

**ADDENDUM TO AGENDA  
CITY OF ISANTI  
CITY COUNCIL MEETING  
TUESDAY, JUNE 1, 2021 – 7:00 P.M.  
CITY HALL**

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

**F. Proclamations/ Commendations/ Certificate Awards**

**G. Approve City Council Minutes**

**H. Announcements**

**I. Council Committee Reports**

**J. Public Hearings**

**K. Business Items**

**Community Development Director Sheila Sellman**

**ADD K.5** Resolution 2021-XXX Approving the Development Agreement for Fairway Greens North

**Parks, Recreation and Events Coordinator Alyssa Olson**

**ADD K.6** Bluebird Park Performance Center

- a.** Resolution 2021-XXX Approving Bluebird Park Lighting and Sidewalk
- b.** Resolution 2021-XXX Approving Bluebird Park Performance Center

**L. Consent Agenda**

**ADD L.8** Resolution 2021-XXX Approving the Offer for the Position of Permit Technician to Candy Conrad

**M. Other Communications**

**Adjournment**



## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Sheila Sellman, Community Development Director  
**Date:** June 1, 2021  
**Subject:** Resolution 2021-XXX Approving the Development Agreement for Fairway Greens North Phase I

---

### **Background:**

On April 6, 2021 the City approved the final plat for Fairway Greens North (Phase I). As part of the development process a development agreement is required. The applicant has reviewed the agreement and would like to discuss the escrow. Staff is requesting a \$30,000 escrow based on expenditures in developments this size and based on the amount of Engineering time for inspections and the amount of time that has already been spent on this development.

Park dedication fees are to be determined as staff is working with the City Attorney and applicant on the actual dedication of land and fees.

### **Request:**

Approve the Development Agreement for Fairway Greens North Phase I

### **Attachments:**

- Resolution 2021-XXX
- Development agreement

**RESOLUTION 2021-XXX**

**APPROVING THE DEVELOPMENT AGREEMENT FOR FAIRWAY GREENS  
NORTH PHASE I**

**WHEREAS**, Home Pride Inc has an approved final plat known as Fairway Greens North;  
and,

**WHEREAS**, a Development Agreement for Fairway Greens North (Phase I) has been prepared and reviewed by the Developer and is ready for consideration by the City Council of the City of Isanti;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Isanti, Minnesota hereby approves this Resolution with the following conditions:

- 1) A Letter of Credit in an amount approved by the City Engineer and in form approved by the City Attorney is submitted to the City.
- 2) Prior to the signing of the development agreement any outstanding escrows, fees and/or financial guarantees, as stated within the development agreement, shall be established and/or paid.

**IT IS FINALLY RESOLVED**, that the City Council of the City of Isanti, Minnesota hereby direct the Mayor and City staff to execute said development agreement.

This Resolution hereby approved by the City Council of the City of Isanti this 1<sup>st</sup> day of June 2021.

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk

**CITY OF ISANTI**  
**ISANTI COUNTY, MINNESOTA**  
**MASTER DEVELOPMENT AGREEMENT**  
**FAIRWAY GREENS NORTH (PHASE I)**

**THIS AGREEMENT (the "Agreement")**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the **City of Isanti**, a Minnesota municipal corporation (the "City") and **HomePride Inc**, a Minnesota corporation (the "Developer").

**RECITALS**

**WHEREAS**, the City Council, by Resolution No. 2021-021, on February 2, 2021, approved Preliminary Plat known as "Fairway Greens North" (the Plat); and,

**WHEREAS**, the Plat, which is the first phase of the overall Fairway Greens North development, contemplates development of real property into 167 residential housing units ("Lots") to be built in phases (Phase One – 56 lots), each of which is subject to this Agreement and their own subsequent agreement; and

**WHEREAS**, the City Council, by Resolution No. 2021-058, on April 6, 2021, approved Final Plat for Fairway Greens North Phase I; 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), development of the Plat shall adhere to the provisions set forth herein.
2. **Escrow for City Costs and Fees.** Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$30,000, to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. A separate escrow of the same amount will be established with the Developer for each Phase. All fees and costs incurred by the City in connection with each Phase 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 Phase shall be refunded to the Developer. In the event the escrow account is depleted, the Developer shall post additional sums of money to replenish the account in increments of \$10,000 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. **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, streetlights, sidewalks and trails.

- 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.
  - d. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground within platted utility easements or road rights-of-way.
4. **Erosion Control.** Soil stabilization shall be employed throughout each Plat as required to ensure 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 48 hours from the time of the telephone notice. If said work is not commenced within 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 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 2 or the financial guarantee provided under paragraph 13. The erosion control plan shall be in accordance with the Minnesota Pollution Control Agency's NPDES Phase II requirements.

5. **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 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 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 13.

6. **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 per the approved plan. 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 to cover storm water conveyance needs. The Developer shall maintain all drainage area easements on each Lot and no improvements, landscaping or grading shall be permitted in drainage area easements that would interfere with drainage.

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

Development.

8. **Streetlights.** Streetlights 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 streetlights 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. Street lights must be installed prior to acceptance of the municipal improvements and the beginning of the warranty period.

9. **Street Repair.** It is anticipated that heavy construction equipment will be using City and County roads to access the Plat. 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.

10. **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 Phase of the Development, subject to unavoidable delays. "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.

11. **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.



12. **Warranty of Improvements.** The Developer represents and warrants that all the Developer Installed Municipal Improvements made shall be guaranteed to be properly functioning as designed for a period of two 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 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.

13. **Financial Guarantee.** The Developer shall provide a financial guarantee to the City, in the form of a cash escrow or irrevocable letter of credit 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. 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, 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 Community Development Director for a specific reduction in the amount of the escrow, or letter of credit. City staff shall review that request and make a recommendation to the City Council as to whether the escrow, or letter of credit should be reduced and if so, to what amount. The City Council shall then decide whether to reduce the escrow, or letter of credit. The City, however, will not reduce the escrow, 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 23, or below 10% of the total construction cost of the Developer Installed Municipal Improvements until two years following acceptance of the Developer Installed Municipal Improvements. At that point, the escrow, or letter of credit shall be released or refunded, as applicable, if no warranty work remains to be done.

14. **Signs, Signals, & Markings.** All costs associated with markings and signs 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.

15. **Lowest Floor Elevations.** No building shall be constructed on any of the Lots herein unless the lowest floor elevation is at least two feet above the 100-year flood elevation or two 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. The developer shall provide written notice to buyers whose lots are located in the 100 year floodplain at the time a purchase agreement is executed.

16. **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 Phase the Developer agrees to pay the current park dedication fee based on the number of residential units. Park Fees for Final Plats approved shall be as per the City Fee Schedule. Park dedication fees for Phase one are to be determined, recognizing that some of the park dedication fees may be accepted in land dedication.

17. **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 shall be as per the City Fee Schedule. Fees are to be paid before any work on a Phase may begin. The fees current as of the date of this Agreement and applicable to Phase One are set forth in Exhibit B.

18. **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. Fees are to be paid before any work on a Phase may begin. The fees current as of the date of this Agreement and applicable to Phase One are set

forth in Exhibit B.

19. **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. This includes any permits or agreements for construction on/over the gas easement.

20. **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.

21. **Miscellaneous Provisions.** The Developer specifically understands that approval for Fairway Greens North is given subject to the following requirements:

- a. The Final Plat must be submitted by the Developer to the City for signatures (and the Mylar “hard shells” must be fully executed) within 120 days of the Council approval of the Final Plat or said approval shall be null and void. The Developer will pay for all costs pertaining to Plat recording and submit to the County for 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. 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.
- c. 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.
- d. 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. The following setbacks shall apply:

Front setback: 30 feet  
Side yard setback: 8 feet  
Street side yard setback: 20 feet  
Rear yard setback: 20 feet  
Accessory structure setback: 5 feet

- e. 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.
- f. Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- g. Drainage and erosion control methods for this development shall be completed prior to the City accepting the roadways or the Developer Installed Municipal Improvements. All work shall be inspected by the City to ensure 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.
- h. The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- i. 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.
- j. No material deviations from the approved Final Plat and or construction plans shall be allowed unless approved in writing by the City.
- k. 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.
- l. 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.

- m. The Developer shall provide on-site a sufficient number of portable outhouses to be available for the persons who will be working on-site.
- n. 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.
- o. 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.
- p. The bituminous wear-course shall not be placed until the following construction season from when the sanitary sewer and watermain were installed unless approved by the City Engineer.

**22. Special Provisions.** The following shall apply:

- a. **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 2021-021, shall apply.
- b. **Liquidated Damages.**
  - i. 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 \$1000.00 for each such closing that occurs in violation of this paragraph. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to in paragraph 13 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.

- ii. The Developer agrees to pay liquidated damages to the City in the amount of \$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. Liquidated damages for encroachment are not an exclusive remedy and do not preclude the City from objecting to the encroachment, demanding removal of the encroachment, or initiating legal action to remove the encroachment. In the event

- c. **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.

**23. Record Information Requirements.** Following completion of all development activities for each Phase, 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 printed copies, one mylar “hardshell” and one 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:
  - i. Location, size and depth of all mains and services;
  - ii. Location and type of all valves and,
  - iii. Location of all hydrants.
- c. Sanitary sewer facilities information, including:
  - i. Location, size and depth of all mains and services;

- ii. Location and invert elevations of all manholes; and,
  - iii. Location, size and depth of all lift stations.
- d. Storm sewer facilities information, including:
  - i. Location, size and depth of all storm sewers;
  - ii. Location and invert elevations of all manholes; and,
  - iii. 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.
- 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.

24. **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 this Agreement and agree to the conditions hereof.

25. **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.

26. **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 to give notice hereof to subsequent purchasers and successor owners. The cost of said recording shall be borne by the Developer.

**27. 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, and 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.

**28. 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.



29. **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 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.

30. **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:
  - i. 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.

- ii. 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 undertake any one or more of the following:

- i. 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.
- ii. 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.
- iii. The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.
- iv. 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 Statutes 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 undertake such public improvements under Minnesota Statutes chapter 429, and waiver of any all rights to notices, hearings and appeal under said chapter.

31. **Notice and Demands.** 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: HomePride Inc  
3495 Northdale Blvd Suite 200  
Coon Rapids MN 55011
- 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.

**32. 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.

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

**34. 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: \_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_  
City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ISANTI     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared Jeff Johnson and Jaden Strand, 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 Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.

\_\_\_\_\_  
Notary Public

**HomePride Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ of HomePride Inc. named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company and acknowledged to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

This document was drafted by:

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



## Memo for City Council

**To:** Mayor Johnson and Members of the City Council  
**From:** Alyssa Olson, Parks, Recreation & Events Coordinator  
**Date:** June 1, 2021  
**Subject:** Bluebird Park Performance Center

### **Background:**

In April 2021, it was decided at Committee of the Whole to move approval for building the Performance Center in Bluebird Park to the City Council. The original estimated budget allocated for this project was \$248,230, however increased materials and labor costs will require an increased budget for this project.

Staff received another round of updated prices on the preferred design by Cedar Forest Products labeled Band Shell #3 Kit. The unit will cost \$159,628 to purchase with shipping. This cost does not include groundwork or construction. The estimate on installation by Jeff Busby Enterprises, LLC is \$72,500. Extending electrical to the unit will cost an estimated \$15,000. Inspection, grading, and testing is estimated at \$20,500. A sidewalk will need to be installed along the perimeter of the Performance Center for ADA-accessibility. Public Works can install this sidewalk with an estimated cost of materials at \$3,300.

The revised total estimated cost to build the Performance Center is \$267,628. The estimated costs to add two lights near the sledding hill to illuminate the basin in front of the Performance Center is \$25,956, bringing the total projected cost to \$296,884. Additional funds can be allocated from Fund 920 to cover these increased costs. There is also an option to delay the sidewalk and lighting installation until next year. A temporary sidewalk would be created for accessibility until the permanent walk could be installed.

### **Performance Center Estimated Costs**

Band Shell #3 Kit	\$159,628
Site Work and Structure Fabrication	72,500
Electrical Service	15,000
Inspection, Grading & Testing	20,500
<b><u>Initial Project Costs</u></b>	<b><u>\$267,628</u></b>
Park Lighting	25,956
Walk Installation	3,300
<b><u>Optional Delay Project Costs</u></b>	<b><u>\$29,256</u></b>
<b>TOTAL Performance Center Estimated Cost</b>	<b>\$296,884</b>

### **Request:**

Staff would like direction on the following for the Performance Center:

- Approval to increase the budget limit to account for increased material and labor costs.
- Direction on project scope for which items to include in the initial project installation.
- Approval to move forward with building of the preferred design.

### **Attachment:**

- Resolution 2021-XXX Approving Bluebird Park Lighting and Sidewalk
- Resolution 2021-XXX Approving Bluebird Park Performance Center
- Memo for COW - Bluebird Park Performance Center Discussion
- Bandshell Site Plan

**RESOLUTION 2021-XXX**

**APPROVING BLUEBIRD PARK LIGHTING AND SIDEWALK**

**WHEREAS**, the City Council has identified plans to build a Performance Center in Bluebird Park; and,

**WHEREAS**, staff will need to add lighting and an ADA-accessible sidewalk for access to the Performance Center; and,

**WHEREAS**, staff has received a quote from Isanti Electric for \$25,956 to add two street lights to light the area surrounding the Performance Center; and,

**WHEREAS**, Public Works will install a 5' sidewalk around the perimeter of the Performance Center with estimated materials costs of \$3,300; and,

**WHEREAS**, the total project cost is to include a 5% contingency; and,

**WHEREAS**, the CIP has \$328,000 available for the Bluebird Park – Performance Center with the funding source 920-45300-520;

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota** to accept the quote from Isanti Electric for lighting installation services and to approve Public Works to install a sidewalk with a total project cost of \$30,750 including a 5% contingency with a funding source identified as Bluebird Park – Performance Center 920-45300-520. Authorize the City Administrator to sign for acceptance of quotes.

This resolution was duly adopted by the Isanti City Council this 1<sup>st</sup> day of June 2021.

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk



**RESOLUTION 2021-XXX**

**APPROVING BLUEBIRD PARK PERFORMANCE CENTER**

**WHEREAS**, the City Council has identified plans to build a Performance Center in Bluebird Park; and,

**WHEREAS**, staff has received a quote from Minnesota/Wisconsin Playground for \$159,628 to purchase the Band Shell #3 Kit; and,

**WHEREAS**, staff has received a quote from Jeff Busby Enterprises, LLC for \$72,500 on installation of the Band Shell #3 Kit; and,

**WHEREAS**, staff has received a quote from Isanti Electric for \$15,000 for electrical work; and,

**WHEREAS**, staff has received an estimate from Bolton & Menk of \$20,500 for inspection, grading and testing; and,

**WHEREAS**, the total project cost is to include a 5% contingency; and,

**WHEREAS**, the CIP has \$328,000 available for the Bluebird Park – Performance Center with the funding source 920-45300-520;

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota** to accept the quote from Minnesota/Wisconsin Playground for the Band Shell #3 Kit, to accept quote from Jeff Busby Enterprises, LLC for installation services, to accept the quote from Isanti Electric for electrical services, and to accept the quote from Bolton & Menk for inspection costs with a total project cost of \$281,000 including a 5% contingency with a funding source identified as Bluebird Park – Performance Center 920-45300-520. Authorize the City Administrator to sign for acceptance of quotes.

This resolution was duly adopted by the Isanti City Council this 1<sup>st</sup> day of June 2021.

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk



## Memo for COW

**To:** Mayor Johnson and Members of the City Council  
**From:** Alyssa Olson, Parks, Recreation & Events Coordinator  
**Date:** April 20, 2021  
**Subject:** Bluebird Park Performance Center Discussion

---

### **Background:**

In January 2020 the Council approved updated plans to move forward with the Amphitheater/Performance Center project in Bluebird Park. The estimated budget allocated for this project is \$248,230.

Staff recently received updated pricing on the preferred design by Cedar Forest Products labeled Band Shell #3 Kit. The unit would cost \$139,430 to purchase with shipping. This cost does not include groundwork or construction. The estimate on Site Work and Structure Fabrication by Minnesota/Wisconsin Playground is \$106,632. Electrical Service, Inspection, Walk & Testing estimated costs are \$20,500.

Staff would also recommend updates to the pre-fabricated structure plans: install a window in one of the dressing rooms to utilize the space for a rentable meeting room at an estimated cost of \$5,000 and install a centralized air unit to provide air conditioning and heat at an estimated cost of \$1,500. The total estimated cost to build the Performance Center is \$273,062.

The proposed site plan was developed to include the Performance Center, Restrooms (see attached Bolton & Menk January 10, 2020 Memorandum), and the future Splash Pad for foresight into how all facilities will work together within the Bluebird Park footprint. Staff recommends the design of each of these facilities be considered to create a cohesive look in the park and would like to recommend installing a maroon-colored roof, painting the pavilion roof to match and ensuring all future facilities match as well.

Lighting will also need to be installed at the Performance Center and at the Sledding Hill and would cost approximately \$15,000.00. This would be by installing two lights: one on each side of the sledding hill to match the lighting already in place in Bluebird Park. The recommendation from the Council in February 2021 was to wait to install lighting at the Sledding Hill until the Amphitheater was completed and both could be installed together.

### **Performance Center Estimated Costs**

Band Shell #3 Kit	\$139,430
Site Work and Structure Fabrication	106,632
Electrical Service, Inspection, Walk & Testing	20,500
Meeting Room Window	5,000
Centralized Air Unit	1,500
<b>Performance Center Estimated Cost</b>	<b>\$273,062</b>

**Bluebird Park Lighting Estimated Cost**                      **\$15,000**

**Restroom Estimated Costs*****Option #1***

Prefab Double Restroom Structure w/Concession Stand	\$125,000
Grading & Utility Extensions w/Grinder Pump	75,000

**Restroom Estimated Cost** **\$200,000**

***Option #2***

Alternate Single Vault Latrine	\$50,000
Convert Dressing Room to Concession Stand	5,000

**\$55,000**

**Request:**

Staff would like direction on the following for the Performance Center:

- Confirmation of positioning and location (revised Site Plan will be provided at meeting).
- Converting one dressing room into a functional meeting space for future rentals.
- Confirmation of color of stain and roofing.
- Installation of lighting around Amphitheater and Sledding Hill.
- Approval to increase the budget limit to account for increased material costs.
- Approval to move forward with building of the preferred design this calendar year.

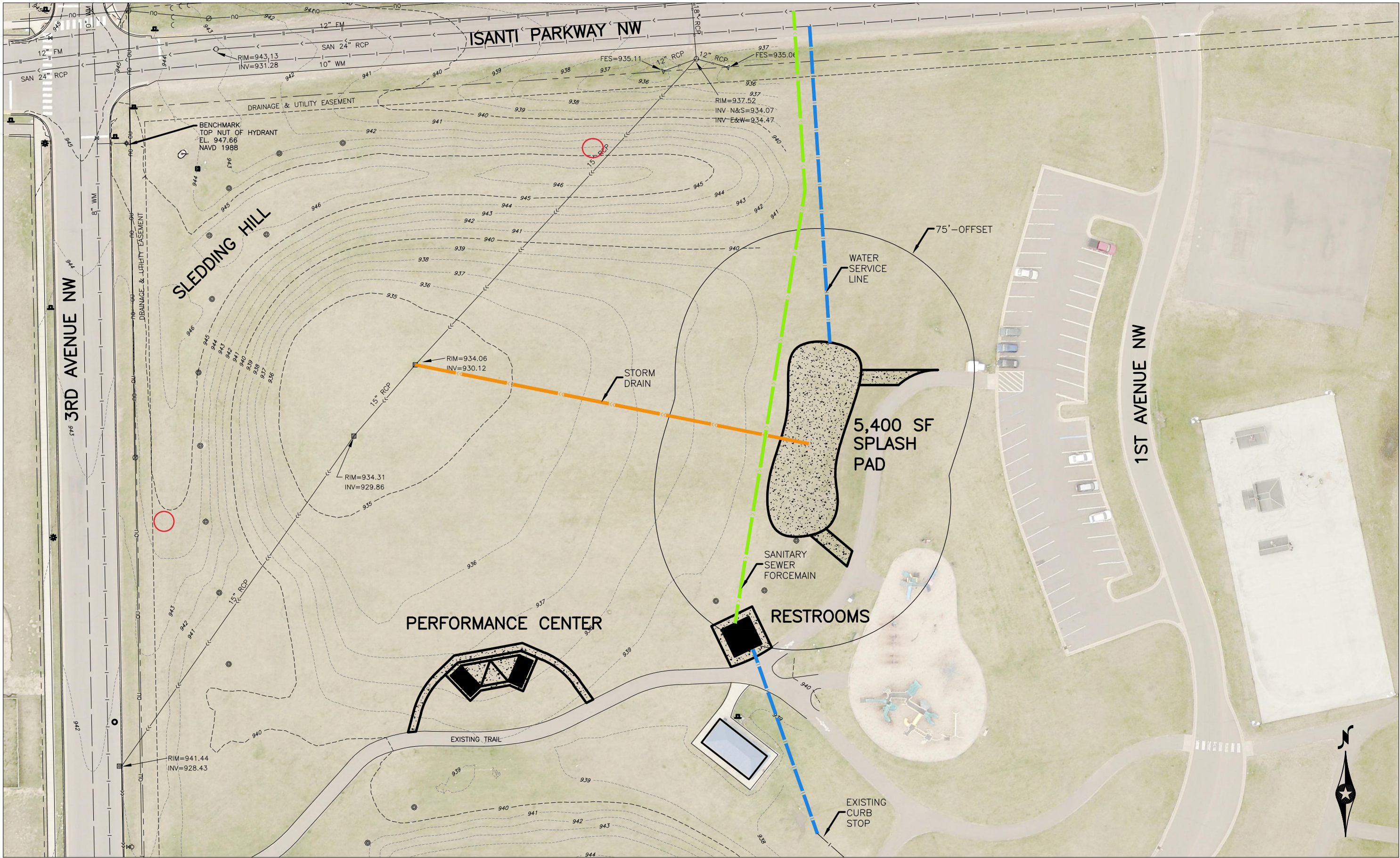
Staff would like direction on the following for Restrooms:

- Confirmation of structure style.
- Confirmation with or without attached concession stand.

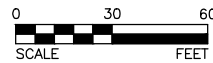
**Attachment:**

- Bolton & Menk January 10, 2020 Memorandum
- Site Map





© Bolton & Menk, Inc. 2021. All Rights Reserved.  
PLAN 123130.DWG 12/15/20 12:39:52 PM



7533 SUNWOOD DR NW, SUITE 206  
RAMSEY, MINNESOTA 55303  
Phone: (763) 433-2851  
Email: Ramsey@bolton-menk.com  
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
JWC			
DRAWN			
JWC			
CHECKED			
JWC			
CLIENT PROJ. NO.			
OR1.123130			

ISANTI, MN  
BLUEBIRD PARK BANDSHELL, BATHROOM, SPLASH PAD  
CONCEPT SITE LAYOUT



**RESOLUTION 2021-XXX****APPROVING THE OFFER FOR THE POSITION OF  
PERMIT TECHNICIAN TO CANDY CONRAD**

**WHEREAS**, the City Council of Isanti is required to approve hiring of all employees; and,

**WHEREAS**, hiring panel selected and made a conditional offer of employment to Candy Conrad as the most qualified candidate for the position; and,

**WHEREAS**, Candy Conrad's offer is contingent on successfully passing a background investigation and reference check required by the City of Isanti;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota, as follows:

1. That Human Resources has offered the Permit Technician position to Candy Conrad and that she is eligible to start in that position after June 1<sup>st</sup>, 2021.
2. This position is part-time and not eligible for benefits.
3. That Candy Conrad must meet the conditions of employment.
4. That Candy Conrad shall start at Step 2 of the wage scale at \$24.34 hourly.
5. That Human Resources is directed to complete all required documentation for the completion of employment offer and place a copy of this resolution in the employee's personnel file for future reference.

This resolution is hereby approved by the City Council this 1<sup>th</sup> day of June 2021.

Attest:

---

Mayor Jeff Johnson

---

Jaden Strand  
City Clerk