department head within fifteen (15) calendar days after the event. The department head shall discuss the complaint with the employee and answer the complaint within fifteen (15) calendar days after receipt of the complaint. Failure to present the complaint within such period shall be deemed a waiver of the complaint. Should the complaint involve the department head, then the employee should proceed directly to Step 2 however, the fifteen (15) calendar day time period shall apply.

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

Step 3. If the complaint is not resolved in Step 2, it may be appealed to the City Council within fifteen (15) calendar days after receipt of the reply from the City

Administrator. Any complaint not appealed to the City Council within this period shall be waived. The appeal will be placed on the agenda for the next regularly scheduled meeting of the City Council in accordance with the Minnesota Open Meeting Law. The employee and a representative of the employee shall have the right to appear before the Council at this meeting. A final ruling on the complaint shall be made by a majority of the City Council members within thirty (30) calendar days after receipt of the complaint.

Step 4. Mediation. A grievance unresolved in Step 3 appealed to Step 4 shall be submitted to mediation with the Bureau of Mediation Services.

Step 5. A grievance unresolved in Step 4 shall, by mutual agreement, be appealed by the Union to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

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

8.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. One (1) representative of the Union, the grievant, and all reasonably necessary employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours. If either party desires a verbatim record of the proceedings, it may cause such record to be made,

providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

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

ARTICLE 9 -- DISCIPLINE

- 9.1 The Employer will discipline employees for just cause only.
- 9.2 Grievances relating to this article shall be initiated by the Union at Step 2 of the grievance procedure under Article 8 of this Agreement.

9.3 Disciplinary Action Steps

A The Employer will discipline for just cause only. Discipline will be one (1) or more of the following forms

- a) Oral reprimand;
- b) written reprimand;
- c) suspension;
- d) demotion;
- e) discharge.

B. Suspensions, demotions and discharges will be in written form.

C. Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

D. Employees may examine their own individual personnel files at reasonable times under direct supervision of the Employer.

E. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 10 -- JOB SAFETY/TRAINING

- 10.1 The time an employee spends attending training, approved by the City Administrator shall be considered working hours for the purpose of computing

wages and other benefits provided by this Agreement.

- 10.2 All employees will have the opportunity to attend Phase 1, Phase 2 and Phase 3 training at the Local 49 training center. Prior approval must be received and money must be appropriated for the training in the department's annual budget.

ARTICLE 11 -- WORK SCHEDULES

- 11.1 The sole authority in work schedules is the Employer. The Normal workday for an employee shall be eight (8) hours for full-time employees. The normal workweek shall be forty (40) hours for full-time employees, 7:00 a.m. to 3:30 p.m., Monday through Friday. With the prior knowledge/understanding of the Public Works Director, the two 15-minute breaks may be forgone to end the workday at 3:00 p.m.
- 11.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal day, excluding Ice Rink Maintenance. The Employer will give seven (7) calendar days advance notice to the employees affected by the establishment of work shifts different from the employee's normal Monday through Friday work day.
- 11.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work a reasonable amount of overtime or callbacks if requested unless unusual circumstances prevent the employee from so working. The Employer, at its sole discretion, has the unequivocal right to send employees home after the completion of twelve (12) hours of work, regardless of whether those twelve (12) hours consist of "early call" hours. The employee must take a minimum eight (8) hour break before returning to work.
- 11.4 If called in early to plow snow the employee will have the option to work the regularly scheduled shift up to twelve (12) total hours with approval of the department head.

ARTICLE 12 --OVERTIME PAY

- 12.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half (1½) times the employee's regular base pay rate and paid out as overtime pay in the pay period during which the hours were worked unless the Department Head approves the accrual of comp time for the overtime hours earned
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime shall be distributed as equally to the members of the bargaining unit, as

practical. Overtime refused by employee will for record purposes under Article 12.3 be considered as unpaid overtime worked.

- 12.4 Overtime or Compensatory Time will be paid for all department head-approved time worked over the standard workday for the employee's classification at the rate of one and one-half (1½) times the employee's regular hourly rate. When computing hours worked, if an employee takes PTO during the day that they work more than the standard workday, they are not eligible for overtime compensation for that day. Compensatory Time may be accumulated up to eighty (80) hours; however, on December 15th of each year any time in excess of forty (40) hours shall be submitted for payment as overtime.
- 12.5 Credit for overtime hours worked (pay and/or compensatory time off) shall only be given upon receipt of supervisor approved documentation as to the purpose and need for the overtime and must be approved by the City Administrator.

ARTICLE 13 -- CALL BACK TIME

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate for time worked, whichever is greater. An extension of early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 14 -- STANDBY PAY

- 14.1 Employee's who are designated by the City Administrator to serve in a "standby" status on behalf of the City shall receive one (1) hour of overtime per day for "standby" on Monday through Friday and one and one-half (1½) hours of overtime per day for "standby" on Saturday and Sunday. On a holiday, an employee designated to serve in a "standby" status will receive as compensation ten (10) hours pay.
- 14.2 Employees not on standby who are required to resolve an issue remotely will receive pay for 1 (one) hour at one and one-half (1 ½) their base rate of pay.

ARTICLE 15 -- SENIORITY

- 15.1 Definition: Seniority will be determined by an employee's length of continuous service with the Employer and posted in an appropriate location. Seniority rosters may be maintained by the Employer on the basis of time in the current position.
- 15.2 Probationary Employees: During the probationary period, an employee may be discharged at the sole discretion of the Employer.
- 15.3 Layoff: If the Employer should layoff any employee(s) at the City for any reason, the following conditions shall apply:

A. The Employer shall determine the position(s) in the classification, which are to be eliminated, provided, however, that all employees in temporary and part-time positions should be laid off before regular employees.

B. Seniority, as spelled out in Article 15.1 of the Agreement, shall govern the order in which employees are laid off and recalled. In the event that a layoff becomes necessary, the Employer shall layoff employees in inverse order of their seniority as full-time regular employees. The Employer shall give written notice to the employee to be laid off with a copy to the Union, at least fourteen (14) calendar days prior to the effective date of the layoff whenever practicable.

C. In the event a position of a higher class is eliminated and layoffs become necessary, employees may exercise their seniority as regular full time employees, to displace (bump) less senior employees of a lower class in which the employee is qualified.

15.4 Recall:

A. Employees shall be recalled in the order of their seniority to the highest employment conditions and wages that their seniority as regular full time employees would entitle them to receive.

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

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

15.5 Temporary Call Back:

A. Notwithstanding the provision of this Agreement covering a recall the Employer may call back laid off employees to perform available work that is of a temporary emergency nature.

B. The provisions of Section 15.4(A) above shall apply to all callbacks of an emergency nature.

C. The refusal by an employee to accept a temporary assignment, or the Employer's inability to contact an employee in any manner other than prescribed in section 15.4(8) above, shall not be considered a refusal to accept recall from layoff.

D. The Employer may, however report to the Minnesota Department of Jobs and Training the name of any employee that is unavailable for work or refuses to accept an assignment of short duration.

E. Time worked during a callback shall extend the employee's status on the call backlog referred to in Section 15.4(8) for a time equal to the duration of temporary employment.

- 15.6 During a period when any employee is laid off under Section 15.2 the Employer agrees that overtime will not be used to subvert the need for the laid off employee.
- 15.7 Vacancies: Job vacancies within the bargaining unit will be posted by the Employer in the department in a conspicuous place, for a period of seven (7) working days. An employee must apply for the position within the seven (7) working days after such notice is posted. An employee assigned to the posted job will be on probation for six (6) months, during which time the employee may be returned to their former position upon the request of the employee, without loss of seniority.
- 15.8 Transfers: Seniority will be the determining criteria for transfers within the bargaining unit when the job-relevant qualifications are equal. Employer has sole authority for promotions within unit.

ARTICLE 16 -- COMPENSATION

- 16.1 Rates of Pay: Employees covered by this Agreement shall be compensated in accordance with "Appendix A" attached hereto and made a part of this Agreement.
- 16.2 Meals: Employees will be reimbursed for meals according to current Personnel Policy. In the event an employee is eligible for meals and lodging reimbursement, such employee shall be compensated at the cost actually incurred providing such cost is reasonable. The employee is reminded to keep all receipts of expenditures so that questions do not arise as to the actual cost incurred by the employee. Reimbursements for meals will not be granted without receipts.
- 16.3 Career Development Program - The City of North Branch and Local 49 agree to work through the Labor Management Committee and its subcommittees to establish a career development plan to be implemented as soon as practicable.

ARTICLE 17 - PERSONAL TIME OFF (PTO)

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

- 17.1 Personal Time Off (PTO) is authorized absence from duty.

Regular full-time employees are eligible for PTO.

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

Full-Time Employee PTO Accrual Schedule

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

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

Benefit year for PTO is January 1st through December 31st. Full-time employees may carry over a maximum of four hundred (400) hours of PTO from benefit year to benefit year.

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

Any employee leaving the service of the City in good standing will be compensated 100% for PTO accrued to the day of separation. Such pay for accumulated PTO will be at the same rate as the hourly rate of the employee's base salary. PTO may not be used to extend an employee's actual termination date.

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

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

In the case of disability from a work-related disease or injury for which Worker's Compensation benefits are available, an employee may elect to use PTO to the extent necessary to increase their income to their net wage prior to the injury or onset of the disease

- 17.2 When scheduled to use PTO for vacation purpose or knowledge of extended leave, Seniority shall apply. Seniority shall take precedence up to March 1st of each year. After March 1st, PTO scheduling shall be on a first come, first serve basis. The supervisor has the right to limit the length of PTO, for non-health related issues, to insure proper staffing levels are maintained.

ARTICLE 18 -- LEAVES OF ABSENCE

- 18.1 Military Leave. Any military leave of absence shall be handled as provided by law.
- 18.2 Negotiating Committee. An employee elected to serve on the negotiating committee representing the bargaining unit members shall suffer no loss of pay if negotiations are held during the employee's on-duty hours. The employee shall not be eligible for overtime or straight time if meetings are held during the employee's off-duty hours. The negotiating committee will be limited to two (2) employees.
- 18.3 Jury Duty. Employees required to serve on jury duty will be compensated by the Employer for the difference between the employee's regular rate of pay and the amount paid for jury duty.
- 18.4 Parenting Leave. Unpaid parenting leave is available to employees pursuant to law.

ARTICLE 19-- FUNERAL LEAVE

Full-time employees will be granted twenty-four (24) hours paid leave (8 hours per day for 3 days) for the death of an immediate family member, which may be used to make arrangements for or attend funeral services or a memorial, or address financial or legal matters, and/or other purposes of required by law, that arise after the death of such immediate family member. Up to four (4) hours paid leave will be granted an employee for pallbearer, honorary pallbearer, or military services such as veteran's organizations.

ARTICLE 20 -- INSURANCE

- 20.1 The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. The cost of the insurance shall be paid 90% by the Employer, and 10% by the Employee, subject to a monthly maximum contribution by the Employer of \$1,260.00 for 2025; \$1,323.00 for 2026 and \$1,390.00 for 2027. Amounts in excess of this maximum contributions shall be paid by the Employee.
 - A. Includes elimination of single person monthly bonus.
 - B. This insurance package will be offered by the 49ers. No individual can opt into the City of North Branch insurance program.
 - C. The City will provide short-term disability coverage at its expense. The employee may purchase long term disability insurance at his or her sole discretion.
 - D. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the

Act and avoid any penalties, taxes or fines for the Employer.

- 20.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for life insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each full-time employee.
- 20.2 Effective Date. The health and medical and term life insurance shall be in effect the first day of the first full month of employment.

ARTICLE 21-- HOLIDAYS

- 21.1 Recognized Holidays. Holidays include the following:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

- 21.2 If the holiday falls on a scheduled workday the employee will be given the day off and receive eight (8) hours of holiday pay. Any employee who is required to work on a scheduled holiday will receive eight (8) hours holiday pay plus pay at one and one-half (1½) times the normal rate for all hours worked.
- 21.3 If the holiday falls on a scheduled day off the employee will be given a different day off within the same workweek immediately adjacent to the holiday with eight (8) hours of holiday pay. Any employee who is requested to work this day will receive eight (8) hours of holiday pay plus pay at one and one-half (1½) times the normal rate for all hours worked.

ARTICLE 22 -- UNIFORMS

- 22.1 The Employer agrees to supply and maintain work uniform pants, shirts and spring/fall jackets for bargaining unit members. The style will be determined by management in consultation with employee representatives through the Labor Management Committee.
- 22.2 Effective January 1, 2025 the Employer will provide up to Five Hundred Dollars (\$500.00) per year per employee for the purchase of work related clothing and safety shoes not provided in Section 22.1. A list of acceptable items will be

generated by the department director. Employer shall provide high visibility winter jackets for all employees on an as needed basis.

22.3 T-Shirts: The Employer agrees to purchase eight (8) t-shirts with the City logo upon hire for all full-time employees. Thereafter, employees will receive five (5) new t-shirts per year. Seasonal employees will be provided with five (5) t-shirts. Employees will be responsible for the laundering of their own t-shirts. The style and color will be determined by management in consultation with employee representatives through the Labor Management Committee.

22.4 Uniforms will have the City logo.

ARTICLE 23-- TUITION REIMBURSEMENT

The Employer will reimburse employees one hundred percent (100%) of the costs for tuition and books for courses pre-approved by the City Administrator based on available funding and job relatedness. The employee must receive a letter grade of "C" or better or "Pass" on a pass/fail grade system to qualify for tuition reimbursement. An employee must have completed the probationary period to be eligible for tuition reimbursement.

ARTICLE 24--WAIVER

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

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

ARTICLE 25 - DURATION

This Agreement shall be in effect from January 1, 2025 through December 31, 2027, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this Agreement. IN WITNESS THEREOF, the parties hereto have set their signatures.

THE CITY OF NORTH BRANCH

I.U.O.E., LOCAL No. 49

Kevin Schieber, Mayor

Business Manager

Matthew Hill, City Administrator

Date: _____

Area Business Representative

Steward: _____

Steward: _____

Date: _____

APPENDIX A – WAGES BY JOB CLASSIFICATION AND STEPS

2025			
Job Classification	Step 1	Step 2	Step 3
	Hourly		
Public Works Maintenance Laborer	\$32.62	\$36.70	\$40.78
Mechanic	\$35.05	\$38.94	\$42.84
Water Operator	\$35.05	\$38.94	\$42.84
Wastewater Operator	\$35.05	\$38.94	\$42.84
Lead Mechanic	\$35.77	\$40.24	\$44.71
Lead Water Operator	\$35.77	\$40.24	\$44.71
Lead Wastewater Operator	\$35.77	\$40.24	\$44.71
Public Works Manager	\$38.15	\$42.92	\$47.69
General Wage Increase	3.00%		
Market Adjustment	1.00%		

2026			
Job Classification	Step 1	Step 2	Step 3
	Hourly		
Public Works Maintenance Laborer	\$33.77	\$37.99	\$42.21
Mechanic	\$36.27	\$40.30	\$44.34
Water Operator	\$36.27	\$40.30	\$44.34
Wastewater Operator	\$36.27	\$40.30	\$44.34
Lead Mechanic	\$37.02	\$41.65	\$46.27
Lead Water Operator	\$37.02	\$41.65	\$46.27
Lead Wastewater Operator	\$37.02	\$41.65	\$46.27
Public Works Manager	\$39.49	\$44.42	\$49.36
General Wage Increase	3.50%		

APPENDIX A CONTINUED

2027			
Job Classification	Step 1	Step 2	Step 3
	Hourly		
Public Works Maintenance Laborer	\$34.86	\$39.22	\$43.58
Mechanic	\$37.45	\$41.61	\$45.78
Water Operator	\$37.45	\$41.61	\$45.78
Wastewater Operator	\$37.45	\$41.61	\$45.78
Lead Mechanic	\$38.22	\$43.00	\$47.78
Lead Water Operator	\$38.22	\$43.00	\$47.78
Lead Wastewater Operator	\$38.22	\$43.00	\$47.78
Public Works Manager	\$40.77	\$45.87	\$50.96

General Wage Increase	3.25%
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Additional Pay for License

License	Additional Pay per Hour
Class D Wastewater or Water License	\$0.25
Class C Wastewater or Water License	\$0.35
Class B Wastewater or Water License	\$0.45
Class A Wastewater or Water License	\$0.55
Bio-Solids License	\$0.30
Herbicide License	\$0.30
COLC Inspection License	\$0.30

APPENDIX B CENTRAL PENSION

The City of North Branch agrees to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (“Central Pension Fund”) in accordance with the terms of the Restated Agreement and Declaration Trust of the Central Pension, the Plan of Benefits, and this Memorandum of Understanding.

1. Minnesota Statute § 356.24, Subd. 1(10) expressly authorizes the Employer to contribute public funds to the Central Pension Fund as a supplemental pension plan for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for such coverage.
2. Sections 4.1 of the Restated Agreement and Declaration of Trust of the Central Pension Fund and 13.01 of the Plan of Benefits only permits Employer Contributions to the Fund.
3. The Parties agree that the agreed upon Employer contribution amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as a pre-tax Employer contribution. Contributions from the Employer will not be funded from any other source unless agreed upon by the parties.
4. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. The Employer shall remit this contribution directly to the Central Pension Fund at P.O. Box 418433 Boston, MA 02241-8433.
5. A contribution of \$2.40 per straight time hours compensated prevents annual Central Pension Fund contributions on behalf of eligible Employees from exceeding \$10,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statute, §356.24, Subd. 1(10) as amended.
6. For purposes of determining future wage rates, the Employer shall first restore the amount of the Employer Contribution, which is currently the CPF contribution rate of \$2.40 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the Central Pension Fund contribution rate.
7. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the Employer Contribution \$2.40 then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.
8. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the Central Pension Fund as being included in determining “salary” for the purposes of the public pension.
9. The parties agree to abide by the terms and conditions of the Restated Agreement and Declaration of Trust and the Plan of Benefits of the Central Pension Fund.
10. Effective January 1, 2025, the contribution rate equals \$2.40 per straight time hours compensated). Employer will contribute \$192.31 per employee each pay cycle not to exceed 26 pay cycles each year.
11. Members, by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and Employer will work together to implement member approved changes as soon as is practicable.

For the City of North Branch:

For IUOE Local 49:

Matthew Hill, City Administrator

Dated: _____

Cory Bergerson, Business Representative

Dated: _____

APPENDIX C

The purpose of this appendix is to examine seasonal work schedule opportunities that would benefit the employer and employee. The parties will seek opportunities to alter the summer work schedule. This may include four 10-hour days, or similar hour of day changes. It is the understanding of both parties that the City service and coverage will not be compromised. This examination will be done and agreed to on an annual basis.

APPENDIX D – COMMERCIAL DRIVER’S LICENSE

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Driver’s License (CDL) rules and the pending changes to those rules.

The following conditions will apply to no more than one (1) Public Works employee in the Local 49 Bargaining Unit at any given time, regardless of seniority.

- A. If an employee temporarily loses his/her driver’s license and CDL, the employer will accommodate the employee by assigning him/her to duties that do not require a driver’s license/CDL, not to exceed twelve (12) months during the employee’s tenure with the City, and not to exceed one (1) revocation as a result of driving violations.**
- B. If the temporary loss of a driver’s license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a City referred Substance Abuse Professional (SAP). Proof of compliance with the SAP recommendations will be provided to the Employer. If at anytime the SAP provides information that the employee is/has not complied with the plan as set forth by the SAP, the employee can be terminated.**
- C. The application of this agreement will begin for an individual as of the date of his/her license revocation regardless of procedures contesting the revocation.**
- D. This Memorandum of Understanding applies to driving violations outside the workplace.**
- E. This Memorandum of Understanding does not include positive test results from the Department of Transportation’s required random testing.**
- F. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee’s driver’s license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.**

This Memorandum will remain in effect from January 1, 2025, through December 31, 2027.

For the City of North Branch:

For IUOE, Local 49:

Matthew Hill, City Administrator

Cory Bergerson, ABR

Dated _____ Dated _____

**City of North Branch
RESOLUTION NO. R-157-2025**

**APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF NORTH
BRANCH AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
NO. 49**

WHEREAS, International Union of Operating Engineers, Local No. 49 (“Union”) is the exclusive representative for certain City of North Branch (“City”) employees;

WHEREAS, the parties are parties to a labor agreement for January 1, 2025 through December 31, 2027 (“Labor Agreement”);

WHEREAS, the parties met and negotiated over changes to the Lead Generation Operator assignment pay;

WHEREAS, the parties reached a tentative agreement on implementing certain components of such changes through a memorandum of agreement (“MOA”); and

WHEREAS, The City must execute the MOA and implement it in the form of a resolution under Minnesota Statutes, section 179A.20, subdivisions 1 and 5.

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

1. The MOA between the City and Union is approved.
2. The City’s management shall execute the MOA.
3. The City shall implement the MOA.

PASSED by the City’s City Council on this ____ day of _____, _____.

ATTEST

Kevin Schieber, Mayor

Matthew Hill, City Administrator

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between City of North Branch, Minnesota (“Employer”) and International Union of Operating Engineers, Local No. 49 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit (“Bargaining Unit Employees”);

WHEREAS, Employer and Union are parties to a labor agreement for January 1, 2025 through December 31, 2027;

WHEREAS, the parties agree to freeze the Lead Generation Operator assignment pay for the duration of this agreement; and

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Lead Generation Operator Assignment Pay

For 2025, 2026, and 2026, effective January 1, the pay for the assignment of Lead Generation Operator is \$45.89 per hour.

Article 2. Entire Agreement

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

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOA.

Article 4. Limitations

This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice, waiver, or otherwise place any prohibition or limitation on any management right of the Employer or any actions it can take unilaterally without meeting, negotiating, or agreement with the Union, including establishing, modifying, or eliminating the underlying directive. The Employer expressly reserves the right to exercise all of its management rights or any other action it can take unilaterally without limitation. The MOA is not subject to the grievance procedure in the underlying labor agreement between the parties.

Article 5. Amendment or Modification

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

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOA is effective on the latest date affixed to the signatures below.

Article 8. Expiration

This MOA expires and is no longer in force or effect, effective December 31, 2027.

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

FOR THE CITY OF NORTH BRANCH

INTERNATIONAL UNIT OF OPERATING
ENGINEERS NO. 49

BY _____
Mayor

BY _____

BY _____
City Administrator

BY _____

DATE _____

BY _____

DATE _____

**CITY OF NORTH BRANCH
RESOLUTION NO. R-158-2025**

**APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF NORTH
BRANCH AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
NO. 49**

WHEREAS, International Union of Operating Engineers, Local No. 49 (“Union”) is the exclusive representative for certain City of North Branch (“City”) employees;

WHEREAS, the parties are parties to a labor agreement for January 1, 2025 through December 31, 2027 (“Labor Agreement”);

WHEREAS, the parties met and negotiated over changes to overtime and compensatory time;

WHEREAS, the parties reached a tentative agreement on implementing certain components of such changes through a memorandum of agreement (“MOA”); and

WHEREAS, The City must execute the MOA and implement it in the form of a resolution under Minnesota Statutes, section 179A.20, subdivisions 1 and 5.

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

1. The MOA between the City and Union is approved.
2. The City’s management shall execute the MOA.
3. The City shall implement the MOA.

PASSED by the City’s City Council on this ____ day of _____, _____.

ATTEST

Kevin Schieber, Mayor

Matthew Hill, City Administrator

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between City of North Branch, Minnesota (“Employer”) and International Union of Operating Engineers, Local No. 49 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit (“Bargaining Unit Employees”);

WHEREAS, Employer and Union are parties to a labor agreement for January 1, 2025 through December 31, 2027;

WHEREAS, Employer will suspend Article 12.4 of the labor agreement for one (1) year; and

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Overtime and Compensatory Time

Section 1.01. For a period one year, January 1, 2025, through December 31, 2025, Article 12.4 of the Labor Agreement is suspended.

Section 1.02. For a period one year, January 1, 2025, through December 31, 2025, the following shall apply:

Employees may accumulate up to eighty (80) hours of compensatory time in a year. Employees may elect to receive compensatory time in lieu of overtime, generally subject to department-director approval. For an initial amount of forty (40) hours over the period of a year, an employee may elect to receive compensatory time in lieu of overtime at their discretion. All compensatory time in excess of an initial forty (40) hours in a year, up to a maximum accumulation of eighty (80) hours is generally subject to department-director approval to receive compensatory time in lieu of overtime. An employee may elect to be provided compensatory time in lieu of overtime until such employee has accumulated and/or used up forty (40) hours in a year.

Section 1.03. The parties agree to meet and discuss whether to extend the duration of this MOA prior to its expiration.

Article 2. Entire Agreement

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

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOA.

Article 4. Limitations

This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice, waiver, or otherwise place any prohibition or limitation on any management right of the Employer or any actions it can take unilaterally without meeting, negotiating, or agreement with the Union, including establishing, modifying, or eliminating the underlying directive. The Employer expressly reserves the right to exercise all of its management rights or any other action it can take unilaterally without limitation. The MOA is not subject to the grievance procedure in the underlying labor agreement between the parties.

Article 5. Amendment or Modification

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

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOA is effective on the latest date affixed to the signatures below.

Article 8. Expiration

This MOA expires and is no longer in force or effect, effective December 31, 2025.

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

FOR THE CITY OF NORTH BRANCH

INTERNATIONAL UNION OF
OPERATING ENGINEERS NO. 49

BY _____
Mayor

BY _____

BY _____
City Administrator

BY _____

DATE _____

BY _____

DATE _____



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 02/13/2025

Board & Commission: City Council

Subject: Establishment of an Unmanned Aerial Vehicle (Drone) Program

Overview/Background

The police department is looking for city council support regarding the establishment of an unmanned aerial vehicle (drone) program. Similar to our body-worn camera project, Minnesota law requires that prior to purchasing or using drones, law enforcement agencies receive public comment by mail and email and allow for public comment at a regularly scheduled city council meeting. If there is consensus among the city council to move forward with a drone program, we would post information about the program, including the attached draft policy, on the city's website/social media sites and encourage residents to provide comments, concerns, feedback, and suggestions. I would also request that a public hearing regarding the program be scheduled at an upcoming regular city council meeting.

Other Pertinent Information

According to the MN Commissioner of Public Safety's 2023 annual report published in June of 2024, there are a total of 99 MN law enforcement agencies utilizing drones within their day-to-day operations. Drones have proven to be an effective law enforcement tool for search and rescue, disaster assessment, crime scene investigations, situational awareness, and tactical calls. The Chisago County Sheriff's Office has had a drone team for several years and has assisted the North Branch Police Department on numerous occasions.

Due to privacy issues and concerns, law enforcement cannot intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy. MN state statutes have limited the use of drones for law enforcement, absent a search warrant, to specific circumstances (MN State Statute 626.19):

- during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person;
- over a public event where there is a heightened risk to the safety or participants or bystanders;
- to counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk;

- to prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters;
- to conduct a threat assessment in anticipation of a specific event;
- to collect information from a public area if there is reasonable suspicion of criminal activity;
- to collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road;
- over a public area for officer training or public relations purposes; and
- for purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and the proposed period of use.

In addition, law enforcement agencies utilizing drones must comply with all Federal Aviation Administration (FAA) requirements and guidelines and cannot equip a drone with weapons, use facial recognition or biometric-matching technology (without a warrant), or collect data on public protests or demonstrations (without a warrant). Law Enforcement Agencies must also file a yearly report with the MN Commissioner of Public Safety.

One of our officers, Officer Duane Southworth, is currently a certified drone pilot through the FAA. The approximate initial cost for obtaining a drone pilot certification is about \$200 and pilots are required to complete a free recertification course every two years. The cost of drones varies significantly depending on the size and capability of the drone, but smaller drones that many law enforcement agencies utilize cost around \$1500. If the city council chooses to move forward, we would look into grant and funding opportunities for the purchase of drones and for maintaining the program.

Requested Action:

To approve staff to move forward with the establishment of a drone program and to set a public hearing at a regular city council meeting on or after March 25, 2025. This would allow us enough time to collect comments and feedback from North Branch residents.

Voting Requirements:

Voting Options Simple Majority

NORTH BRANCH POLICE DEPARTMENT

GENERAL ORDER: 144.0

EFFECTIVE:

SUBJECT: **UNMANNED AERIAL SYSTEM (UAS) OPERATIONS
POLICY - MN STAT 626.19**

144.1 **PURPOSE AND SCOPE**

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS.

144.2 **DEFINITIONS**

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether pre programmed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means.

144.3 **POLICY**

A UAS may be utilized to enhance the agency's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

144.4 **PRIVACY**

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to

avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

144.5

PROGRAM COORDINATOR

The CLEO will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for office operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and office-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocols for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of UAS shall require written authorization of the CLEO or the authorized designee, depending on the type of mission.
- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
- Developing protocols for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing operational protocols governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.

- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the CLEO.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.
- Preparing and submitting the required annual report to the Commissioner of Public Safety.
- Reviewing the program and UAS use for compliance with Minn. Stat. 626.19

144.6

USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order, or when exigent circumstances exists. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted consistent with FAA regulations.

Members shall not use a UAS without a search warrant, except:

- During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- Over a public event where there is a heightened risk to the safety of participants or bystanders.
- To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- To conduct a threat assessment in anticipation of a specific event.
- To collect information from a public area if there is reasonable suspicion of criminal activity.
- To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- Over a public area for law enforcement or public relations purposes.
- For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

DOCUMENTATION REQUIRED

Each use of a UAS should be properly documented by providing the following:

- A unique case number
- A factual basis for the use of a UAS
- The applicable exception, unless a warrant was obtained

144.7

PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- The UAS shall not be weaponized.

- Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric- matching technology.
- Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations.

144.8

RETENTION OF UAS DATA

Data collected by the UAS shall be retained as provided in the established records retention schedule.

626.19 USE OF UNMANNED AERIAL VEHICLES.

Subdivision 1. **Application; definitions.** (a) This section applies to unmanned aerial vehicle data collected, created, or maintained by a law enforcement agency and to law enforcement agencies that maintain, use, or plan to use an unmanned aerial vehicle in investigations, training, or in response to emergencies, incidents, and requests for service. Unmanned aerial vehicle data collected, created, or maintained by a government entity is classified under chapter 13.

(b) For purposes of this section, the following terms have the meanings given:

(1) "government entity" has the meaning given in section 13.02, subdivision 7a, except that it does not include a law enforcement agency;

(2) "law enforcement agency" has the meaning given in section 626.84, subdivision 1;

(3) "unmanned aerial vehicle" or "UAV" means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft; and

(4) "terrorist attack" means a crime that furthers terrorism as defined in section 609.714, subdivision 1.

Subd. 2. **Use of unmanned aerial vehicles limited.** Except as provided in subdivision 3, a law enforcement agency must not use a UAV without a search warrant issued under this chapter.

Subd. 3. **Authorized use.** A law enforcement agency may use a UAV:

(1) during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person;

(2) over a public event where there is a heightened risk to the safety of participants or bystanders;

(3) to counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk;

(4) to prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters;

(5) to conduct a threat assessment in anticipation of a specific event;

(6) to collect information from a public area if there is reasonable suspicion of criminal activity;

(7) to collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road;

(8) over a public area for officer training or public relations purposes; and

(9) for purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use.

Subd. 4. **Limitations on use.** (a) A law enforcement agency using a UAV must comply with all Federal Aviation Administration requirements and guidelines.

(b) A law enforcement agency must not deploy a UAV with facial recognition or other biometric-matching technology unless expressly authorized by a warrant.

(c) A law enforcement agency must not equip a UAV with weapons.

(d) A law enforcement agency must not use a UAV to collect data on public protests or demonstrations unless expressly authorized by a warrant or an exception applies under subdivision 3.

Subd. 5. Documentation required. A law enforcement agency must document each use of a UAV, connect each deployment to a unique case number, provide a factual basis for the use of a UAV, and identify the applicable exception under subdivision 3 unless a warrant was obtained.

Subd. 6. Data classification; retention. (a) Data collected by a UAV are private data on individuals or nonpublic data, subject to the following:

(1) if the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy;

(2) UAV data may be disclosed as necessary in an emergency situation under subdivision 3, clause (1);

(3) UAV data may be disclosed to the government entity making a request for UAV use under subdivision 3, clause (9);

(4) UAV data that are criminal investigative data are governed by section 13.82, subdivision 7; and

(5) UAV data that are not public data under other provisions of chapter 13 retain that classification.

(b) Section 13.04, subdivision 2, does not apply to data collected by a UAV.

(c) Notwithstanding section 138.17, a law enforcement agency must delete data collected by a UAV as soon as possible, and in no event later than seven days after collection unless the data is part of an active criminal investigation.

Subd. 7. Evidence. Information obtained or collected by a law enforcement agency in violation of this section is not admissible as evidence in a criminal, administrative, or civil proceeding against the data subject.

Subd. 8. Remedies. In addition to any other remedies provided by law, including remedies available under chapter 13, an aggrieved party may bring a civil action against a law enforcement agency to prevent or remedy a violation of this section.

Subd. 9. Public comment. A law enforcement agency must provide an opportunity for public comment before it purchases or uses a UAV. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

Subd. 10. Written policies and procedures required. Prior to the operation of a UAV, the chief officer of every state and local law enforcement agency that uses or proposes to use a UAV must establish and enforce a written policy governing its use, including requests for use from government entities. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as described in subdivision 9. The written policy must be posted on the agency's website, if the agency has a website.

Subd. 11. Notice; disclosure of warrant. (a) Within a reasonable time but not later than 90 days after the court unseals a warrant under this subdivision, the issuing or denying judge shall cause to be served on the persons named in the warrant and the application an inventory that shall include notice of:

(1) the issuance of the warrant or application;

(2) the date of issuance and the period of authorized, approved, or disapproved collection of information, or the denial of the application; and

(3) whether information was or was not collected during the period.

(b) A warrant authorizing collection of information with a UAV must direct that:

(1) the warrant be sealed for a period of 90 days or until the objective of the warrant has been accomplished, whichever is shorter; and

(2) the warrant be filed with the court administrator within ten days of the expiration of the warrant.

(c) The prosecutor may request that the warrant, supporting affidavits, and any order granting the request not be filed. An order must be issued granting the request in whole or in part if, from affidavits, sworn testimony, or other evidence, the court finds reasonable grounds exist to believe that filing the warrant may cause the search or a related search to be unsuccessful, create a substantial risk of injury to an innocent person, or severely hamper an ongoing investigation.

(d) The warrant must direct that, following the commencement of any criminal proceeding using evidence obtained in or as a result of the search, the supporting application or affidavit must be filed either immediately or at any other time as the court directs. Until the filing, the documents and materials ordered withheld from filing must be retained by the judge or the judge's designee.

Subd. 12. Reporting. (a) By January 15 of each year, each law enforcement agency that maintains or uses a UAV shall report to the commissioner of public safety the following information for the preceding calendar year:

(1) the number of times a UAV was deployed without a search warrant issued under this chapter, identifying the date of deployment and the authorized use of the UAV under subdivision 3; and

(2) the total cost of the agency's UAV program.

(b) By June 15 of each year, the commissioner of public safety shall compile the reports submitted to the commissioner under paragraph (a), organize the reports by law enforcement agency, submit the compiled report to the chairs and ranking minority members of the senate and house of representatives committees having jurisdiction over data practices and public safety, and make the compiled report public on the department's website.

(c) By January 15 of each year, a judge who has issued or denied approval of a warrant under this section that expired during the preceding year shall report to the state court administrator:

(1) that a warrant or extension was applied for;

(2) the type of warrant or extension applied for;

(3) whether the warrant or extension was granted as applied for, modified, or denied;

(4) the period of UAV use authorized by the warrant and the number and duration of any extensions of the warrant;

(5) the offense specified in the warrant or application or extension of a warrant; and

(6) the identity of the law enforcement agency making the application and the person authorizing the application.

(d) By June 15 of each year, the state court administrator shall submit to the chairs and ranking minority members of the senate and house of representatives committees or divisions having jurisdiction over data practices and public safety and post on the supreme court's website a full and complete report concerning the number of applications for warrants authorizing or approving use of UAVs or disclosure of information from the use of UAVs under this section and the number of warrants and extensions granted or denied under this section during the preceding calendar year. The report must include a summary and analysis of the data required to be filed with the state court administrator under paragraph (c).

History: 2020 c 82 s 5



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 02/20/2025

Board & Commission: City Council

Subject: December 2024 Unaudited Finance Update

Background:

This financial update is being provided for informational purposes only. During the audit process, these numbers could potentially change. These reports are providing documentation of the General Fund and the Enterprise Funds. The Finance Department is still working through the information provided during the year and reconciling the accounts.

The Water and Generation Funds have been fully converted to the City software. This is advantageous in that we are no longer trying to run two different systems to produce the financial information.

As we review the financial information, please keep in mind that these are un-audited numbers. A full audit will be done and submitted to the State by June 30, 2025. The intention is to bring this to the City Council the first Council Meeting in June for approval.

Voting Requirements:

City of North Branch

2024 Unaudited Update

General Fund

	12/31/2024 Actual	12/31/2023 Actual	Current vs Prior Inc/(Dec)		Unaudited 2024	2024 Budget
Revenues:						
Taxes	\$ 5,419,326	\$ 4,578,380	\$ 840,946		\$ 5,419,326	\$ 5,506,000
Licenses & Permits	437,888	408,798	29,090		437,888	336,500
Intergovernmental	1,676,625	1,906,606	(229,981)	1	1,676,625	1,985,598
Charges for Services	122,078	82,854	39,224		122,078	78,300
Fines & Forfeits	24,796	17,669	7,127		24,796	17,000
Other Revenue	235,450	335,440	(99,990)	2	235,450	134,900
Other Financing Sources	121,800	602,949	(481,149)	3	121,800	121,800
Total Revenues	<u>\$ 8,037,963</u>	<u>\$ 7,932,696</u>	<u>\$ 105,267</u>		<u>\$ 8,037,963</u>	<u>\$ 8,180,098</u>

	12/31/2024 Actual	12/31/2023 Actual	Current vs Prior Inc/(Dec)		Unaudited 2024	2024 Budget
Expenditures:						
City Council	\$ 41,085	\$ 28,472	\$ 12,613		41,085	\$ 34,719
City Administrator	100,699	275,380	(174,681)	A	100,699	189,173
City Clerk	165,790	146,813	18,977	B	165,790	138,532
Elections	15,173	-	15,173		15,173	18,000
Finance	331,849	409,420	(77,571)		331,849	344,960
City Attorney	154,016	119,782	34,234		154,016	50,000
City Engineer	41,079	(1,845)	42,924		41,079	40,000
Legislative	30,000	35,110	(5,110)		30,000	30,000
Planning & Zoning	197,285	185,290	11,995		197,285	205,143
City Facilities	203,757	252,870	(49,113)	C	203,757	259,345
Police	2,849,633	2,759,337	90,296		2,849,633	2,855,535
Fire	528,629	469,888	58,741	D	528,629	692,859
Building Inspection	347,655	364,814	(17,159)	E	347,655	372,311
Civil Defense	58,992	7,196	51,796		58,992	62,405
Animal Control	4,550	3,850	700		4,550	4,425
Street Lights	54,577	69,075	(14,498)	F	54,577	33,000
Public Works	1,905,610	1,752,904	152,706		1,905,610	1,932,703
Parks	306,197	305,654	543		306,197	438,347
Library	76,086	85,360	(9,274)		76,086	95,192
Non-Dept Exps	723,715	64,501	659,214	G	723,715	647,200
Total Expenditures	<u>\$ 8,136,377</u>	<u>\$ 7,333,871</u>	<u>\$ 802,506</u>		<u>\$ 8,136,377</u>	<u>\$ 8,443,849</u>
Net Postion						
increase/(decrease)	<u>\$ (98,414)</u>	<u>\$ 598,825</u>	<u>\$ (697,239)</u>		<u>\$ (98,414)</u>	<u>\$ (263,751)</u>

Sewer Fund (602)

	12/31/2024	12/31/2023	Current vs Prior		Unaudited	2024
	Actual	Actual	Inc/(Dec)		2024	Budget
Revenues:						
Charges for Services	\$ 576,894	\$ 323,365	\$ 253,529	H	576,894	\$ 300,000
Utility Charges	1,855,454	1,792,232	63,222		1,855,454	1,819,500
Other Revenue	91,957	95,428	(3,471)		91,957	1,000
Other Financing Sources	332,736	928,406	(595,670)	I	332,736	-
Total Revenues	\$ 2,857,041	\$ 3,139,431	\$ (282,390)		\$ 2,857,041	\$ 2,120,500
Expenditures:						
Sanitary Sewer	\$ 1,772,677	\$ 1,599,393	173,284	J	1,772,677	\$ 1,679,045
Total Expenditures	\$ 1,772,677	\$ 1,599,393	\$ 173,284		\$ 1,772,677	\$ 1,679,045
Net Postion						
increase/(decrease)	\$ 1,084,364	\$ 1,540,038	\$ (455,674)		\$ 1,084,364	\$ 441,455

Liquor Store Fund (609)

	12/31/2024	12/31/2023	Current vs Prior		Unaudited	2024
	Actual	Actual	Inc/(Dec)		2024	Budget
Revenues:						
Liquor Store - East	\$ 2,920,222	\$ 2,831,037	89,185		2,920,222	\$ 2,801,127
Liquor Store - West	1,191,299	1,172,409	18,890		1,191,299	1,184,193
Cost of Liquor Sold - East	(2,133,544)	(2,126,978)	(6,566)		(2,133,544)	(2,113,360)
Cost of Liquor Sold - West	(843,828)	(809,307)	(34,521)		(843,828)	(796,228)
Other Revenue	6,082	6,716	(634)		6,082	8,332
Total Revenues	\$ 1,140,231	\$ 1,073,877	\$ 66,353		\$ 1,140,231	\$ 1,084,064
Operating Expenses:						
Liquor Store - East	\$ 565,233	\$ 617,973	(52,740)		565,233	\$ 654,141
Liquor Store - West	399,781	375,466	24,315		399,781	323,705
Other Expenditures	80,000	100,000	(20,000)		80,000	80,000
Total Operating Expenses	\$ 1,045,014	\$ 1,093,439	\$ (48,425)		\$ 1,045,014	\$ 1,057,846
Net Postion						
increase/(decrease)	\$ 95,217	\$ (19,562)	\$ 114,778		\$ 95,217	\$ 26,218

Stormwater Fund (612)

	12/31/2024 Actual	12/31/2023 Actual	Current vs Prior Inc/(Dec)	Unaudited 2024	2024 Budget
Revenues:					
Utility Charges	\$ 457,576	\$ 487,447	(29,871)	457,576	\$ 451,000
Other Revenue	34,006	156,942	(122,936)	34,006	300
Other Financing Sources	228,210	1,079,898	1,079,898	228,210	-
Total Revenues	\$ 719,792	\$ 1,724,287	\$ 927,091	\$ 719,792	\$ 451,300
Expenditures:					
Storm Sewer	\$ 637,379	\$ 757,742	(120,363)	637,379	\$ 677,478
Total Expenditures	\$ 637,379	\$ 757,742	\$ (120,363)	\$ 637,379	\$ 677,478
Net Postion increase/(decrease)	\$ 82,413	\$ 966,545	\$ 1,047,454	\$ 82,413	\$ (226,178)

Water Fund (615)

	12/31/2024 Actual	12/31/2023 Actual	Current vs Prior Inc/(Dec)	Unaudited 2024	2024 Budget
Revenues:					
Charges for Services	\$ 2,026,080	\$ 2,602,167	\$ (576,087)	2,026,080	\$ 1,730,000
Water Charges	657,425	531,907	125,518	657,425	531,000
Other Revenue	170,864	213,349	(42,485)	170,864	57,000
Other Financing Sources	473,215	18,000	18,000	473,215	-
Total Revenues	\$ 3,327,584	\$ 3,365,423	\$ (475,054)	\$ 3,327,584	\$ 2,318,000
Expenditures:					
Water	\$ 3,925,195	\$ 171,651	3,753,544	3,925,195	\$ 4,397,677
Total Expenditures	\$ 3,925,195	\$ 171,651	\$ 3,753,544	\$ 3,925,195	\$ 4,397,677
Net Postion increase/(decrease)	\$ (597,611)	\$ 3,193,772	\$ (4,228,598)	\$ (597,611)	\$ (2,079,677)

Generation Fund (620)

	12/31/2024 Actual	12/31/2023 Actual	Current vs Prior Inc/(Dec)	Unaudited 2024	2024 Budget
Revenues:					
Charges for Services	\$ -	\$ 529,303	\$ (529,303)	-	\$ -
Utility Charges	361,415	515,771	(154,356)	361,415	-
Other Revenue	279,015	188,715	90,300	279,015	416,000
Total Revenues	\$ 640,430	\$ 1,233,789	\$ (593,359)	\$ 640,430	\$ 416,000
Expenditures:					
Generation	\$ 163,092	\$ 113,129	49,963	163,092	\$ 412,643
Total Expenditures	\$ 163,092	\$ 113,129	\$ 49,963	\$ 163,092	\$ 412,643
Net Postion increase/(decrease)	\$ 477,338	\$ 1,120,660	\$ (643,322)	\$ 477,338	\$ 3,357

Monthly Report for Liquor Store - Council Report

December 2024 - Unaudited

Percent of Year: 100%

Sales by Month and Year-to-Date

Month	Sales 2024	3 Year Avg Sales	2023 Sales	2022 Sales	2021 Sales
January	\$ 249,337	\$ 273,051	\$ 260,897	\$ 264,251	\$ 294,006
February	260,707	261,547	258,041	260,393	266,208
March	295,583	287,247	287,155	270,023	304,564
April	288,819	304,213	294,590	290,810	327,239
May	359,929	355,446	359,963	340,284	366,090
June	356,157	374,369	396,748	356,222	370,136
July	387,761	392,975	384,900	387,670	406,355
August	416,855	350,554	373,947	340,390	337,323
September	367,288	345,602	364,982	342,075	329,748
October	348,507	315,011	320,361	292,066	332,607
November	360,918	307,724	314,976	297,905	310,290
December	425,741	385,837	386,886	394,885	375,740
Total	\$ 4,117,602	\$ 3,953,575	\$ 4,003,446	\$ 3,836,975	\$ 4,020,305

YTD Sales compared to 3 Year Avg	\$ 164,027
YTD Sales compared to 2023 Sales	\$ 114,156

YTD Sales compared to 3 Year Avg	104.15%
YTD Sales compared to 2023 Sales	102.85%

Gross Margin

	2024 Annual Budget	Actual 2024 YTD	Actual East	Actual West
Sales	\$ 3,985,320	\$ 4,110,689	\$ 2,919,461	\$ 1,191,228
Cost of Sales	2,909,588	2,977,372	2,133,544	843,828
Gross Margin	\$ 1,075,732	\$ 1,133,317	\$ 785,917	\$ 347,400
	27%	28%	27%	29%

Gross Margin by Category - Budget vs Actual

Liquor	\$ 421,492	\$ 477,288	\$ 344,409	\$ 132,879
Beer	471,415	471,060	322,608	148,452
Wine	139,135	141,619	82,520	59,099
Non-Alcoholic	43,379	32,100	28,020	4,080
THC	-	11,250	8,360	2,890
Other	311	-	-	-
	\$ 1,075,732	\$ 1,133,317	\$ 785,917	\$ 347,400

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