

Site Improvement Agreement and
Financial Guarantee



If a property owner would like to obtain a temporary certificate of occupancy before all required site improvements have been completed, the City may allow temporary occupancy upon execution of a site improvement agreement and cash deposit to escrow the uncompleted work.

The property owner shall execute the site improvement agreement on forms provided by the City (template agreement attached).

The required work includes, but is not limited to, private exterior amenities such as landscaping, ground cover, screening, fences, retaining walls, private driveways or other surfacing, parking areas, curbs, sidewalks, grading, drainage systems, water quality ponds, utilities, erosion control, and other similar facilities.

The financial guarantee shall be submitted to the City in the form of a cash escrow.

The amount of the financial guarantee shall be established by the Zoning Administrator based upon an itemized estimate of the cost of all required work yet to be completed or shall meet the minimum amounts established in the City's adopted fee schedule. The financial guarantee shall be in the amount of 100 percent of the approved estimated cost. The financial guarantee will not accrue interest.

The applicant shall be responsible to pay any administrative fee for the agreement as established in the City's adopted fee schedule. The current administrative fee for the agreement is \$75.00 and is non-refundable.

The time allowed for the completion of the required improvements shall be set out in the site improvement agreement and shall not exceed one year to complete the work. Any agreements established in the fall of a given year due to the non-growing season shall complete all improvements by June 1st of the following year. If the improvements are not completed by the time set out in the site improvement agreement, the City will use the escrow to complete the work. The City may also abate the violation and assess the cost to the property with the addition of any administrative and legal fees.

Once the required work has been completed, the owner shall notify the City in writing that the required improvements have been completed in accordance with the approved plans. Upon receipt of such notice, City staff will inspect the improvements to determine if the performance of the work is acceptable based on the standards outlined in the zoning ordinance and based on the improvements outlined in the approved building permit plans. Any required work failing to meet such standards shall not be deemed to be complete and the owner will be notified of the required corrections. Upon determination that the work has been completed, the City shall arrange for the cash deposit to be released by the City Council. A release of cash deposit will take approximately 30 days from final determination.

For questions or additional information, please contact:

Matthew Gindele: mgindele@baxtermn.gov (218) 454-5118 or
Josh Doty: jdoty@baxtermn.gov (218) 454-5111

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 201__, by and between the City of Baxter, party of the first part, hereinafter referred to as the “City”, and _____, party of the second part, hereinafter referred to as “Developer”.

WITNESSETH,

WHEREAS, Developer is the current owner of _____; and

WHEREAS, Developer wants a temporary certificate of occupancy, but acknowledge that it has not completed all site improvements required by City Code to issue a final certificate of occupancy; and

WHEREAS, the paragraph two of this Agreement includes a list of items that must be completed before Developer is entitled to a final certificate of occupancy, named as “Remaining Improvements”; and

WHEREAS, as a condition of issuing a temporary certificate of occupancy, the Developer is willing to deposit a cash escrow of the amount necessary to complete the Remaining Improvements and execute this Agreement. Developer also acknowledges that the City shall charge additional fees to draft this Agreement and monitor its administration; and

WHEREAS, a final certificate of occupancy will not be issued unless all these site improvements are completed by Developer.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

- 1) The City will issue a temporary certificate of occupancy as long as Developer deposits \$ _____ as a cash escrow with the City. This amount is 100% of the estimated cost to complete the Remaining Improvements. The City fee to monitor this Agreement is \$75.00 and is due upon execution of this Agreement.
- 2) The Remaining Improvements to be completed shall be installed in accordance with the building permit plans approved by the City and pursuant to City Code of the City of Baxter and include the following work:
 - A.
 - B.
 - C.
- 3) This escrow will not be released and a final certificate of occupancy will not be issued until the Remaining Improvements mentioned above are completed. Upon completion,

final inspection and approval by the City, the City shall return the escrow to Developer. No interest shall accrue on said escrow.

4) If said improvements are not completed by _____, 201__, the City may complete these improvements and pay said costs out of the escrow. The remaining funds in escrow, if any, shall be returned to the Developer without accrued interest. In addition, or in lieu thereof, the City may revoke the temporary certificate of occupancy if these improvements are not completed by this deadline and prohibit the use or occupancy of this property. This Agreement is intended to grant the City a license to enter said property after written notice of default to complete said Remaining Improvements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written.

CITY OF BAXTER

DEVELOPER

By _____
Its Mayor

By _____
(Name)

By _____
Its Assistant City Administrator

THIS INSTRUMENT WAS DRAFTED BY:
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