

## NORTH BRANCH CITY COUNCIL AGENDA

**MEETING:** SPECIAL SESSION  
**PLACE:** CITY HALL, 6408 ELM STREET  
**DATE:** AUGUST 18, 2014  
**TIME:** 8:00 A.M.

- 8:00 am
1. CALL TO ORDER
  2. PLEDGE OF ALLEGIANCE
  3. ROLL CALL
  4. CONSENT AGENDA **NONE**
  5. PUBLIC HEARINGS **NONE**
  6. COMMITTEES/COMMISSIONS
    - 6A PLANNING COMMISSION
      - A1 Sunrise Bluffs Early Start Agreement **ACTION**
    - 6B ECONOMIC DEVELOPMENT AUTHORITY **NONE**
    - 6C PARK COMMISSION **NONE**
    - 6D WATER AND LIGHT COMMISSION **NONE**
  7. STAFF REPORTS
    - 7A ENGINEERING/PUBLIC WORKS **NONE**
    - 7B ADMINISTRATION **NONE**
    - 7C BUILDING **NONE**
    - 7D FINANCE **NONE**
    - 7E LEGAL **NONE**
  8. NOTICES AND COMMUNICATION **NONE**
  9. PUBLIC COMMENT **NONE**
  10. UNFINISHED BUSINESS **NONE**
  11. NEW BUSINESS **NONE**
  12. MAYOR/COUNCIL **NONE**
  13. ADJOURN

## EARLY START AGREEMENT

THIS EARLY START AGREEMENT is entered into on this 18<sup>th</sup> day of August, 2014 by and between Larry Beach Homes, Inc. (the "Contractor"); and the City of North Branch, municipal corporation under the law of the State of Minnesota (the "City").

- A. The Contractor has made application to the City to plat a subdivision consisting of twenty (20) lots on the property described in Exhibit A and is to be known as Sunrise Bluffs.
- B. The City Council approved the preliminary plat of the subdivision on June 23, 2014.
- C. The Contractor desires to begin site work in the area of the proposed plat before the City gives final approval of the plat.

NOW, THEREFORE, in consideration of such permission being granted by the City, the Contractor agrees to comply with the terms and conditions set forth below.

1. All construction activities undertaken prior to approval of the final plat are to be at the sole risk of the Contractor, including but not limited to, any risk arising out of the decision of the City not to approve the final plat.

2. Before undertaking any construction activities, Contractor shall submit to the City, for City's approval, grading and site work plans and an erosion control plan, along with other information required by the City in conjunction with the plans. The construction activities shall follow the plans dated August 12, 2014 and shall meet or exceed all the requirements of the City and the City Engineer.

3. Contractor shall notify the City when construction activities are to begin, which is defined as the date upon which initial site clearance, rough grading, and/or excavation is to begin. Once begun, such site clearance, rough grading, excavation and/or related activities shall continue without appreciable delay and shall be pursued diligently.

4. Promptly after the site is rough graded, the erosion control plan shall be implemented by the Contractor and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and back-filling operations shall be re-seeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Contractor does not comply with the erosion control plan and schedule or supplementary

instructions received from the City or the Chisago County Soil and Water Conservation District, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Contractor in advance of any proposed action, but failure of the City to do so will not affect the Contractors' and City's rights or obligations hereunder. If the Contractor does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit or cash deposit to pay any costs. With regard to on-going construction, it is understood that dirt, soil and other debris will be displaced from time to time. It is the intent of the City that no permits will be withheld due to incidental dirt and soil displacement as long as said displacement will not result in immediate erosion and as long as Contractor's builders clean up any such displacements within 24 hours.

5. The Contractor shall, whenever necessary, clean any substantial dirt and debris from the streets that has resulted from construction work by the Contractor, and its agents or assigns. Substantial dirt and debris shall include clumps or clods of dirt greater than four (4) inches in diameter and/ or such other quantities of dirt or debris so as to constitute a public nuisance or public health or safety hazard. In the event of disagreement as to whether or not "substantial" dirt or debris is in the street requiring cleaning, the City's judgment shall control.

6. The Contractor shall obtain and ensure compliance with the National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit (MNR 100001) required by the Minnesota Pollution Control Agency (MPCA). This permit establishes conditions for discharging storm water to waters of the State from construction activity disturbing one (1) or more acres of total land area. The Contractor shall be required to sign the NPDES permit forty-eight (48) hours prior to beginning construction operations and shall abide by all permit requirements until the site has undergone final stabilization and a notice of termination has been submitted to the MPCA. The Contractor shall cooperate with the City to implement a fully-documented inspection and maintenance program for all temporary erosion and sediment control measures as required by the NPDES permit.

7. If the City does not approve the final plat, the City may, in its discretion, require the Contractor to partially or fully restore or regrade the site as the City determines is necessary to stabilize the Exhibit A property.

8. The City may take whatever action the City deems necessary to ensure proper performance by the Contractor. To this end, the Contractor grants a license to the City to enter and, if necessary, take action to stabilize the site if Contractor is not performing the construction activities in a proper manner.

9. As security for assuring the construction activities allowed by this Agreement are properly constructed and completed, Contractor shall furnish the City with a letter of credit in an amount equal to 125% of the estimated cost of the early site work allowed by

this Agreement. The letter of credit shall name the City as the obligee. As an alternative, Contractor may furnish a cash deposit to the City.

10. Contractor shall provide and maintain at all times during early site work the following:
  - a. Commercial General Liability insurance of not less than \$1,000,000 per occurrence.
  - b. Worker's Compensation insurance, with statutory coverage, including employer's liability coverage of not less than \$500,000.
  - c. Builder's Risk insurance, on a completed value basis, in an amount of the full insurable value of any infrastructure constructed under this Agreement.
11. During early site work, Contractor shall comply with all City ordinances and erosion control requirements in the approved plans. During the course of construction activities, the City may impose additional requirements if, in the City's judgment, they are necessary to prevent erosion and protect adjacent properties.

THIS EARLY START AGREEMENT is executed by the authorized representatives of the parties as of the date shown above.

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

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

CITY OF NORTH BRANCH

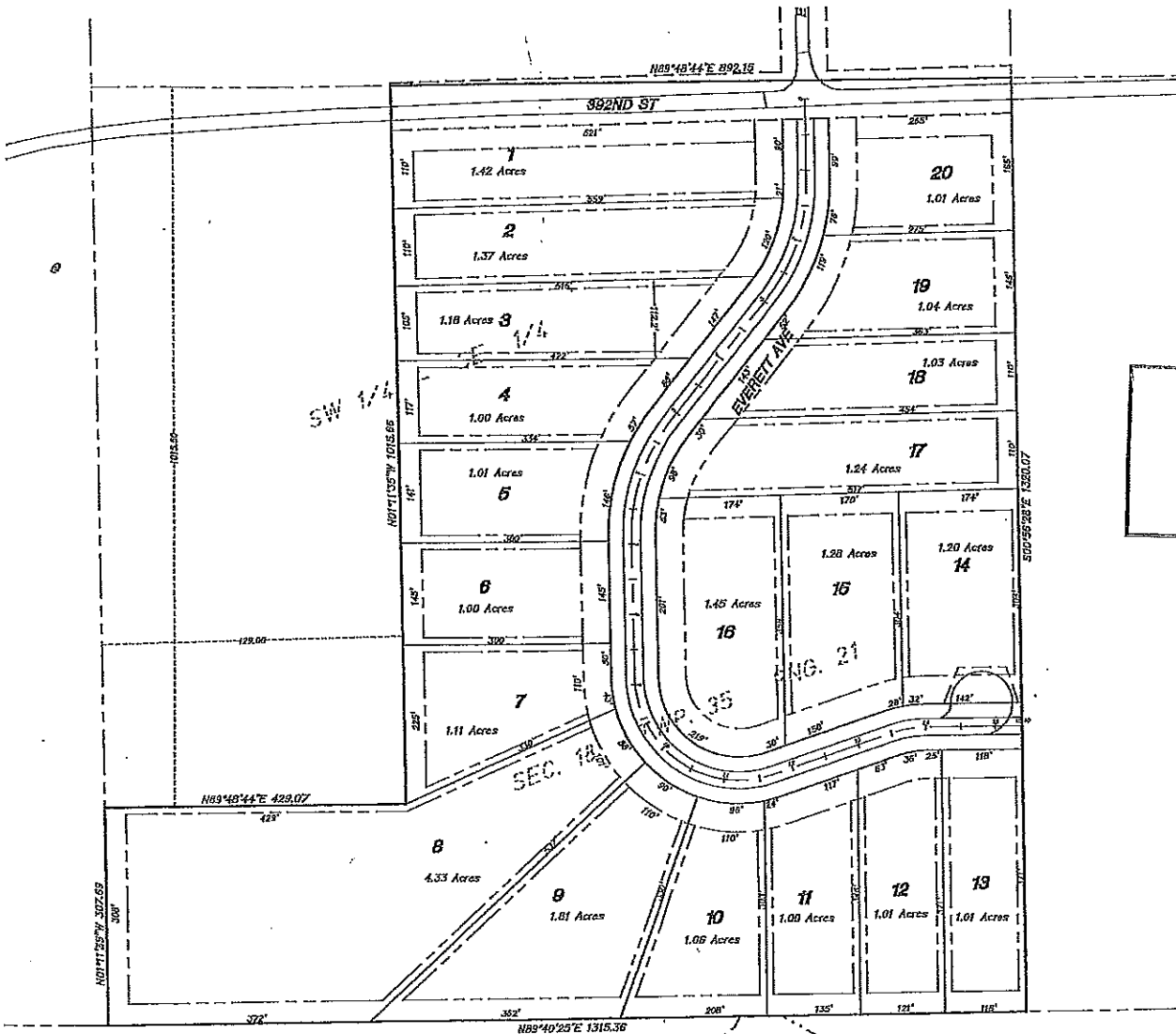
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

EXHIBIT A

# PROPOSED PRELIMINARY PLAT

## SUNRISE BLUFFS



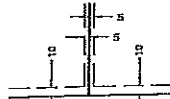
RECEIVED  
MAY 29 2014

NOTE:  
A VARIANCE IS  
REQUIRED/REQ.  
(WIDTH OF 101  
OF 275').

LEGAL DESCRIPTION (PER CHISAGO COUNTY GIS):  
The Southwest Quarter of the Southwest Quarter of Section 18, Township 35,  
Range 21, Chisago County, Minnesota, EXCEPTING THEREFROM the North 1015.50  
feet of the West 423 feet of Section 18, Township 35, Range 21, Chisago County,  
Minnesota.

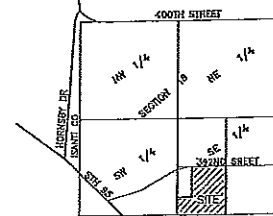
Subject to any easements, restrictions, or reservations of record, if any.

Drainage & Utility  
essentials are shown thus:

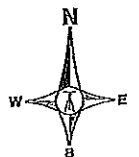


Being 10 feet in width and adjoining street  
and rear lot lines and 5 feet in width and  
adjoining side lot lines unless otherwise shown.

VICINITY MAP  
Section 18, T.35, R.21  
Chisago County



"NO SCALE"



GRAPHIC SCALE



( IN FEET )  
100