

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, AUGUST 16, 2022 – 5:00 P.M.
CITY HALL



- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Public Comment**

- E. Committee Meeting Items**
 - 1. Agenda Request (*Amy and Richard Tschida*)
 - 2. Agenda Request- Tipicos Latinos Restaurant- (*Rina Carranza*)
 - 3. Liquor Updates
 - 4. 3rd Party Payment Service Company Discussion
 - 5. City Hive Online Sales
 - 6. Consideration of Draft Interim Ordinance Imposing a Moratorium on the Sale of Certain Cannabis Products
 - 7. Legacy Pines Tree Requirements Discussion

- F. Adjournment**



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Jaden Strand, City Clerk
Date: August 16, 2022
Subject: Agenda Request- Water Disconnect- Fees Attached to Bill

Background:

An agenda request form has been received by Amy and Richard Tschida in regards to their water bill and its disconnection. Staff's understanding of the requester is that they are requesting to have some of their water bill usage and fees removed due to a water heater leak and to enter into a payment plan for water used, not including the estimated water metered from the leak.

The first leak notice was posted to their door during the billing month of September, 2021 due to gallons being used for 24 hours continuously. The door was posted monthly as having a potential leak through July, 2022. It cannot be determined with certainty how many gallons were actually used by the resident and how many gallons were from the potential leak.

The current charges on the account owed is \$2,574.33.

Here is a summary of charges yet to be added to the account due to taking water without authority:

	Charge
Two more turn off charges due to water being turned on without authority	\$100.00
Meter reading history to determine usage	\$50.00
Public Works Time @ \$50/ hr per fee schedule for two technicians	\$200.00
The cost of curbstop repair due to tampering with the shut off valve	TBD



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item **not on the agenda**, please complete this form and return it to the office of the City Clerk at City Hall. **All applicable areas must be completed or the form will not be accepted.** Your completed request will be presented at the next Committee of a Whole meeting.

1. Name (please print): Amy & Richard Tschida

Organization (Required if Applicable): _____

2. Address (please print): _____

3. Telephone No.: _____

4. Agenda item subject: Water Disconnect - Fees Attached to

Bill - A plan to get water on and fees looked at.
Consider the hardship we have had - where state all accounts freeze
also in making people to work - disabled. Thank you.

5. Action requested: To get someone forward on and a payment plan
or decided fees - to only pay for water used.

6. Reasons for requested action: We are in a hardship time - I'm medically
unable to work - I have a water heater - leaks - took time to get money to
buy new one - Now water is off and fees are too much - can pay for gallon
used - Extra is too much, please have steps forwardly - Act's. looked forward to
see at once.

7. Signature (Required): Amy Tschida

CITY USE ONLY: Richard Tschida Sr.

Date/Time Received: 7/27/2022 1:13 am/pm

Received by: Jaden Strand

IF there is any way or plan for us to pay for bills we
And on meeting discuss fees. 21



MEMORANDUM

TO: Committee of the Whole

FROM: Ryan Saltis, Community Development Specialist

DATE: August 16, 2022

SUBJECT: Agenda Request- Tipicos Latinos Restaurant

The applicant, Rina Carranza is requesting discussion regarding parking and operating a mobile food unit behind their tenant space within the Little North Boutique located at 291 5th Ave NE, Ste 5.

The Little North Boutique is in the process of constructing a building at 291 5th Ave NE. This building will have tenant spaces on the east side of the building. One of the building's future tenants, Tipicos Latinos, would like to operate a food truck (Mobile Food Unit) in the rear of the building for temporary operations of cooking food while the inside kitchen is being constructed. The applicants plan to use the inside of the tenant space for a dining area where customers would also order their food. Employees would transport food from the mobile food unit to inside the building through the rear door and serve to patrons. In order to have an operating dining area where food is served, a temporary Certificate of Occupancy would need to be issued by the City's Building Official. This would include having restrooms completed for occupants to use. By having the food truck, it would allow the restaurant to open sooner due to delays in permitting and kitchen supplies.

The food truck will need to have a license with the Minnesota Department of Health in order to Operate and inspected by the Fire Chief and Building Official. The food truck's electricity is proposed to be hooked up to the building and will need a signed agreement from the property owner and approval from the City's Electrical Inspector. The food truck will be parked on a paved surface in the rear of the building and will not cause obstruction of traffic. The mobile food unit will not operate within 150 ft of a food service building and is not expected to constitute a public nuisance. According to the applicants, the food truck may be parked for over the allowed 6-month period depending on the availability of kitchen parts to install. This should be in discussion, whether to allow the food truck to be parked in the same place for an extended period. The food truck is proposed to be parked on the south side of the building on the service drive that circulates one way traffic from east to west. Site Plans for the Little North Boutique

display a 20 ft service drive with another 5 ft of walkable space along the south perimeter of the building. Twenty-five feet separate the rear of the building and the curb on the south of the site

TABLE 9: Parking Lot and Parking Stall Dimensions

Angle of Parking	Stall Width	Curb Length Per Car	Stall Length	Aisle Width One Way	Aisle Width Two Way
90 degrees	9 feet	9 feet	19 feet	26 feet	26 feet
75 degrees	9 feet	9 feet	20 feet	23 feet	24 feet
60 degrees	9 feet	10 feet	22 feet	18 feet	24 feet
45 degrees	9 feet	12 feet	25 feet	13 feet	24 feet
0 degrees	9 feet	22 feet	19 feet	12 feet	24 feet

Analysis of Application: Mobile Food Units shall comply with the following requirements set in Section 245-10 of the City Code:

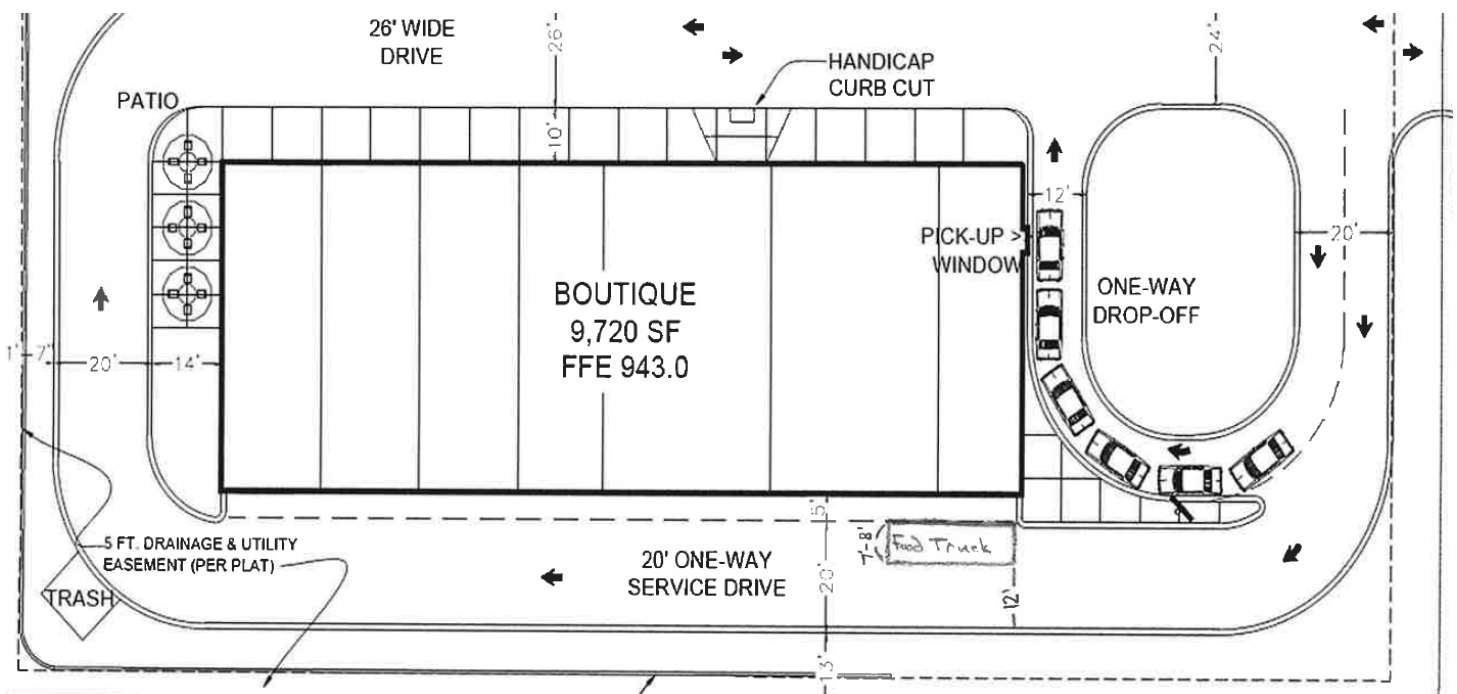
§ 245-10 Mobile food units.

- A.** State license. Mobile food units shall hold a valid license from the State of Minnesota Department of Health or Department of Agriculture. A license is valid for one vehicle or stand. Any conditions of the State Health Department shall be incorporated into the license issued under this section. A copy of the license shall be submitted to the City.
- B.** Insurance. A certificate of insurance evidencing the following forms of insurance shall be submitted to the City:
- (1)** Commercial general liability insurance, including products and completed operations coverage, with a limit not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate.
 - (2)** Automobile liability insurance with a limit not less than \$1,000,000 combined single limit.
 - (3)** The City of Isanti shall be named as an additional insured and provided with a certificate of insurance.
 - (4)** A signed statement that the licensee shall defend and indemnify the City, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
- C.** Duration of sales and unit standards. A license shall be valid for one year. The license is valid for one vehicle or stand only. The mobile food unit can operate in the same location for a time period not to exceed six months. The unit, stand or vehicle must not have rust, peeling paint, dents and must be maintained in a professional manner. The vehicle or stand must be approved for aesthetics by the city. The license must be displayed in plain view on the vehicle/stand.

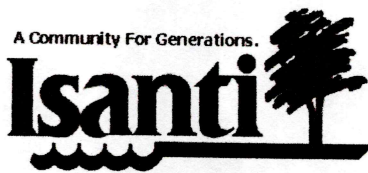
- D.** Overnight storage. No overnight storage of a mobile food truck on City property, including public rights-of-way, shall be permitted.
- E.** Signs. No mobile food unit shall use exterior signage (unless issued a temporary sign permit), flags, feathers, banners, bollards, or any other equipment not contained on or within the vehicle or stand.
- F.** Noise and lighting. No shouting, blowing a horn, ringing a bell, or use of any sound devices upon any streets, alleys, parks, or other public places of the City or upon any private premises in the City shall be permitted. No vendor shall use or maintain any outside amplifying equipment, televisions, or similar entertainment devices. Lighting will be downcast, concealing light source from view, and must not spill onto adjacent properties and rights-of-way. Ice cream trucks traveling through a residential district may have outdoor music or noise-making devices to announce their presence.
- G.** Parking. Mobile food trucks must be located on a paved surface. A mobile food unit may not operate in a traffic lane, on a sidewalk, or in any location which causes an obstruction of traffic, such as queuing of patrons or advancement of vehicles. A pedestrian walkway of six feet must be maintained on the service side of the vehicle.
- H.** Hours of operation. Hours of operation shall be allowed from 8:00 a.m. to 10:00 p.m. In the case of an event authorized under a special event permit, the hours will match the time period indicated in the permit.
- I.** Waste disposal. Mobile food units shall provide waste disposal, clean up all litter and garbage generated by this use and maintain their site in a clean and hazard free condition. All waste liquids shall be kept in leakproof, nonabsorbent containers which shall be kept covered with tight-fitting lids and properly disposed of. No waste liquids, garbage, litter or refuse shall be dumped or drained into the sidewalks, streets, gutters, drains or public trash receptacles. The licensee shall be responsible for all litter and garbage left by customers.
- J.** Self-containment. Mobile units cannot connect to public utilities unless on private property through agreement with the property owner. No power, cable or equipment shall be extended at any grade across any City Street, alley, or sidewalk. Any generators must be self-contained and any noise created by their operation shall not cause a public nuisance, as per Chapter **216**, Nuisances.
- K.** Inspections. Mobile units shall comply with all applicable fire codes and may be inspected by the City prior to operation.
- L.** Locations. Mobile food units shall only be allowed to operate on private property in zoning districts where retail sales are allowed as permitted or conditional uses under the City's Zoning Ordinance. Mobile food units may be allowed in public rights-of-way, residential zoning districts or park zoning districts in conjunction with an approved special event permit.

- M.** The mobile food vendor shall not set up in a manner so as to create a traffic hazard and shall follow police orders. The mobile food unit shall not have a drive through. Ingress and egress to private property shall be through existing driveways only.
- N.** Mobile food units providing external seating must not block any sidewalk or driveway area or occupy any required parking spaces.
- O.** Ice cream novelty trucks are allowed to operate within the public right-of-way in residential districts.
- P.** Mobile food units are prohibited from vending activities within 150 feet of a food service building or within 500 feet of a community event, unless part of the sponsor license and/or special event permit for the event.
- Q.** No mobile food unit shall sell alcoholic beverages.
- R.** Mobile food unit vendors shall maintain a fire extinguisher at all times.
- S.** Mobile food vendors shall maintain their immediate sales location in a clean and hazard free condition.
- T.** The mobile food vendor shall not operate in such a manner so as to constitute a public nuisance.

The above chart displays the angle of parking in relation to aisle width for one way circulation. If the food truck is parked parallel to the south side of the building, it will require a 12 ft minimum aisle width for vehicles to pass by on the service drive. This should provide enough space for the



food truck to be parked in the rear of the building and still provide an adequate drive width that meets the city's parking regulations. City staff has sketched a model for this plan and is attached below:



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item **not on the agenda**, please complete this form and return it to the office of the City Clerk at City Hall. **All applicable areas must be completed or the form will not be accepted.** Your completed request will be presented at the next Committee of a Whole meeting.

1. Name (please print): Bina Carranza
Organization (Required if Applicable): Tipicos Latinos
2. Address (please print): 291 5th Ave NE Suite 5 Isanti, mn 55040
3. Telephone No.: _____
4. Agenda item subject: Restaurant Concept

5. Action requested: Requesting a food truck permit
for the concept.

6. Reasons for requested action: The construction for the hood
of the restaurant will take a long time.

7. Signature (Required): [Signature]

CITY USE ONLY:

Date/Time Received: 8/8/2022 11:30 am/pm

Received by: [Signature]



Liquor Store Updates

8/16/22

New Business:

1. Gross Sales Numbers

- May 2022 = **\$502,009.71**
 - 27.10% profit margin
 - + \$106,414.32 vs 2021 (+27%)
- June 2022 = **\$529,302.45**
 - 26.88% profit margin
 - + \$133,856.44 vs 2021 (+34%)
- July 2022 = **\$586,930.67**
 - 27.15% profit margin
 - + \$142,4914.12 vs 2021 (+32%)
- YTD through July = **\$3,176,899.23**
 - 27.34% Profit Margin
 - Averaging 27% sales increase per month vs last year

2. Sales by Category January through July

- Beer 49%
- Liquor 34%
- Wine 11%
- 6% Sales (Pop/Juice/Mix) 3%
- Tobacco 2%
- Non-Alcoholic 1%

3. Transaction Count YTD through July is 99,460

4. The billboard on HWY 65 near Cooper's Corner helps to draw traffic off of the highway.

- Having signage closer to the store would draw even more traffic.

5. MMBA Community Drive for the Isanti Fire District is going well. For the first time, we're giving customers the option to "round up" their total to donate to the cause, and as a result, we've seen a large increase in donations.

6. Customer feedback, both in person and online has been very positive.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Pam Dahlheimer, Assistant Finance Director
Date: August 10, 2022
Subject: 3rd Party Payment Service Company

Background:

The city currently uses Payment Service Network, Inc. (PSN) for 3rd party payment processing. This allows the residents to make payments with credit cards in person, online, or over the phone for utility payments and for miscellaneous payments i.e., permits. Since incorporating PSN the number of residents enrolled in auto pay for utility payments is at 248. Residents frequently make one time credit card payments via phone and in person at city hall utilizing PSN. Convenience fees for each transaction are passed along to the resident at the time of the credit card transaction and are determined by PSN. There has been no investment by PSN for infrastructure or platform to incorporate any new functionality for residents or the city staff since their software was implemented, which has resulted in numerous complaints from both residents and staff.

Resident Complaints

- Resident account setup is not user friendly
- PSN customer service for the resident is not helpful when residents call
- PSN issues create account changes resulting in late payments for residents
- Residents are requesting a better way to pay online

City Staff Complaints

- Residents call frustrated regularly for account set up issues
- Software cannot keep record of credit cards for customers making phone payments
- Reporting is not available for utility statements posted
- Customer service does not respond timely to city issues or requests
- PSN has incorrectly uploaded the wrong files multiple times
- Reconciling payments takes more time than necessary due to unexplained deposit amounts and dates
- February 2022 deposit was delayed 5 weeks

Staff reached out to bill pay companies and received a response from Xpress Bill Pay with the following options.

- Mobile App
- Multiple E-bill option
- Guest checkout
- Pay by Text
- Scheduled Payments
- Auto Pay
- Real-time online statements and payments
- Notifications and communication features
- Customer Support for residents and staff
- Integrates with Caselle Software
- Edit auto and scheduled payments
- Real time reporting capabilities
- Specially designed reconciliation report for fast reconciling
- Account or guest payment processing

Resident Fees

Transaction Type	PSN	Xpress Bill Pay
Credit/Debit Card Transaction Fees	3% + additional \$0.50 for \$100+ payments	3% + additional \$0.50
EFT or eCheck Payment Fees	\$1.10 per transaction	\$1.00 per transaction

City Fees

Transaction Type	PSN	Xpress Bill Pay
Recurring Monthly Fees	\$49.95	\$19 + additional \$0.25 per transaction
Support Fees	No Cost	\$75.00 per month

PSN is frustrating for residents as well as for city staff due to the lack of functionality. Xpress Bill Pay would be a great option to look further into based on ease of use for residents, as well as a much longer list of options available to residents and staff compared to PSN. The features Xpress Bill Pay offer would help reduce staff workload and allow staff to provide better service to residents.

Request:

Staff would like direction from Council if they would want to consider a new 3rd party payment service company to provide credit card payment services for residents of Isanti and for city staff.

Attachment:

- Xpress Bill Pay Quote 2022031501JC

Integrated solutions for all your payment needs

xpress BILL PAY



**Online
Payments**



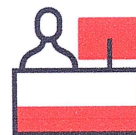
**Mobile
apps**



**Auto
Pay**



**Guest
Checkout**



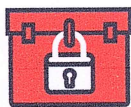
**Point of
Sale**



IVR



Text



Lockbox



Ebill



Integration

Three ways we are different?

1 INTEGRATION IS EVERYTHING

We understand your world. Many of our employees used to work for municipalities and utility districts; they were **you**. We understand your daily routines, and we've built our systems with **you** in mind. Whether it's easily processing payments, seamlessly integrating your data, or simplifying your back office processes, we have solutions built for **you**. Online payments have always been convenient for your customers, but we've made them convenient for **you**!

Built for your customers. Built for you!

2 READY, SET, RECONCILE!

We make bank reconciliation easier than ever. Our reconciliation reports group your payments together in the same way they deposit to your bank. No more adding and subtracting, simply match the report with your bank statement and general ledger.

3 FOCUSED ON PEOPLE

Your customers are important to us. While it's easy for them to view their bills online and make payments, sometimes they have questions and just want to talk to someone. Our highly-rated Customer Support Team is always a phone call, or email, away. That's right, we still pick up the phone, which seems to be a dying art these days. You and your customers are not a burden to our work; you are the focus of it!



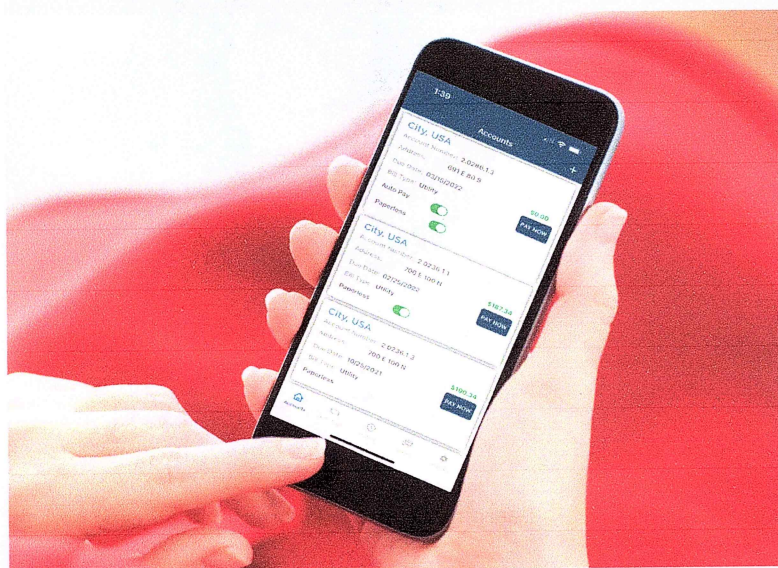


INTEGRATED SOLUTIONS

- eBilling
- Online Payments: Credit, Debit, and eCheck
- Guest Checkout
- Mobile App Payments: iOS and Android
- Pay by Text
- Phone Payments: IVR and Operator Assisted
- Online Registration and Payment Forms
- Bank Bill Pay Consolidation
- Remote Deposit (Check Scanning)
- Lockbox (Mailed Payments)
- Payment APIs

BENEFITS FOR YOUR CUSTOMERS

- Customer Portal
- Paperless Billing
- Auto Pay
- One-Time Payments
- Scheduled Payments
- Notifications: Text and Email
- Exceptional Customer Support: Phone and Email, English and Spanish



Simple and Effective Tools

BENEFITS FOR YOU

- Point of Sale Payments
- All Receipt Types:
 - Utility Bills
 - Licenses
 - Permits
 - AR Invoices
 - Court Citations and Fines
 - Property Taxes
 - Sales Taxes
 - Recreation
 - And anything else you've got!
- Real-Time Reports
- Real-Time Integrations
- Marketing Assistance
- Exceptional Customer Support: Phone and Email, English and Spanish

Wish we had something you aren't seeing here?
Ask us, it may already be on its way!



WE ARE AUTHORIZED AND SECURE

Our innovative online payment system is an authorized payment gateway for the country's leading financial software providers.

Xpress Bill Pay undergoes rigorous audits and control procedures to ensure reliability and security. We are both PCI Level 1 Compliant and SSAE 16 SOC1 certified.

Our customers would like a word with you...

"Xpress Bill Pay has been the easiest part of our billing transition. Our trainer was absolutely wonderful. I would highly recommend it to any company. Very user friendly and excellent customer service. We LOVE Xpress Bill Pay."

Michelle

Kentucky Frontier Gas, **KY**

"We have had great success integrating Xpress Bill Pay with our accounting software, providing a valuable service to our customers, as well as, great internal reporting for staff. Xpress Bill Pay has provided great and personable customer support always in a timely manner. We expect our long relationship with them to only continue."

Brian

Snyderville Basin Water Reclamation District, **UT**

"The Xpress Bill Pay support teams take time to fully answer questions. They are very patient with my team, as well as our customers. They know their software, and even know my accounting software. XBP is always so helpful!"

Riley

Kearns Improvement District, **UT**

"When we first started taking credit card payments online, we went with one of Xpress Bill Pay's competitors and found their service to be less than desirable. When we switched to Xpress Bill Pay, we saw a huge number of our customers begin to use their services. We are extremely pleased that we made the switch to Xpress Bill Pay."

Crystal

Willcox City, **AZ**

"Xpress Bill Pay has been awesome to work with. They have great customer service and are always there to answer any questions we may have. Their features are easy to use and it sure makes reconciliation easier than other companies we have used in the past. They are always striving to make work easier for their customers - great company!!!"

Jody

Stansbury Park Improvement District, **UT**

"We absolutely LOVE Xpress Bill Pay. It takes care of so much that it allows us more time to focus on other areas of work. The customer service at Xpress Bill Pay is great, always helpful, always courteous, and with fast response time. We've used Xpress Bill Pay for a couple of years now and my staff and I still comment to each other about how great it is to have!"

Sarah

City of Jefferson, **OR**

"I appreciate the ease in which Xpress Bill Pay's daily and monthly balancing procedures interface with our accounting software like a glove, it is a perfect fit!"

Janey

Town of Silt, **CO**



We're different...let us show you! View a free demo!

demo@xpressbillpay.com | 800-768-7295 ext. 3

xpress
BILL PAY

Learn more at www.xpressbillpay.com

Why Use Xpress Bill Pay?

Xpress Bill Pay integrates with your Caselle software from beginning to end to reduce errors, save you hours of mundane manual data entry, and ensure that all transactions are easily reconcilable at the end of the month.

Xpress Bill Pay and Your Customers' Experience

The Xpress Bill Pay customer interface is designed to make online bill pay easier than ever before to encourage and increase customer usage. We know the more customers you have using Xpress Bill Pay, the more convenient your life will be.

Your customers have two options for making payments: Guest Checkout and Account Creation.

Guest Checkout:

Customers that prefer a quick checkout process may choose to pay using our Guest Checkout option. With Guest Checkout, your customers will simply enter their name and account number, view their billing information and amount due, and then make a payment. During the process they will have the ability to stay opted in for future email notifications. If they remained opted in for future email notifications, then they will receive an email the next time they are billed by your organization. The email will tell them their due date and amount due. The email will also have a link that will take them right into the Guest Checkout portal with their account information and balance due already displayed and ready for payment. It's a quick way for your customer to make their payments without ever having to create an account.

Account Creation:

For those customers interested in additional features, they can quickly create an Xpress Bill Pay login. New customers will be prompted to provide all the information necessary to create their account.

After entering the required information, a unique Xpress Bill Pay account will be created and they will be logged into the system. Once logged into Xpress Bill Pay, your customers will have many easy-to-use features available to them:

View & Pay E-Bills: Your customers will be able to view a real-time online statement, displaying such information as: account number, due date, descriptions of services provided, breakdown of charges, mid-cycle billing adjustments, total amount due, usage graphs, and announcements that may also be showing on their paper bill. Paying the bill is a simple process. Customers can make a full or partial payment using a credit card, debit card, checking account, or savings account. Additionally, they can choose to pay immediately or to schedule payment for a future date, and receive notification, along with a unique transaction number, once the payment is processed. Your customer may then print the receipt; however, a receipt is automatically emailed and/or texted to them by the Xpress Bill Pay system.

Auto Pay: This is one of Xpress Bill Pay's most popular tools. Auto Pay ensures that payments are made on-time, every time. Most customers don't want the hassle of remembering to log in and pay their bill each month. Auto Pay allows your customer to have their bills automatically paid each billing cycle using their preferred payment method. When Auto Pays are processed, a receipt is automatically emailed and/or texted to the customer by the Xpress Bill Pay system.

Saved Payment Methods: Your customers will be able to save their payment information for future use. Once their payment method(s) are saved, they can easily edit or delete their payment information. All payment information is encrypted and stored by Xpress Bill Pay on our PCI Level 1 fully compliant system. Your organization will not be storing any payment information.

Paperless Billing: You can save money and time by allowing your customers to opt in for paperless billing. They are able to opt in for paperless billing when setting up their new account. However, they are able to change the status at any time through their account. Whether they are signed up for paperless or not, customers can receive email and/or text notifications with each new billing.

E-Bill History: Customers have the ability to view detailed billing history for the past 24 months. Your customers can reference their e-bill history at any time.

Transaction History: All transaction details are saved in an encrypted format by Xpress Bill Pay. Your customers can reference their transaction history for the past 24 months at any time.

Manage Multiple E-Bills: Some customers have multiple billing accounts with your organization. Our Add Account tool will allow your customers to add multiple billing accounts to their Xpress Bill Pay account and pay all their bills from a single login with a single transaction if desired.

Notifications: Customers can receive alerts concerning their Xpress Bill Pay account. They can receive email and/or text notifications when new bills become available online, Auto Pays are scheduled, payments are scheduled, payments are successfully processed, payments are declined (along with the reason for the decline, i.e. – card has expired), and when credit/debit cards will be expiring soon or when they have expired.

Customer Support: If your customers have any questions about how to use the Xpress Bill Pay system, they can contact us directly! A toll-free 800 number and an email form are provided, allowing them to contact an Xpress Bill Pay Customer Service representative. We'll handle their questions and provide them with technical support, so you don't have to.

Mobile options: The Xpress Bill Pay website has been optimized for mobile use. Customers that choose to access the site from their mobile browser will find the same great features in a format conducive to mobile use. However, we also have an iOS app and Android app available for free download, our app allows your customers to view their billing charges, make one-time payments, schedule Auto Pays, manage stored payment information, and much more.

Xpress Bill Pay is focused on providing your customers with a powerful, yet simple online bill payment experience to encourage and increase online payments, freeing up your time to work on those other projects that so often seem to fall by the wayside.

Xpress Bill Pay and the Administrator Experience

Our Xpress Bill Pay Administrator Interface was developed by working closely with city and county governments to better understand the challenges you face. We've developed tools and reports to simplify your workload and make your office run more efficiently.

We know that the number one priority of a billing office is to put the money in the till. While we know that our easy-to-use website will encourage many of your customers to pay their bill online, we do realize that some customers will still prefer to pay over-the-counter or over-the-phone. We've given you the billing tools you need to make this as simple as possible:

Receipt Payment: To receipt a payment over-the-counter or over-the-phone, simply locate the customer's account, verify the real-time billing information, collect the credit card, debit card, checking account, or savings account information, and process the payment. After the payment is processed, you are able to print or email the receipt. It's that simple! Plus, we can receipt payment for anything (not just utilities), and all payments fully integrate and post back to Caselle.

Auto Pay Management: This tool offers various functions and reports for managing Auto Pays. You are able to search and edit exiting Auto Pays, view a report of all credit cards that will be expiring soon, and setup new Auto Pays for customers that may not have access to an internet connection to access Xpress Bill Pay's website. As an administrator you will be able to setup your customer's accounts to be automatically paid each billing cycle from their preferred payment method. Auto Pay ensures that your customers make their payment on-time, every time with very little hassle to the customer or your staff.

Reports: Xpress Bill Pay offers extensive real-time reports to help your organization improve transaction management, analyze customer data, and simplify the bank reconciliation process.

The Unsettled & Settled Transaction Reports are real-time reports showing transaction data the moment the transaction is processed. Various search filters allow you to narrow your search to find any specific transaction. When necessary, voids and refunds can be processed from these reports.

The Department Details Report breaks down receipted payments into different categories, if you are receipting payments for multiple departments or items.

The User Till Report shows receipted payments categorized by the Xpress Bill Pay user that took the payment.

The Reconciliation Report is perhaps the most important of all the tools and features offered by Xpress Bill Pay. The Reconciliation Report was designed to show you the breakdown of your

online payments in the same way they deposit to the bank – no more adding and subtracting, simply match the report with your bank statement and your Caselle General Ledger.

The Customer Report shows all of your customers that have created an Xpress Bill Pay account, as well as the options they've chosen, such as paperless billing and Auto Pay.

Data Integration:

Caselle and Xpress Bill Pay can exchange payment and billing information in either a real-time or a daily batch process, depending upon whether or not you have Caselle's Utility Billing and Cash Receipting web services.

Real-time Integration: If you're using Caselle's Real-time web services, then payments post into Caselle the moment they are processed by Xpress Bill Pay. Additionally, all new billings and mid-cycle billing adjustments are displayed on Xpress Bill Pay in real-time at the moment a customer views their online statement. Both systems stay in-sync in real-time.

Daily Batch Integration: If you don't have Caselle's Real-time web services, then integration would occur via a daily batch process called Process Online Payments. When you run the Process Online Payments feature in Caselle, all new data regarding bills, mid-cycle billing adjustments, and payments are exchanged and updated between Caselle and Xpress Bill Pay.

Send Email Notifications: Whether sending out a periodic newsletter or trying to get out an urgent message, our Send Email Notifications tool will allow you to contact all of your Xpress Bill Pay customers with one quick email. Additionally, you can send an email out to a specified group of customers. We have premade email groups available for you to choose from, such as those from a specific billing cycle, those signed up for paperless billing or Auto Pay and those not signed up for paperless billing or Auto Pay. You are also able to create your own group by importing emails directly into the tool.

The Xpress Bill Pay Administrator Interface was designed to take the hassle out of accepting online payments. All the tools you need to receipt payments, generate reports, provide customer support, and reconcile your books in a timely manner are made available to you in a simple and intuitive interface. And most importantly, it's all fully integrated with your Caselle software!

Additional Services

In addition to online payments, Xpress Bill Pay also offers other integrated payment solutions:

Online Banking Consolidation (Bank Bill Pay): Are you still receiving paper checks from the online banking community? Xpress Bill Pay can receive online banking transactions electronically, correct any errors, and import the transactions directly into your Caselle software, eliminating the need to manually enter another stack of paper checks from the online banking community ever again.

xpress BILL PAY

Phone Payments: Offer your customers the convenience of making their payment over the phone through Xpress Bill Pay's Live Operator Payment Center or through an automated attendant with Xpress Bill Pay's Interactive Voice Response (IVR) service. Both options are available in English and Spanish.

Integrated Remote Deposit: Save yourselves additional time and hassle by converting paper checks to electronic transactions. Electronic payments process sooner than traditional paper checks. Get your money faster and get the transaction data automatically posted to your Caselle software with fewer errors in just a fraction of the time. These payments are available to view on Xpress Bill Pay with scanned check and stub images.

Lockbox: All mailed payments can be receipted by Xpress Bill Pay's Payment Processing Center. At the end of the day, all transaction data will automatically post to Caselle. These payments are also available to view on Xpress Bill Pay with scanned check and stub images.

Forms Builder: No need to incur expensive development costs and lengthy timelines, with the Xpress Forms Builder you and your staff will be able to build any custom form, registration, or survey you can think of. The forms you build will be able to incorporate calculations, conditional formatting, multiple receipt options, and file uploads. With its easy drag-and-drop design, you can create any fill-in-the blank form and put in on your website it minutes!

APIs: Our APIs allow Xpress Bill Pay to integrate with any of your other 3rd party software's for payment processing. Our APIs allow us to become the link which integrates any other software vendors with your Caselle software!

City of IsantiMichael Betker
110 1st Avenue NW Isanti MN 55040

Prepared By: Jon Christensen

Date: March 15, 2022

Recurring Monthly Fees

<u>Description</u>	<u>Rate</u>
Transaction Fees: (assessed directly to Customers)*	
Credit/Debit Card (per transaction)	3.00% + \$0.50
EFT or eCheck Payment (per transaction)	\$1.00
800 Interactive Voice Response (IVR) Phone Payment (per transaction)	\$0.95
800 Live Operator Assisted Phone Payment (per transaction)	\$0.95
<i>*There will be a maximum transaction amount of \$500.00 per customer payment.</i>	
Transaction Fees: (assessed to the Organization)	
Optional Service: Online Banking Consolidation (per transaction)	\$0.25
EFT Returned Items if applicable: (assessed to the Organization)	
Invalid account or unable to locate account (per return)	\$6.00
NSF, Account closed, or Account frozen (per return)	\$12.00
Customer stop payment (per return)	\$30.00
Support, Maintenance & Hosting: (assessed to the Organization)	\$75.00
Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance.	
Monthly Service Fee: (assessed to the Organization)	\$19.00

TOTAL: Based upon activity

Setup Charges

Description

Price

Initial Setup, Configuration, and Development*

See Caselle

Price includes: Online Payment, Auto Pay, and Card Swipe Modules.

You will have the ability to accept the following payments:

credit/debit cards, electronic funds transfers (EFTs), and bank bill pays.

**Your organization will be responsible for verifying that you have all the software modules necessary from your billing software provider for exporting a billing file and importing online transaction data.*

On-site Training

See Caselle

Price includes: one 8 hour day of training.

+ airfare/hotel

NOTE: You shall reimburse roundtrip airfare and book hotel.

Typically only one 8 hour day of training is necessary.

TOTAL: See Caselle

+ airfare/hotel

Additional Services Available

Integrated Remote Deposit

Lock Box

Online Utility Service Signup Form

Online Business License Renewal Display/Payment

Online Court Citation Display/Payment

Online AR Statements Display/Payment

Online Custom Payment Forms

Additional Equipment Available

Credit Card Swipe Terminals (per unit)

\$75.00

Remote Deposit Scanners

**If you are interested in any of our additional services or equipment, please contact us for pricing.*

*****This quote is valid for 60 days*****



Memo for Discussion

To: Mayor Johnson and Members of the City Council
From: Keith Lusk, Liquor Store Manager
Date: August 16, 2022
Subject: City Hive E-Commerce Platform

Background:

Staff has been researching companies to add an online platform for the opportunity for customers to purchase from the Isanti Liquor store online and pickup when ready. This is anticipated to increase sales and add a greater customer base. Staff's research for the two top companies is attached.

Request:

Staff is requesting discussion and direction on this item.

Attachment:

Rite vs City Hive Comparison

Online Presence and Sales Comparison

Rite (Cloud Retailer) vs City Hive

Rite (Cloud Retailer)

Cost = \$2,160 annually

- Includes domain name (shopisantiliquor.cloudretailer.com)

Website only

Customers place the order online and pay at the store

- We verify ID and sobriety before delivering the product curbside

Integrates with Cloud Retailer to have accurate inventory and price with minimal staff involvement

We have to upload pictures of every item

City Hive

Cost = \$49 a month with 1st 6 months free (\$588 annually not including 6 months free)

- +2.5% transaction total, +2.9% +\$.30 Credit Card Processing Fee
- No contract or setup fee
- Does not include domain name (\$20 annually – IsantiLiquor.com is available)

Website and App

Customers place and pay for the order online and pick up at the store

- We verify ID and sobriety before delivering the product curbside

We can get an email, text, or phone call when an order is placed and paid for

Integrates with Cloud Retailer to have accurate inventory and price with minimal staff involvement

We do not have to upload pictures of items

Web Site is very user friendly and shoppable

We can easily capture customer data and use the website to promote tastings, sales, and special events through text and email

We can use the website to build and implement clubs, like Loyalty, Wine, Bourbon, etc.

10+ MMBA stores already using City Hive, including many stores of MMBA Board Members

- As the number of MMBA stores increases, City Hive will lower the 2.5% transaction total fee
 - Current customers include Delano Wine and Spirits, St. Francis Bottle Shop, Vergas Liquor, Bagley Liquor, Paynesville Liquor and more

Can easily integrate with 3rd party delivery services

- Delivery costs passed on to customers

Will split the cost of coupons/promotions done through the website

In Summary –

By using City Hive instead of Cloud Retailer, we'll not only save money up front, but also staffing costs. Product information, including price, and quantity on hand will be automatically uploaded from our POS to City Hive. City Hive also provides pictures for the majority of items. With Cloud Retailer, we'd have to spend a lot of time uploading pictures of all products. City Hive is very user friendly, customizable, and shoppable. We will be paying transaction fees, but we'll see more online sales with City Hive than Cloud Retailer. City Hive will also give us the ability to capture customer data, like phone number, email, shopping habits, etc. that will allow us to better spend our marketing focus. We will be able to promote tastings, sales, new items, elusive items, and more. City Hive will also split the cost of website specific coupons/promotions done through the website. Several other stores, including the current MMBA Director's, use City Hive and have been very happy with the results.

Some current municipal liquor/City Hive websites can be found at:

<https://bagleyliquor.com/> - uses the app function as well

<https://stfrancisbottleshop.com/>

<https://delanowinespirits.com/>

<https://paynesvilleliquor.com/>



Memo for Discussion

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: August 16, 2022
Subject: Consideration of Draft Interim Ordinance Imposing a Moratorium on the Sale of Certain Cannabis Products

Background:

Beginning on July 1, 2022, it became legal to sell certain products containing delta-9 THC (“THC Products”) in Minnesota. The Act allows THC Products to be sold if certain requirements are met including that there are not more than 5mg of THC per dose and 50mg of THC per container; the purchaser is at least 21 years old; and the products are not marketed towards children.

The Minnesota Board of Pharmacy (“Board”) is the state agency with oversight of THC Products. There is currently no state-level license required in order to sell THC Products and the Board does not test or approve products prior to their sale.

At their July 19th, 2022 Committee of the Whole meeting, the City Council discussed the Act and ultimately decided that given there is a great deal of uncertainty regarding the new Act, it is in the City’s best interest to discuss adoption of an interim moratorium ordinance to allow staff time to study the topic.

Request:

Staff is requesting discussion and direction on this item.

Attachment:

Draft Moratorium Ordinance

ORDINANCE NO. XXX

AN INTERIM ORDINANCE AUTHORIZING STUDIES AND IMPOSING A MORATORIUM ON THE SALE OF CANNABIS PRODUCTS

The City Council of the City of Isanti does ordain as follows:

ARTICLE I. Legislative Findings

- (a) There is a great deal of uncertainty regarding the effect of Minnesota Laws 2022, Chapter 98 (“Act”) amending Minnesota Statutes, section 151.72 to allow the sale of edible and nonedible cannabinoid products that contain no more than 0.3% of tetrahydrocannabinol, commonly known as THC (“Cannabis Products”).
- (b) Because the proposal to allow the sale of Cannabis Products received little publicity until the Act went into effect on July 1, 2022, the City of Isanti (“City”) did not have an opportunity to study and consider the potential impacts of the Act on the City. Nor did the City Council have sufficient time to engage in policy discussions regarding the regulations the City Council may elect to impose on the sale of Cannabis Products.
- (c) The Act authorizes the Minnesota Board of Pharmacy to enforce the Act, but the Act does not provide for any licensing of manufacturers or of those who sell Cannabis Products. While the new law does enact some requirements for labeling and testing, the law provides no parameters regulating issues with as production, compliance checks, or sales of Cannabis Products. The Act is also silent regarding the enactment of local regulations related to Cannabis Products.
- (d) The Legislature did not expressly prohibit or limit local regulations, and the regulations established in the Act clearly do not constitute the Legislature having occupied the field of regulation regarding the sale of Cannabis Products.
- (e) The City Council finds the uncertainties associated with sale of Cannabis Products, and the options for local regulation, compels the need for a study to develop information the City Council can rely on as it engages in policy discussions related to potential regulation of Cannabis Products through the adoption of licensing and zoning controls.
- (f) The City Council is authorized to adopt an interim ordinance “to regulate, restrict, or prohibit any use . . . within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.” Minnesota Statutes, section 462.355, subdivision 4(a).
- (g) The Minnesota Supreme Court in *Almquist v. Town of Marshan*, 245 N.W.2d 819 (Minn. 1976) upheld the enactment of a moratorium despite the lack of express statutory authority as being a power inherent in a broad legislative grant of power to municipalities. In most cases, the enactment of business licensing requirements is based on a city’s police powers, which is the broadest grant of power to cities. Inherent in that broad grant of authority is the power to temporarily place a moratorium on a business activity to study and potentially implement licensing regulations on that business activity.
- (h) There are both licensing and zoning issues associated with the sale of Cannabis Products

the City Council determines it needs time to study to consider the development and adoption of appropriate local regulations. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts its study and the City Council engages in policy discussions regarding possible regulations, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the sale of Cannabis Products.

ARTICLE II. Definitions. For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings given them in this Article.

- (a) “Act” means 2022 Minnesota Session Laws, Chapter 98 (H.F. No. 4065), amending Minnesota Statutes, section 151.72.
- (b) “Cannabis Products” means Edible Cannabinoid Product and any other product that became lawful to sell for the first time in Minnesota effective July 1, 2022, as a result of the adoption of the Act.
- (c) “City” means the City of Isanti.
- (d) “City Code” means the Municipal Code of Isanti, Minnesota.
- (e) “Edible Cannabinoid Product” has the same meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(c).
- (f) “Electronic Delivery Device” means an electronic product that is designed to use, or that uses, liquids or pre-loaded cartridges to simulate smoking in the delivery of nicotine or any other substance through inhalation of the aerosol or vapor produced from the substance.
- (g) “Tobacco” means and includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
- (h) “Tobacco-Related Products” mean Tobacco and related materials and devices used in rolling, smoking, or storing Tobacco. The term includes Electronic Delivery Devices and the substances sold for use by such devices.

ARTICLE III. Study. The City Council hereby authorizes and directs the City Administrator to have City staff and City Attorney conduct a study on the following matters:

- (a) Cannabis Products. The City shall conduct a study regarding Cannabis Products and provide the City Council a report on the potential regulations of such products. The report shall include the City staff’s recommendations on whether the City Council

should adopt regulations and, if so, the recommended types of regulations. The study shall consider, but is not limited to, the following:

- (1) The potential impacts of the sale, testing, manufacturing, or distribution of Cannabis Products within the City;
- (2) Licensing the sale, testing, manufacturing, or distribution of Cannabis Products and related regulations; and
- (3) Zoning regulations related to the sale, manufacture, testing, and distribution of Cannabis Products as uses within the City.

ARTICLE IV. Moratorium. A moratorium is hereby imposed within the City on the following:

- (a) No business, person, or entity may test, manufacture, distribute, or offer for sale or sell Cannabis Products to the public within the jurisdictional boundaries of the City for twelve (12) months from the effective date of this ordinance.
- (b) The City shall not issue any license or permit related to Cannabis Products from twelve (12) months from the effective date of this ordinance. No license, application, site plan, building permit, zoning approval, or other permit of any kind, by any individual, establishment, organization, or business involved in the proposed sale, testing, manufacturing, or distribution of Cannabis Products within the City shall be accepted or considered for twelve (12) months from the effective date of this ordinance.

ARTICLE V. Violations. During the period of the moratorium, it is a violation of this Ordinance to do any of the following within the City:

- (a) Test, manufacture, distribute, or offer for sale or sell Cannabis Products;

ARTICLE VI. Exceptions. The moratorium imposed by this Ordinance does not apply to the following:

- (a) The sale of medical cannabis or hemp products that were lawful to sell prior to the effective date of the Act; or
- (b) Businesses engaged in the sale of Cannabis Products within the City prior to the effective date of this Ordinance.

ARTICLE VII. Enforcement. A violation of this Ordinance shall be a misdemeanor. In addition, the City may enforce this Ordinance by mandamus, injunction, other appropriate civil remedy in any court of competent jurisdiction, or through the City's administrative penalties program under Section 205 of the City Code.

ARTICLE VIII. Effective Date and Term. This Ordinance shall be effective upon the first day of publication after adoption and shall have a maximum term of 12 months. This Ordinance shall remain in effect until the expiration of the 12 month term, until it is expressly repealed by the City Council, or until the effective date of an ordinance amending the City Code to address Cannabis Products, whichever occurs first.

ARTICLE IX. General Provisions.

- (a) Not Codified. This Ordinance is transitory in nature and shall not be codified into the City Code.
- (b) Severability. Every section, provision, and part of this Ordinance is declared severable from every other article, section, provision, and part thereof. If any article, section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other article, section, provision, or part of this Ordinance.

Adopted by the Isanti City Council this ____ day of _____, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Posting Date:
CC Reading Date:
Publication Date:
Effective Date:



MEMO for Committee of the Whole

To: Mayor Johnson and Members of the City Council
From: Stephanie Hillesheim, Community Development Director
Date: August 16, 2022
Subject: Landscaping Ordinance and Tree Requirement Update

Background

The City has recently been working through some clarification of City Zoning Ordinance Section 15: Fence, Screening and Landscaping due to some conversations held between a resident and builder in regards to what is allowed and what steps are necessary regarding landscaping, escrow, etc.

After looking at timelines and what City staff have been directed to do by past development agreements, we have come to the conclusion that there is inconsistency between current City Ordinance and what has been accepted for residential landscaping in new developments.

City Ordinance 445: Section 15

City Ordinance 445: Section 15: Fencing, Screening and Landscaping was adopted in 2008. The language from this section precedes Ordinance 445 and was actually adopted in 2006 as part of City Ordinance 382. Prior, Ordinance 254 governed landscaping requirements, and previously Ordinance 176 was originally adopted in 1993.

Looking back through the years specifically when development agreements were entered into, the City currently follows all of these Ordinance requirements for specific parcels, as well as other requirements outlined in specific PUDs for trees planted on newly developed residential parcels.

Prior to entering into the development agreement for Legacy Pines and approving the Final Plat, it was part of the Villages on the Rum Development as phase VII. The final constructed phase of Villages on the Rum 3rd Addition, Phase IV was established in 2006 and was agreed upon to follow the City Ordinance 382. This phase of the development was the first in the City of Isanti to officially be established under the new standards requiring the number of trees planted increase with the lot sizes over 8,000 square feet. All parcels in previous phases of Villages on the Rum were held to the previous Ordinance 254 which required 2 trees per residential lot established in their development agreements. Research indicates that the preceding ordinance requirements were continued in Villages on the Rum 3rd Addition, Phase IV and the agreed upon requirements outlined in the Development Agreement were not upheld. From what can be assumed, staff turnover in a number of positions lead to even further divergence to uphold current ordinance standards when Legacy Pines was approved with Ordinance 445 as the defined standards for residential tree requirements.

Moving Forward

City staff have been researching the best way to move forward with this issue. We understand it is not reasonable for the City to require all new and lots currently under construction to begin planting more trees as their neighboring lots were not held to the same standards, or force all lots to plant additional trees. At the same time it is our job to ensure City Ordinance is upheld. Our recommendation is to revise the development agreement for Legacy Pines to reflect the standards that have been precedent in the development, 2 trees per residential lot (4 on corner lots). With only a few lots remaining in Legacy Pines this will allow the status quo to be met and provide guidance for City Staff moving forward. City staff also recommend we require Fairway Greens North, the newest development under construction in Isanti, to follow through with the existing Ordinance 445 requirements as stated in their development agreement. Staff will uphold the requirements on the attached chart for all lots moving forward, unless the Development Agreement for that parcel states otherwise. We would like to send the requirements to all of the builders in Fairway Greens North, and other developments moving forward. Information will be included in the packet of information each time a building permit for a new home is pulled. We also recommend stating this information on stickers upon plan review completion by the Building Official to building plans. Clear communication with builders is crucial to upholding ordinance requirements and maintaining good relationships.

Request:

City Staff would like direction moving forward on this issue to potentially amend the Development Agreement for Legacy Pines to include language on tree requirements, which will brought forward at a City Council meeting.

Attachments:

- Landscaping Requirements Chart
- City Zoning Ordinance 445, Section 15: Fencing, Screening and Landscaping
- Legacy Pines Development Agreement

Landscape Reference Chart

Lot Size	Less than 8000 sq. ft. lot	8000 – 12,000 sq. ft. lots or 100'-150' of street frontage	Corner lots, more than 12,000 sq. ft. lots or more than 150' of street frontage
2.5 inch – Primary Trees	2	3	*4
	* Requires at least three different species		

- All residential properties shall provide a minimum of two (2) trees.
- No more than 50% of trees may be the same species.
- Each tree shall be planted a minimum of five (5) feet from the public right-of-way.
- The majority of trees shall be planted in front of the primary structure. For corner lots, trees may be planted along the secondary street frontage.
- Conifers and deciduous trees found in the City's Secondary Tree list may be substituted for a Primary Tree at the ratio of 3:2.
- If smaller trees are utilized, one and one-half (1.5) inch Primary Trees may be substituted at a ratio of 2:1 for full-sized trees.
- Secondary of Ornamental trees, one and one-half (1.5) inches in diameter or four (4) foot tall conifer trees may be substituted at a ratio of 3:1 for required full sized Primary trees.
- Soil Requirement: All disturbed areas that are not planned to receive an impervious surface shall be graded and finished with a minimum layer of four (4) inches of Premium Topsoil that is screened, pulverized and in compliance with the requirements as defined by MNDOT specifications.

<u>Primary Deciduous Trees</u>	<u>Common Names</u>
Acer freemanii	Autumn Blaze (Red Maple x Silver Maple)
Acer platanoides (various species)	Norway Maples – Cleveland, Columnar, Crimson King, Emerald, etc.
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple or Hard Maple
Betula nigra	River Birch
Carya ovate	Shagbark Hickory
Celtis occidentalis	Hackberry
Quercus alba	Oak, White
Quercus coccinea	Scarlet Oak
Quercus macrocarpa	Oak, Bur
Tilia Americana	American Linden (aka – Basswood)
Tilia cordata	Littleleaf Linden or Greenspire Linden
<u>Secondary Deciduous Trees</u>	<u>Common Names</u>
Acer pseudoplatanus	Sycamore Maple
Aesculus hippocastanum	Horse Chestnut
Aesculus octandra	Yellow Buckeye
Aralia elata	Japanese Angelica Tree
Betula lenta	Sweet or Black Birch
Carpinus betula	European Hornbeam
Carya cordiformis	Bitternut Hickory
Corylus columna	Turkish Filbert
Catalpa speciosa	Northern Catalpa
Fagus	Beech (both North American and European)
Ginkgo biloba	Ginkgo (only male trees permitted)
Gleditsia triacanthos inermis	Honeylocust, thornless or 'Imperial' or 'Skyline'
Gymnocladus dioicus	Kentucky Coffeetree
Juglans nigra	Black Walnut

Liriodendron tulipifera	Tuliptree (best grown w/ sprinkler system)
Phellodendron amurense	Amur Corktree
Quercus rubra	Red Oak
Quercus palustris	Pin Oak
Tilia x euchlora	‘Redmond’ Linden
Tilia platyphyllos	Bigleaf Linden
<u>Conifers</u>	<u>Common Names</u>
Abies balsamea	Fir, Balsam
Abies concolor	Fir, Concolor
Larix laricina	Tamarack
Picea abies	Spruce, Norway
Picea glauca	Spruce, White
Picea glauca densata	Spruce, Black Hills
Picea pungens	Spruce, Colorado Green, ‘Glaucua’ Spruce, Colorado Blue
Pinus nigra	Pine, Austrian
Pinus ponderosa	Pine, Ponderosa (may not be hardy)
Pinus resinosa	Pine, Norway (aka – Red Pine)
Pinus strobes	Pine, White
Pinus sylvestris	Pine, Scotch
Pseudotsuga menziesii	Fir, Douglas
Thuja occidentalis	Arborvitae
Thuja occidentalis	‘Techny’ Techny Arborvitae
<u>Ornamentals</u>	<u>Common Names</u>
Acer ginnala	Maple, Amur
Acer tataricum	Tatarian Maple (similar to Amur Maple)
Amelanchier	Serviceberry or Juneberry
Carpinus caroliniana	American Hornbeam
Cornus alternifolia	Pagoda Dogwood
Crataegus spp.	Hawthorne ‘Winter King’ or ‘Washington’
Maackia amurensis	Amur Maackia
Malus baccata columnaris	Crabapple, Columnar Siberian
Malus (various species)	Crabapple, flowering – Varieties; Dolgo, Flame, Radiant, Red, Silver, Red Splendor
Ostrya virginiana	Ironwood (aka – American Hophornbeam)
Prunus cerasifera	‘Newport’ Plum, Newport
Prunus maackii	Amur Chokecherry
Prunus triloba	Plum, flowering or Rose Tree of China
Prunus virginiana	‘Schubert’ Chokecherry, Schubert’s
Syringa reticulata	Japanese Tree Lilac

This Reference Chart briefly summarizes most of the important parts of Ordinance # 445. Please see the ordinance for a list of Prohibited Trees, Permitted Trees Not Meeting Landscape Requirements, and more information about landscaping. Visit the City website at www.cityofisanti.us for more information.

SECTION 15: FENCING, SCREENING, AND LANDSCAPING

Subdivision 1	General Provisions
Subdivision 2	Residential Fences
Subdivision 3	Non-Residential Fences
Subdivision 4	Screening Fences and Planting Screens
Subdivision 5	Landscaping Requirements

Subdivision 1: General Provisions.

Except as otherwise provided herein, all fences and walls within the City shall be subject to the following general provisions:

- A. Permit Required.
1. Building Permit. Prior to the construction and/or installation of a fence, an application for a building permit shall be obtained from the City and shall specify the intended location, character, and size of such fence or wall.
 2. Zoning Permit. For all other fences, not meeting the requirements for a building permit, a zoning permit must be obtained prior to construction on the property.
- B. Maintenance. All fences shall be properly maintained, so as not to become unsightly, hazardous, or constitute a nuisance. Damaged and destroyed fences shall be removed and replaced within thirty (30) days upon written notice from the Community Development Director or his/her designee. All fences shall be maintained at the property owner's expense. The persons, firms, corporations, or individuals constructing or causing the construction of such fence shall be responsible for maintaining that part of the property between the fence and the property line.
- C. Installation.
1. The side of any fence or wall considered to be its "face" (finished side with no structural supports) shall face either the abutting property or the street right-of-way.
 2. Upon installation of the fence, no physical damage shall occur to the abutting property owner unless it has been permitted under written agreement with the adjacent property owner.
- D. Prohibited Materials. Fences shall not be constructed from chicken wire, welded wire, snow fence, branches, or materials originally intended for other purposes. Electric fencing and metal sheeting are also prohibited materials. Barbed-wire fencing is prohibited in all non-industrial districts.
- E. Setbacks.
1. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.
 2. Privacy fences shall be setback a minimum of two (2) feet from any street right-of-way.
 3. Fences shall be located on the property of the owner. All posts and framework shall be placed within the property lines of the fence owner.
 4. No fence shall enclose a water shutoff valve to the interior. A 12-inch minimum separation between the fence and the water shutoff valve must be maintained.
 5. No fences shall be permitted within a stormwater flow path.
 6. Fences within a storm pond drainage easement must provide for the free flow of water by using a material such as chain-link or by providing a minimum ground clearance of four (4) inches.
 7. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer. (*Ord. No. 647*)
- F. Retaining Walls. Retaining walls exceeding four (4) feet in height, including staged walls which cumulatively exceed four (4) feet in height, must be constructed in accordance with plans prepared by a registered engineer or landscaped architect. Building permits for construction of a retaining wall over four (4) feet are required.

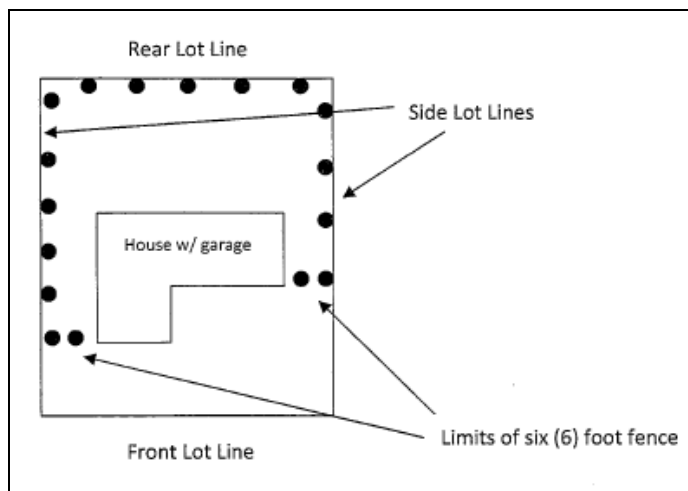
- G. Property Owner Responsibility. Any fence located on the property line or within a drainage and utility easement shall be removed upon request of the City and at the expense of the property owner.

Subdivision 2: Residential Fences

The following regulations shall apply to all residential properties located within the City.

- A. Maximum Height. Fences shall be no higher than three (3) feet when extended past the front corner of the home or garage of the principal structure. Fences shall be no higher than six (6) feet in the rear and side yards and shall not extend past the front corner of the principal structure. Fence height shall be measured from the finished grade level.

FIGURE 12: Fence Location

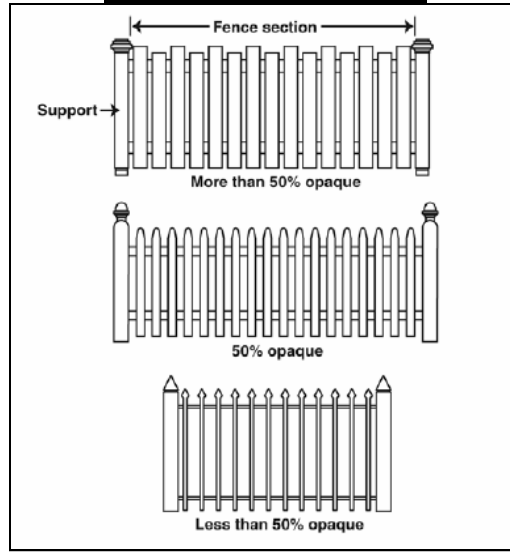


Note: Drawing has been provided to show the limitations on the location of a six (6) foot fence, in reference to the principal structure on an interior lot only. Corner lots must meet the requirements as provided within the text of this Ordinance.

- B. Exceptions. The following exceptions apply to residential fences.
1. On corner lots, the street side setback may match the setback of the prevailing fence line of the corner lot immediately abutting such property. However, at no time shall the fence be within the right-of-way or the vision clearance triangle, as shown within Section 4 of this Ordinance. Such fence location shall be subject to approval by the Community Development Director or his / her designee. (*Ord. No. 623*)
 2. On corner lots and through lots, a four (4) foot chain-link fence that is less than ten (10) percent opaque or ninety (90) percent transparent may be placed along the secondary street frontage.
 3. Fences permitted past the front corner of the principal structure shall meet the height requirements as specified within this Section. Chain-link fences shall not be permitted within the front yard. A decorative fence is the only type of fence permitted past the front corner of the principal structure and shall have an opaqueness of no greater than 50%.
 4. Screening fences, as required by Chapter 227, Article II of the City Code of the City of Isanti; for screening of stored recreational vehicles within the side or rear yard shall meet one of the following acceptable screening options: (*Ord. No. 608*)
 - a. A fencing screen per Subdivision 4(A) of this Section and shall obscure from view at ground level any neighboring property or public street by at least 80% of the area.
 - b. Installation of a planting screen. Where natural materials, such as trees or hedges are approved in lieu of required screening by means of walls or fences, density and species of planting shall be such to achieve 80% opaqueness year round from view at ground level at any neighboring property or public street.
 - (1) Acceptable plantings include arborvitae, upright juniper, upright yew, fountain hemlock, or other species approved by the Zoning Administrator.
 - (2) Plants shall be 4'-5' in height when purchased for installation.
 - (3) Plantings must be spaced within half the plants spread at maturity.

- (4) Plant material centers shall not be located closer than three (3) feet from a side or rear property line or twelve (12) feet from a front property line and shall not be planted to conflict with public plantings, drainage and utility easements, sidewalks, trails, fences, parking areas, and driveways based on the judgment of the Community Development Director or his/her designee.
- (5) All planting screens shall be reviewed and approved by the Community Development Director or his/her designee.
- (6) Planting screens shall be maintained in a healthy condition. Dead material shall be removed and replaced within thirty (30) days upon written notice of the Community Development Director or his/her designee.

FIGURE 13: Fence Opacity



Subdivision 3: Non-Residential Fences

- A. Commercial and Industrial properties may construct security fences up six (6) feet in height. Fences in excess of six (6) feet shall require a conditional use permit.
- B. Barbed-wire fencing is permitted in Industrial Districts only. Barbed wire security arms shall be constructed at a minimum of six (6) feet in height. The security arm shall be angled in such a manner that it does not overhang any lot lines.

Subdivision 4: Screening Fences and Planting Screens

All commercial and industrial uses and transitional lot areas as stipulated within this ordinance that are required to provide screening shall do so through the use of one of the following, subject to recommendation by the Planning Commission and approval by the City Council.

- A. Screening Fence.
 1. Screening Fences shall be at maximum of six (6) feet in height with a minimum opaqueness of 80 percent. Screening height shall be measured from the finished grade level.
 2. Screening fences shall be constructed of masonry, brick, wood, chain-link or steel and shall be compatible with the principal building on the site and with the surrounding properties.
 3. Fencing may be placed along the property line, providing mutual written consent has been granted by the abutting property owners and filed along with a copy of the certificate of survey to the City prior to construction.
 4. Barbed-wire fencing is permitted in industrial districts only, and provided that the following conditions are met:
 - a. The fencing shall be constructed at a minimum of six (6) feet above ground level.
 - b. The fencing does not overhang any lot lines.
 5. Screening fences or walls shall be setback five (5) feet from the property line, if a mutual written agreement has not been filed and if the property is not adjacent to a street right-of-way.

6. A combination of coniferous and deciduous trees may be planted to soften the appearance of the fence or wall from adjacent properties or the public street.

B. Planting Screens.

1. Planting screens shall consist of a row of alternating evergreen and deciduous trees and shrubs. The species and size shall be in accordance with Subdivision 5, of this Section.
2. The trees shall be placed in such proximity as to form a screen.
3. Planting screens shall be maintained in a healthy condition. Dead material shall be removed and replaced within thirty (30) days upon written notice of the Community Development Director or his/her designee.

Subdivision 5: Landscaping Requirements

- A. Purpose. The purpose of this Subdivision is to provide specifications, which will guide landscaping within residential, commercial, mixed-use, and industrial districts; will provide buffering between different and more intense land uses; will ensure that native trees and vegetation are preserved and replenished ; will aid in the stabilization of the environment’s ecological balance by reducing storm water runoff and improving surface water quality; and will enhance the overall beauty and appearance of the City.
- B. General Requirements.
1. City Tree lists. The following trees may be used to meet planting and landscaping requirements. If other tree varieties are desired; they shall be approved by CityStaff.

TABLE 4: Primary and Secondary Deciduous Tree List

Primary Deciduous Trees	Common Names
Acer freemanii	Autumn Blaze (Red Maple x Silver Maple)
Acer platanoides (various species)	Norway Maples - Cleveland, Columnar, Crimson King, Emerald Lustre, Emerald Queen, Schwedler, etc.
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple or Hard Maple
Betula nigra	River Birch
Carya ovata	Shagbark Hickory
Celtis occidentalis	Hackberry
Quercus alba	Oak, White
Quercus coceinea	Scarlet Oak
Quercus macrocarpa	Oak, Bur
Tilia Americana	American Linden (aka – Basswood)
Tilia cordata	Littleleaf Linden or Greenspire Linden
Secondary Deciduous Trees	Common Names
Acer pseudoplatanus	Sycamore Maple
Aesculus hippocastanum	Horse Chestnut
Aesculus octandra	Yellow Buckeye
Aralia elata	Japanese Angelica Tree
Betula alleghanie	Yellow Birch
Betula lenta	Sweet or Black Birch
Carpinus betula	European Hornbeam
Carya cordiformis	Bitternut Hickory
Corylus colurna	Turkish Filbert
Catalpa speciosa	Northern Catalpa
Fagus	Beech (both North American and European)
Ginkgo biloba	Ginkgo (only male trees permitted)
Gleditsia triacanthos inermis	Honeylocust, thornless or ‘Imperial’ or ‘Skyline’
Gymnocladus dioicus	Kentucky Coffeetree
Juglans nigra	Black Walnut

<i>Liriodendron tulipifera</i>	Tuliptree (best grown w/ sprinkler system)
<i>Phellodendron amurense</i>	Amur Corktree
<i>Quercus rubra</i>	Red Oak
<i>Quercus palustris</i>	Pin Oak
<i>Tilia x euchlora</i>	'Redmond' Linden
<i>Tilia platyphyllos</i>	Bigleaf Linden

TABLE 5: Ornamental Tree List

Ornamentals	Common Names
<i>Acer ginnala</i>	Maple, Amur
<i>Acer tataricum</i>	Tatarian Maple (similar to Amur Maple)
<i>Amelanchier</i>	Serviceberry or Juneberry
<i>Carpinus caroliniana</i>	American Hornbeam
<i>Cornus alternifolia</i>	Pagoda Dogwood
<i>Crataegus spp.</i>	Hawthorne 'Winter King' or 'Washington'
<i>Maackia amurensis</i>	Amur Maackia
<i>Malus baccata columnaris</i>	Crabapple, Columnar Siberian
<i>Malus</i> (various species)	Crabapple, flowering – Varieties; Dolgo, Flame, Radiant, Red, Silver, Red Splendor
<i>Ostrya virginiana</i>	Ironwood (aka – American Hophornbeam)
<i>Prunus cerasifera</i>	'Newport' Plum, Newport
<i>Prunus maackii</i>	Amur Chokecherry
<i>Prunus triloba</i>	Plum, flowering or Rose Tree of China
<i>Prunus virginiana</i>	'Schubert' Chokecherry, Schubert's
<i>Syringa reticulata</i>	Japanese Tree Lilac

TABLE 6: Coniferous Tree List

Conifers	Common Names
<i>Abies balsamea</i>	Fir, Balsam
<i>Abies concolor</i>	Fir, Concolor
<i>Larix laricina</i>	Tamarack
<i>Picea abies</i>	Spruce, Norway
<i>Picea glauca</i>	Spruce, White
<i>Picea glauca densata</i>	Spruce, Black Hills
<i>Picea pungens</i>	Spruce, Colorado Green
<i>Picea pungens</i>	'Glaucous' Spruce, Colorado Blue
<i>Pinus nigra</i>	Pine, Austrian
<i>Pinus ponderosa</i>	Pine, Ponderosa (may not be hardy)
<i>Pinus resinosa</i>	Pine, Norway (aka – Red Pine)
<i>Pinus strobus</i>	Pine, White
<i>Pinus sylvestris</i>	Pine, Scotch
<i>Pseudotsuga menziesii</i>	Fir, Douglas
<i>Thuja occidentalis</i>	Arborvitae
<i>Thuja occidentalis</i>	'Techny' Techny Arborvitae

TABLE 7: Permitted Trees Not Meeting Landscaping Requirements

Allowed – but not used to meet requirements	
<i>Acer saccharinum</i>	'Silver Queen' Maple, (still weak limbs/large roots)
<i>Aesculus glabra</i>	Ohio Buckeye (questionable – mildew, blight, leaf scorch all of which may disfigure)
<i>Betula papyrifera</i>	Birch, Paper (questionable – birch borer – understory)

Elaeagnus angustifolia	Russian Olive
Morus (Rubra and Alba)	Red and White Mulberry
Populus tremuloides	Quaking Aspen
Quercus bicolor	Oak, Bicolor (recategorized because it prefers clay soil)
Robinia pseudoacacia	Black Locust
Salix	Willow
Ulmus Americana	American Elm (recategorized – Dutch Elm Disease)
Rhus	Sumac

TABLE 8: Prohibited Trees

Not allowed to be planted within the City	
Acer negundo	Boxelder
Betula pendula	‘Dalecarlica’ Birch (aka – cut leaf weeping)
Rhamnus	Buckthorn
Ulmus pumila	Siberian Elm
Populus	Poplar
Populus deltoids	Cottonwood

2. All properties shall provide one (1) tree per fifty (50) feet of lot frontage, or fraction thereof.
 3. Deciduous trees shall be two and one-half (2.5) inches in diameter and Coniferous/Evergreen trees shall be six (6) feet in height above the root ball at the time of installation.
 4. All trees shall be measured according to American Standards for Nursery Stock.
 5. No more than fifty (50) percent of the required trees provided on the property may be of the same species.
 6. Underground sprinkler systems.
 - a. Sprinkler systems shall be provided as part of each new development for all landscaped areas, except those areas on the property that will be preserved in their natural state.
 - b. Single-family and two-family dwellings as well as additions to existing structures, in which the addition will not exceed the floor area of the existing structure, are exempt from this provision.
 - c. On all lots, the City may permit alternative landscaping options, which may not require an irrigation system. Such alternative options shall be reviewed by the Planning Commission. Alternative landscape options include, but are not limited to, rock gardens, natural prairie grass, and rain gardens.
 7. Tree Preservation Requirements.
 - a. A reasonable attempt shall be made to preserve as many existing trees as practicable on a property.
 - b. Existing trees identified to be preserved shall be protected by orange snow fencing. The fencing shall be installed at the dripline and shall remain in place throughout the construction process, from excavation to the completion of the landscaping.
 - c. No construction materials or equipment shall be located within the fenced area. Grade changes within the fenced area are prohibited. Soil compaction in the critical root zone or damage to trunks or limbs shall be avoided.
 - d. Should the property owner, developer, or homeowner fail to install or maintain tree protection fencing; existing trees located on the property shall not be counted towards the landscaping requirements.
- C. Residential Requirements. In addition to the general requirements noted, properties located within residential districts, shall be subject to the following regulations.
1. Soil Requirements. All disturbed areas that are not planned to receive an impervious surface shall be graded and finished with a minimum layer of four (4) inches of Premium Topsoil that is screened, pulverized and in compliance with the requirements as defined by MNDOT specifications Section.

- a. The topsoil shall be hauled from a pre-approved source certified by the Minnesota Department of Transportation or the material shall be tested by an independent laboratory hired by the applicant. Any material tested that is not within MNDOT standards will be considered not in compliance and rejected from use within the City limits.
 - b. A certificate or written verification shall be provided to the Building Official, which includes the name of the certified site in which the soil was purchased, the type of soil, and the purchase date.
 - c. No credit will be given for soil thickness associated with the soil attached to the root zone of sod rolls. Any area receiving sod shall be graded with four (4) inches of premium topsoil before the sod is placed.

2. Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. The Building Official may waive this requirement upon inspection of the property.
3. Tree Requirements. The following quantity and type of trees are required.
 - a. All residential properties shall provide a minimum of two (2) trees.
 - b. Residential lots exceeding 8,000 square feet in area shall provide a minimum of three (3) trees upon the property. Corner lots and lots exceeding 12,000 square feet in area shall provide a minimum of four (4) trees.
 - c. When calculating the number of required trees, whether based upon lot area or lot frontage, the greater of the two shall be provided.
 - d. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species. Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.
4. Tree Location.
 - a. Each tree shall be planted a minimum of five (5) feet from the public right-of-way.
 - b. The majority of trees shall be planted in front of the primary structure. For corner lots, trees may be planted along the secondary street frontage.
5. Tree Substitutions.
 - a. Conifers and deciduous trees found on the City's Secondary Tree list may be substituted for a Primary Tree at a ratio of 3:2.
 - b. If smaller trees are utilized, one and one-half (1.5) inch Primary Trees may be substituted at a ratio of 2:1 for full-sized trees.
 - c. Secondary or Ornamental trees, one and one-half (1.5) inches in diameter or four (4) foot tall conifer trees may be substituted at a ratio of 3:1 for required full sized Primary trees.
6. Maintenance of Landscaping.
 - a. The owner or tenant shall be responsible for the maintenance of landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris.
 - b. Trees and ground cover that are required by this Ordinance or by an approved site or landscape plan and which have died or have been removed shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.

- D. Non-Residential Requirements. In addition to the general requirements noted, properties located within non-residential districts, shall be subject to the following regulations.
 1. Minimum Landscaping Requirements. All open areas of a lot which are not used or improved for required building areas, parking areas, building expansion areas, drives, sidewalks, storage, or similar hard surface materials shall be landscaped with a combination of sod, overstory trees, understory trees, shrubs, flowers, ground cover materials and/or other similar site design features or materials in a quantity acceptable to the City.

2. Parking Lot Landscaping.
 - a. All parking lots containing over fifty (50) stalls shall be designed to incorporate unpaved, landscaped islands in number and dimension as required by the City. All landscape islands shall contain a minimum of 180 square feet.
 - b. Islands, which are necessary to promote the safe and efficient flow of traffic shall be in addition to those required for parking lots with over fifty (50) stalls and shall be required by the City when warranted.
 - c. Parking lot landscape areas, including landscape islands, shall be reasonably distributed throughout the parking lot area so as to break-up expanses of paved areas.
 - d. Parking lot landscape areas shall be provided with deciduous shade trees, ornamental trees, evergreen trees, ground cover, mulch and/or shrubbery as determined appropriate by the City Council. Parking lot landscaping shall be contained in planting beds bordered by raised concrete curbs. Alternative landscape options may include, but are not limited to natural prairie grass or rain gardens.
3. Maintenance of Landscaping. The owner, tenant, and their respective agents shall be responsible for the maintenance of all landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris. Plants and ground cover that are required by an approved site or landscape plan and which have died shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.
4. Soil Requirements. A minimum of four (4) inches of topsoil shall be provided upon all lots.
5. Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. The Building Official may waive this requirement upon inspection of the property.
6. Tree Requirements.
 - a. Landscaping shall provide for an appropriate mix of plantings around the exterior footprint of all buildings. Landscaping shall improve the appearance of the structure and break up large unadorned building elevations. Plantings are not intended to obscure views of the building or accessory signage.
 - b. Where undeveloped or open areas of a site are located adjacent to a public right-of-way, the plan shall provide for deciduous trees. A minimum of one (1) tree per fifty (50) feet of street frontage is required. The City may approve an alternative if such alternative appears to meet the intent of this article.
 - c. In addition to deciduous and coniferous trees; shrubs, ornamental trees, perennials and annual flowers and bulbs as well as ornamental grasses and ground cover shall be used to compliment the landscape plan.
 - d. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species. Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.

**CITY OF ISANTI
ISANTI COUNTY, MINNESOTA
DEVELOPMENT AGREEMENT
LEGACY PINES
(Phase 1)**

THIS AGREEMENT (the “Agreement”), is made and entered into this 7th day of NOVEMBER, 2018, between the **CITY OF ISANTI**, a Minnesota municipality organized under the laws of the State of Minnesota (hereinafter referred to as “City”) and **Odyssey Homes, Inc.**, a Minnesota corporation (hereinafter referred to as “Developer”).

RECITALS:

WHEREAS, the City Council of the City has, by Resolution No. 2018-215, on September 18, 2018 approved a revised Preliminary Plat, known as "Legacy Pines (“The Preliminary Plat”). As to the real property covered by the Preliminary Plat, this Development Agreement is in conformance with the Master Development Agreement, Villages on the Rum Third Addition, 2nd Replat, dated August 17, 2010, as filed with the County Recorder of Isanti County, Minnesota, as Document No. 410672 (the “Existing Agreement”). In cases where there is variance between the two Development Agreements, the terms of this agreement supersedes the Existing Agreement; and

WHEREAS, the Final Plat of Legacy Pines, which is the first phase of this development, contemplates development of approximately 17.12 acres of real property into 49 residential housing units ("Lots"); and

WHEREAS, the Final Plat of Legacy Pines included Outlot A of approximately 45 acres, said outlot is contemplated for future residential development phases of Legacy Pines, and Developer has agreed to and will provide such temporary easements for street, utility, drainage, cul-de-sac purposes upon, over and across said Outlot A containing such provisions as the City may request and require in order to access and service adjacent properties, in a form to be approved by the City; and

WHEREAS, it is the policy of the City to enter into development contracts as contemplated in Minnesota Statutes 462.358, Subd. 2(a); and

WHEREAS, the City and Developer desire to set forth their respective rights and obligations in this Agreement.

NOW, THEREFORE, in consideration of the Recitals, the premises and of the mutual promises and conditions contained herein, it is agreed by the City and the Developer as follows:

1. Development Agreement Provisions. Subject to such changes as may be agreed between the City and the Developer(s), the Preliminary Plat and all subsequent Final Plats to follow shall include the following provisions:

2. Escrow for City Costs and Fees. Developer shall, contemporaneously with execution of each Development Agreement, deposit with the City an escrow of \$5,000.00 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. A separate escrow will be established with the Developer for each Final Plat. All fees and costs incurred by the City in connection with each Final Plat of the Development shall be charged against said escrow account which shall remain in effect until the completion of the Development Phase. Any funds remaining in the escrow account(s) after the completion of the applicable Final Plat shall be refunded to the Developer. During the final plat process, in the event that the escrow account is depleted, the Developer shall post additional sums of money to replenish the account to a

maximum of \$5,000.00 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.

3. Road Dedication. Each Final Plat (each a "Plat" or a "Final Plat") shall dedicate to the City for roadway and utility purposes all land within the Development located within thirty (30) feet from the centerlines of the following roads in accordance with the Final Plat:

- a. Bellaire Boulevard NW
- b. Moline Loop NW
- c. Bluebird Way NW

4. Developer Installed Municipal Improvements. The Developer shall construct the following described municipal improvements for the Development, which are hereinafter collectively called "Developer Installed Municipal Improvements." The Developer Installed Municipal Improvements shall be constructed at the Developer's expense and in accordance with City requirements and specifications. The Developer shall engage at its own expense a registered professional civil engineer to prepare plans and specifications for the Developer Installed Municipal Improvements. These plans shall be submitted to the City for review and be approved by the City Engineer. The Developer agrees to City inspection of all Developer Installed Municipal Improvements and payment for said inspection services.

- a. The Developer shall construct and/or be responsible for the installation of sanitary sewer, water mains, storm sewer systems, and bituminous streets, with concrete curb and gutter, street lights, sidewalks and trails. Watermain systems shall be looped.
- b. The Developer shall provide adequate off-street parking on all lots abutting on cul-de-sacs, or termination turnarounds, so that the City can prohibit on-street parking if necessary for safety and maintenance purposes.

- c. Where grading is required, soils inspection and compaction testing shall be conducted by a registered professional engineer on all areas where soil has been disturbed. All grading shall be done in accordance with a Grading Plan approved by the City Engineer. A minimum of one (1) compaction test shall be obtained for every two (2) foot increment of fill that is placed. A summary of all inspections and compaction tests shall be provided to the City upon completion of the grading. The Developer shall provide a 79G, final compaction report for each lot that has more than two (2) feet of fill. It is recognized that the property may have been rough graded prior to the date of the Development Agreement.
- d. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground where possible within platted utility easements or roadway rights-of-way.

5. Erosion Control. Soil stabilization shall be employed throughout each Plat as required to insure the integrity of the soils. The Developer shall use topsoil, mulching, seeding, silt fence, and other such means as are approved by the City to prevent erosion of the soils. An erosion control plan shall be submitted by the Developer and approved by the City Engineer before a grading permit is issued for the Development. Before any grading is started on site, all erosion control measures, as shown on the erosion control plan approved by the City, shall be installed. The Developer shall be responsible for compliance with the approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be the Developer's responsibility. Work to correct said unsatisfactory condition shall commence within forty-eight (48) hours from the time of the telephone notice. If said work is not commenced within forty-eight (48) hours of said telephone notice, the City is hereby given the right to enter upon the property and to 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, the Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If the Developer does not immediately respond to said unsatisfactory condition, the City is

hereby given the right to enter upon the property and correct said condition at the expense of the Developer. The City shall be entitled to all of its reasonable costs and expenses associated with correction work done under this paragraph, including, but not limited to legal, fiscal and engineering costs. The City may at its option invoice the said costs for direct payment from the Developer or proceed to draw on the Developer's escrow established under paragraph 7 or the financial guarantee provided under paragraph 19. The erosion control plan shall be in accordance with the Minnesota Pollution Control Agency's NPDES Phase II requirements.

6. Street Cleaning: The Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Development. A copy of said contract shall be submitted to and approved by the City, in its discretion, prior to the issuance of a grading permit. This contract shall be submitted to and approved by the City prior to the issuance of a grading permit. This contract shall name the City as an authorized agent to order street cleaning services, as the City deems necessary. The Developer shall pay for the cost of the street cleaning under the contract. During development of the Plat, the Developer shall keep the streets adjoining its Development free of dirt and debris caused by its Development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Development, the City is hereby authorized to immediately commence street cleaning operations if the streets are not cleaned by the Developer by 3:30 p.m. the day after the day of the violation. If conditions are such that street cleaning operations are immediately necessary, the City may perform the necessary street cleaning. The City will then bill the Developer for all associated street cleaning costs. Failure to reimburse the City for street cleaning costs within ten (10) days of such billing will result in the City drawing funds from the Developer's escrow established under paragraph 2 or the financial guarantee provided under paragraph 14.

7. Stormwater: The Developer shall construct storm sewer, swales, and/or such other storm water drainage devices as shall be necessary to control drainage within the Plat. A storm water drainage plan must be submitted to the City and approved by the City and the

City's Engineer before any work is done within the Plat. Storm water systems shall be designed based on 100 year high water levels. No storm water retention or pond areas shall be constructed on residential lots. Drainage easements shall be given so as to cover storm water conveyance needs. The Developer shall construct any required drainage and retention ponds in Outlot areas and shall convey title to the Outlots upon which the ponds are constructed to the City. Said conveyance shall be free and clear of any taxes due and, if recorded after the county cut off period for converting property to tax exempt status, the Developer shall be responsible for all taxes the following year. The Developer shall maintain all drainage area easements on each Lot and no improvements, landscaping or grading shall be permitted in drainage area easements which would interfere with drainage.

8. Sidewalks/Trails: The Developer shall build all required sidewalks and trails located within the Development according to the approved plans associated with the Development.

9. Street Lights: Street lights shall be installed within the Plat according to a lighting plan, which will first be approved by the City Engineer. The Developer shall also submit a street lighting plan to Connexus Energy for its review, comment and approval. The installation of the street lights shall be coordinated with Connexus Energy so that the street light system is installed, constructed and operated in such a manner as will harmoniously exist with other street lights within the area. Lights shall be placed on Bellaire Boulevard NW, Moline Loop NW and Bluebird Way NW. Street lights must be installed prior to acceptance of the municipal improvements and the beginning of the warranty period.

10. Street Repair: It is anticipated that heavy construction equipment will be using City and County roads to access each Plat, including, but not limited to, Isanti Parkway NW, Bellaire Boulevard NW, Whiskey Road NW, Moline Loop NW and 3rd Avenue NW. The Developer shall be responsible for the reconstruction and/or repair of said street(s) identified as damaged by the City of Isanti following completion of construction within

the Plat. Said reconstruction shall return the street(s) to an equal or better condition than existed prior to commencement of the Development. Plans for such work shall be approved by the City Engineer prior to commencement of reconstruction or repair work. The Developer shall instruct all construction crews to ensure that the properties adjacent to this Plat have access to their property at all times during construction.

11. Schedule: All work for the Developer Installed Municipal Improvements, including street, sanitary sewer, storm sewer, and municipal water, shall be done subject to the approval of the City in accordance with City standards and requirements. All Developer Installed Municipal Improvements shall be fully completed to the reasonable satisfaction and approval of the City by the target date, which will be set for each Final Plat of the Development, subject to unavoidable delays. For the purposes of each Development Agreement, "unavoidable delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fires or other casualty to the Developer Installed Municipal Improvements, litigation commenced by third parties which by injunction or other similar judicial action that directly results in delays, or acts of any Federal, State or local government unit that results in delays, or any unforeseen circumstances beyond the Developer's reasonable control.

12. Notice to Proceed: The Developer agrees not to commence any grading, utility or street work within the Development until first receiving a written "Notice to Proceed" from the City Engineer.

13. Warranty of Improvements: The Developer represents and warrants that all of the Developer Installed Municipal Improvements made shall be guaranteed to be properly functioning as designed for a period of two (2) years following acceptance by the City of the Developer Installed Municipal Improvements ("Warranty Period"). In the case of any material or labor that is supplied and that is reasonably rejected by the City as defective or unsuitable, then the rejected materials shall be removed and replaced with approved material, and the rejected labor shall be done anew to the reasonable satisfaction and approval of the City at the sole cost and expense of the Developer. In any event, none of

the Warranty Periods identified herein shall begin to run until all of the Developer Installed Municipal Improvements have been approved and accepted by the City. If the Developer does not proceed to correct or repair improvements under this section once notified by the City, it shall be considered an Event of Default under the Development Agreement. The Developer shall post a warranty bond to guarantee completion of warranty items.

14. Financial Guarantee: The Developer shall provide a financial guarantee to the City, in the form of a cash escrow, letter of credit or surety bond in the amount equal to one hundred twenty five percent (125%) of the estimated amount of the required Developer Installed Municipal Improvements to be completed in the Phase(s) of the Development. The form of such financial guarantee shall be at the option of the Developer subject to the City's approval of the documentation evidencing the guarantee. Any letter of credit shall be from a FDIC insured financial institution approved by the City. Any surety bonds shall be in a form and from an entity approved by the City. The City's Engineer shall calculate the estimated cost of completion of the Developer Installed Municipal Improvements for each Phase of the Development. One hundred twenty five percent of that amount will be required as a financial guarantee. Except as hereinafter provided, the City shall have the right to retain the financial guarantee until the Developer Installed Municipal Improvements have been completed to the satisfaction of the City. The Developer has a right to request reduction of the escrow, surety bond or letter of credit amount as work on the Developer Installed Municipal Improvements progresses. Specifically, the Developer shall send a written request to the City's Engineer for a specific reduction in the amount of the escrow, surety bond or letter of credit. The City Engineer shall review that request and make a recommendation to the City as to whether or not the escrow, surety bond or letter of credit should be reduced and if so, to what amount. The City shall then decide whether or not to reduce the escrow, surety bond or letter of credit. The City, however, will not reduce the escrow, surety bond or letter of credit, below 20% of the estimated cost of the Developer Installed Municipal Improvements until after submittal of record plan documents as required by paragraph 25, or below ten percent (10%) of the total construction cost of the Developer Installed

Municipal Improvements until two (2) years following acceptance of the Developer Installed Municipal Improvements. At that point, the escrow, surety bond or letter of credit shall be released or refunded, as the case may be, assuming no warranty work remains to be done.

15. Signs, Signals, & Markings. All costs associated with said markings, signs and signals are to be borne by the Developer. Placement of signage, whether on a temporary basis for construction, or on a permanent basis as part of the Development, shall be as directed by the City Engineer.

16. Lowest Floor Elevations. No building shall be constructed on any of the Lots herein unless the lowest floor elevation is at least two (2) feet above the 100-year flood elevation or two (2) feet above the high groundwater elevation, whichever is greater, for the subject property. Additionally, the lowest floor elevation shall be specifically referenced and designated, for each Lot, on a certificate of survey, which survey shall be provided to the City before any building permits are issued.

17. House Sizes and Locations. The house sizes and locations for those houses shall be in accordance with the Housing Size Location Plan. The following Lots/Blocks will be subject to and are approved for the following house and garage sizes:

- a. Lots 1-13, Block 1 and Lots 1-10, Block 2 will be required to have a minimum of 1200 square feet of livable floor space above grade with a 600 square foot minimum floor area for the attached garage.
- b. Lots 1-16, Block 4, Lots 1-10, Block 3 will be required to have a minimum of 960 square feet of livable floor space above grade with a 400 square foot minimum floor area for the attached garage.

18. Park Fee. The City has a policy to build up a capital account for future park acquisition and development by means of a park dedication fee. For each Final Plat of the Developer agrees to pay a park dedication fee based on the number of residential

units. Park Fees for Final Plats approved shall be as per the City Fee Schedule. Fees to be paid before the City signs the Final Plat.

19. Signal Light Fee: For each Phase of the Development, the Developer shall contribute a signal light fee based on the number of residential units (Lots). Signal Light fees for Final Plats approved after that date shall be as per the City Fee Schedule. Fees to be paid before the City signs the Final Plat.

20. Trunk Utility Charge: For each Phase of the Development, the Developer shall pay a utility trunk charge based on the number of residential units (Lots) as per the City Fee Schedule. Trunk Utility fees for Final Plats approved after that date shall be as per the City Fee Schedule. Fees to be paid before the City signs the Final Plat.

21. Agency Approval. The Developer agrees to submit the utility plans, or any portions thereof, to all appropriate federal, state, county or local governing agencies or bodies for their written approval.

22. Plat Conditions. All general and special conditions, plans, special provisions, proposals, specifications and contracts for the Plat shall be and hereby are made apart of this Agreement by reference as if fully set out herein in full.

23. Miscellaneous Provisions. The Developer specifically understands that approval for Legacy Pines, Phase 1 is given subject to the following requirements:

- a. The Final Plat must be submitted by the Developer to the City for recording (and the Mylar “hard shells” must be fully executed) within one hundred twenty (120) days of the Council motion giving Final Plat approval or else said approval shall be null and void. The Developer will pay for all costs pertaining to Plat recording. The Developer shall also submit the Final Plat and “as constructed street and utility plans” in electronic format. The electronic format shall be the most current version of AUTOCAD in NAD 83 Isanti County Coordinates for mapping purposes.

- b.** Final Plat approval shall be contingent upon compliance with grading, storm water drainage, and utility plan approval by the City.
- c.** All applicable conditions of Plat approval must be met before any deeds are stamped for recording and prior to the recording of the Final Plat at the Isanti County Recorder's Office.
- d.** No building or other permits shall be issued, until the Final Plat has been recorded with the Isanti County Recorder; all street signs have been erected by the Developer (as determined by the City); and curb, gutter and the bituminous base course has been placed. This provision specifically requires that the surface water drainage system must be completed and functioning to the satisfaction of the City.
- e.** Each Single Family structure in future Phases shall meet the square footage requirements for the home and garage, and setback requirements per the Planned Unit Development and all applicable City Code and Ordinance requirements
- f.** The Developer shall pay all fees relating to this subdivision, including the cost of recording documents relating to Developer's responsibilities hereunder with Isanti County.
- g.** Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- h.** Drainage and erosion control methods for this development shall be completed prior to the City accepting the roadway or the Developer Installed Municipal Improvements. All work shall be inspected by the City to insure that it complies with City standards. The Developer is responsible for complying with the provisions of the MPCA's NPDES Stormwater Permit. Where the MPCA and City requirements differ, the more stringent or restrictive requirement shall govern.
- i.** The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- j.** The Developer shall remove all temporary soil stabilization and erosion control devices, such as silt fencing, before the escrow held by the City is returned to the Developer.

- k.** No material deviations from the approved Final Plat and or construction plans shall be allowed unless approved in writing by the City.
- l.** The Developer shall dedicate either street and utility easements or City street and utility right-of-way for the extension of Bellaire Blvd NW to Whiskey Rd NW, and install a water main at Developer's cost.
- m.** The Developer shall dedicate temporary cul-de-sac easements and install a temporary bituminous cul-de-sac at the end of Phase 1 paved roads, built to City standards.
- n.** The Developer shall provide the City with legal descriptions of all parcels of land that are to be subdivided as a part of this project.
- o.** A certificate of survey shall be provided by the builder to the Building Inspector for each Lot at the time a building permit is requested for that Lot. The Developer shall also provide to the City a certificate indicating that all Lots in the Development are graded as per the grading plan submitted.
- p.** The Developer shall provide on-site a sufficient number of portable outhouses to be available for the persons who will be working on-site.
- q.** During the installation of the Developer Installed Municipal Improvements, Developer shall remove all tree waste; junk, miscellaneous debris, junk vehicles, and any other personal property from land still owned by Developer pursuant to the City Code and shall seal wells as directed by the State of Minnesota.
- r.** Deed restriction shall advise owners of all lots of the requirements of this Development Agreement as follows: THE LAND WITHIN THIS PLAT, INCLUDING THE LAND CONVEYED HEREIN, IS BOUND BY RESTRICTIONS IN A DEVELOPMENT AGREEMENT. SAID DEVELOPMENT AGREEMENT IS ON FILE AT THE OFFICE OF THE ISANTI COUNTY RECORDER FILED AS DOCUMENT NO. _____.
- s.** The Developer is responsible for the installation of mailboxes according to the United States Postal Service regulations. The Developer shall work with the local Postmaster to identify mailbox locations. The mailboxes must be installed before a Certificate of Occupancy is issued.

24. Special Provisions. The following shall apply:

- a. Tree Preservation Plan** – A Tree Preservation Plan shall be prepared by the Developer and approved by the City for portions of the Development that have significant or specimen tree stands. Such plan shall show the location of homes and grading of those Lots, so as to protect as many of these trees as possible.
- b. Planned Unit Development** – The Development is approved by the City as a Planned Unit Development, in which the conditions of such approval, authorized in City Council Resolution 2010-111, shall apply.
- c.** The Developer agrees to pay liquidated damages to the City if any Lot, upon which a home has been built, has a real estate closing to an individual intending to use such home as a residence before a certificate of occupancy has been issued for that Lot and/or before all Developer Installed Municipal Improvements within the Plat are certified as being substantially completed by the City. Specifically, the Developer agrees to immediately pay to the City liquidated damages in the amount of one thousand dollars (\$1000.00) for each such closing which occurs in violation of this paragraph. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to in paragraph 19 as security for payment of any liquidated damages owed to the City. The City reserves the right to not issue a Certificate of Occupancy in addition to liquidated damages until all Developer Installed Municipal Improvements are certified as being substantially complete.
- d.** The Developer agrees to pay liquidated damages to the City, in the amount of five hundred dollars (\$500.00), if the Developer encroaches upon any City road right-of-way or utility easement without first obtaining a written permit from the City expressly authorizing said encroachment. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to above as security for payment of any liquidated damages owed to the City.
- e.** Sodding and Seeding Requirements. All boulevards, public areas, and storm water drainage areas shall be initially seeded and stabilized at completion of mass grading operation by the developer. Prior to issuance of a certificate of occupancy of a single-family residence, it shall be the responsibility of the builder or home

owner to install sodding in all lot front yards, side yards, and back yards per City Zoning Ordinance. Said sodding shall be complete, established and growing within sixty (60) days of issuance of a Certificate of Occupancy, except that, if the Certificate of Occupancy is issued between the dates of October 1 and May 1, then the sodding required herein shall be complete, established and growing no later than July 1 of the following year with the appropriate escrow established for the lot.

(1) All Lots shall receive four (4) inches of premium top soil (as defined by MNDOT, from a source approved by the City Engineer) prior to sodding, in accordance with City Ordinance 445, Zoning Ordinance.

(2) All seeded areas in the development shall be tilled to loosen compacted soils and receive 4 inches of topsoil. MNDOT #25 seed mix shall be used for all constructed storm water ponds and replacement areas.

25. Record Information Requirements. Following completion of all development activities, the Developer shall provide to the City “as-built” plans for all Developer Installed Municipal Improvements and land within the Plat. This information shall be provided to the City by two (2) printed copies, one (1) mylar “hardshell” and one (1) in an electronic GIS file format acceptable to the City Engineer. Such record drawings shall be submitted by the Developer and approved by the City Engineer, prior to the City accepting the Developer Installed Municipal Improvements and starting the warranty period. As-built information shall include:

- a. Topography in two-foot contour intervals.
- b. Water System facility information, including:
 - (1) Location, size and depth of all mains;
 - (2) Location and type of all valves; and,
 - (3) Location of all hydrants.
- c. Sanitary sewer facilities information, including:
 - (1) Location, size and depth of all mains;
 - (2) Location and invert elevations of all manholes; and,
 - (3) Location, size and depth of all lift stations.

d. Storm sewer facilities information, including:

- (1) Location, size and depth of all storm sewers;
- (2) Location and invert elevations of all manholes; and,
- (3) Location, type and outflow elevations of all storm water control structures.

e. Flood plain boundaries.

f. Ordinary high water elevation for all water bodies.

g. Location of all easements and restrictive covenants.

h. Location of all road rights-of-way.

i. Location of all streets, sidewalks and trails.

j. Location and description of all surveying monuments.

k. The Developer shall also provide such other information regarding the Plat as is reasonably requested by the City.

26. Warranty of Title. The Developer warrants and represents to the City that it is the fee owner of the land described in the Plat and that it has authority to execute the Development Agreement and agree to the conditions hereof. The Developer also represents and warrants that the use for which this Development is sought will not violate any restrictive covenants applying to the property.

27. Lien Waivers – Copies of signed and recorded lien waivers are required from each of the Developer's Contractors and Subcontractors. The Lien Waivers shall be submitted to and approved by the City Engineer prior to accepting the Developer Installed Municipal Improvements and starting the warranty period.

28. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and conditions hereof shall run with the land described herein and be binding on and inure to the benefit of the heirs, representatives and assigns of the parties hereto, and shall be binding upon all future owners of all or any part of the subdivision, and shall be deemed covenants running with the land. Reference herein to the Developers, if there be more than one, shall mean each and all of them. This Agreement shall be placed of

record so as to give notice hereof to subsequent purchasers and successor owners. The cost of said recording shall be borne by the Owner.

29. Restrictions on Transfer/Indemnification.

a. Indemnification. The Developer agrees to defend and hold the City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorney's fees, arising out of actions or omissions by the Developer, its employees and agents, in connection with the Development.

b. Enforcement by City; Damages. The Developer acknowledges the right of the City to enforce the terms of the Development Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. The Developer also acknowledges that its failure to perform any or all of its obligations under the Development Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of the Development Agreement.

30. Hold Harmless Agreement. The Developer acknowledges that its failure to control erosion in accordance with the plans and exhibits as contained herein may cause flooding and/or damage to adjoining property owners. In such event, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties or the Developer for damages arising out of such flooding and/or damages.

Further, in the event the City undertakes any corrective actions to prevent or minimize any such flooding and/or damage, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties for damages arising out of said corrective action by the City, and agrees to reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to, any cost necessary to re-landscape disrupted soils located within the Development.

31. Insurance. The Developer will provide and maintain or cause to be maintained at all times during the process of construction of the Developer Installed Municipal Improvements until six (6) months after acceptance of all Developer Installed Municipal Improvements and, from time to time at the request of the City, furnish with proof of payment of premiums on:

- 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 work of any of its subcontractors. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$200,000.00 for each occurrence. The City, City Engineer, and Developer's Engineer shall be additional named insureds on said policy. The Developer shall file a copy of the insurance coverage with the City.
- b. Worker's compensation insurance as required by statute.

32. Events of Default.

a. Events of Default Defined. The following shall be "Events of Default" under the Development Agreement and the term "Event of Default" shall mean, whenever it is used in the Development Agreement, any one or more of the following events:

- (1) Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Developer Installed Municipal Improvements pursuant to the terms, conditions and limitations of the Development Agreement. For purposes of this Agreement, "unavoidable delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Municipal Improvements, litigation commenced by

third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays

(2) Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under the Development Agreement.

b. Remedies on Default. Whenever any Event of Default occurs, the City may take any one or more of the following:

(1) The City may suspend its performance under the Development Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Development Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

(2) The City may initiate such action, including legal, equitable or administrative action, as is necessary for the City to secure performance of any provision of the Development Agreement or recover any amounts due under the Development Agreement from the Developer, or immediately draw on the financial guarantees provided by the Developer pursuant to the Development Agreement.

(3) The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.

(4) The Developer agrees that if the escrow or financial guarantee is insufficient or terminates, the City has the right to use the special assessment process under Minnesota Statute, Chapter 429, to construct and pay for uncompleted Developer Installed Municipal Improvements or to correct and repair any improvements under warranty. This constitutes a petition to under take such public improvements under Minnesota Statutes, Chapter 429.

33. Notice and Demands. Except as otherwise expressly provided in the Development Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; to the addresses as follows:

a. Developer Odyssey Homes, Inc.
 15390 Germanium St. NW
 Ramsey, MN 55303

b. City City of Isanti
 City Administrator
 P.O. Box 428
 Isanti, MN 55040

Either party may designate an additional or another address upon giving notice to the other party pursuant to this paragraph.

34. Disclaimer of Relationship. Nothing contained in this Agreement or any Development Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of a third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

35. Receipt Acknowledgment. The City shall acknowledge receipt of the funds received at the time the Development Agreement is signed.

36. Other Provisions

a. **Modifications.** The Development Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

b. Counterparts. The Development Agreement may be executed in any number of counterparts, each one of which shall constitute one and the same instrument.

c. Judicial Interpretation. Should any provision of the Development Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation thereof.


d. Governing Law. The Development Agreement shall be construed under the laws of the State of Minnesota.

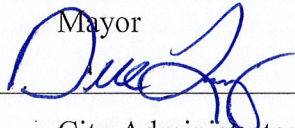
e. Severable Provisions. If any word, phrase, clause or part of this Agreement is found unenforceable, the balance of the Agreement shall remain in full force and effect.

The Remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed on the day and year first above written.

CITY OF ISANTI

By  _____

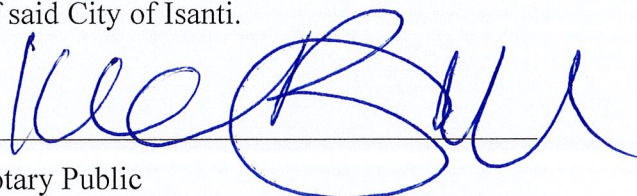
By  _____
Mayor
City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF ISANTI)

On this 8th day of NOVEMBER, 2018, before me, a Notary Public, personally appeared George A. Wimmer and Donald C. Lorsung, of the City of Isanti, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Isanti by the Mayor and City Administrator/City Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.



Notary Public



Odyssey Homes, Inc.

By Jason Bebeau
Jason Bebeau, President

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On this 31st day of OCT, 2018, before me, a Notary Public, within and for said County and State, personally appeared Jason Bebeau, to me personally known, who, being by me duly sworn did say that he is the President of Odyssey Homes, Inc., a Minnesota corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.



Anna Wegwerth
Notary Public

This document was drafted by:

City of Isanti
110 1st Avenue North
P.O. 428
Isanti, MN 55040-0428
Telephone: 763-444-5512