

AGENDA
CITY OF ISANTI
CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
TUESDAY, MARCH 17, 2020 – 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. PW Updates
- 2. Housing Study Update
- 3. Delinquent Charges on Utility Account
- 4. Food Truck Fees
- 5. Fire District Lease Discussion
- 6. Tree Discussion
- 7. Annexed Parcel Code Enforcement Discussion
- 8. Credit Card Policy Discussion
- 9. Adding Trails to Bluebird Park Discussion
- 10. Painting Redbird Fence Discussion
- 11. Discussion on Funding for Fireworks and Float
- 12. Emergency Management Discussion

F. Adjournment



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Matt Sylvester, Public Services Director
Date: March 17, 2020
Subject: Public Works Updates

Streets:

- Our early spring has left us with 300 tons of salt on hand
- Doors were posted in February for tree trimming and that list is completed
- Snow was hauled from busy intersections and culdesacs in January.
- Pothole Patching has begun.
- Crews have been out doing yard repairs from plow damages

Storm:

- Clearing brush in storm ponds has begun and will continue as time permits..
- Public Works has taken advantage of our warmer weather and has begun street sweeping.
- Crews have cleared storm drains as the snow melts.
- Compost site will be opening on April 21

Sewer:

- The MPCA issued a draft permit for the WWTF with some minor changes. The biggest change being that our Total Phosphorus will be a 12 month moving total instead of a 12 month calendar total. The Total Phosphorus will remain at 908 kg/yr.
- Public Works staff began working on the WWTF filter underdrain piping.
- First round flush of the air release valves were completed.
- Routine maintenance in the pretreat building was completed.

Water:

- Staff has performed our annual routine maintenance on the MIOX machine as well as the filter backwash tank.
- Chlorine piping was replaced at the WTP.

Parks:

- Progressive mower was purchased from Mn Equipment.
- The Mosquito fogging unit from Adapco was purchased and was delivered

Reports Completed:

- DNR Water Conservation Report (MPARS)
- Tier II report for Homeland Security (EPCRA)
- Solid Waste Report (ReTrac)
- Water Conservation Report (ESP Water)



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Sheila Sellman, Community Development Director
Date: March 17, 2020
Subject: Housing Study Update

Background:

At the 2020 goal setting the City Council directed staff to look into updating the City's housing study. Through GPS:45:93 a Humphrey School student group is researching housing in East Central MN and this includes Isanti. Staff suggests waiting to do an update to our housing study until we see what they produce and if it is sufficient enough for us to use.

Request:

Staff is requesting direction on this item.

Attachments:

- None



MEMO

To: Committee of the Whole
From: Finance Director Betker
Date: March 17th 2020
Subject: Delinquent Charges on Utility Account

Background:

A utility customer has contacted city staff with a request to have late fees removed from their account, and to ask that the Council/Committee be informed that customers receiving a semiannual stormwater billing did not have a 6 month billing period listed on their bills.

Research:

The utility customer contacted Finance Director Betker by phone requesting that the late charge on their account be removed because the semiannual stormwater billing did not have the correct 6 month billing period on the bill itself. The customer stated that if the billing dates are not correct that they would not be paying the associated late fee. During that phone call the customer requested that those dates be correct and if not, future bills would not be paid. Finance Director Betker clarified that without looking into the matter at that moment the only way to guarantee that request immediately, would be to switch the account to monthly billing for stormwater charges. The customer agreed, and that has been done.

Further research on the billing date issue revealed that staff had not been selecting the proper template from within the billing software to make the dates printed on the bill match the billing period. It appears that this had been going on since late 2017 and only effected semiannual stormwater accounts. No other residents/customers have noted this oversight.

Staff believes that the problem has been corrected and will verify that solution with the next printing of semiannual stormwater bills at the end of May.

It should also be noted that City Code 281 (Stormwater) does not state that any billings will list either billing dates or billing periods as a condition for valid stormwater charges.

Request:

Staff is seeking guidance on the status of the late fee on the account

Attachments:

Printed version of email request for this item to go before the Committee of the Whole.

Full text of email received from Vincent Charles on 2-25-20 11:20am

FORWARD TO MIKE BETKER TO HAVE CITY COUNCIL WAIVE FEE.
ALSO INFORM CITY COUNCIL THAT CURRENT BILLING SYSTEM IS NOT WORKING.

SEE ATTACHED

SINCERELY

VINCENT CHARLES
SUNRISE HOMES INC

Isanti
CITY OF ISANTI
PO BOX 400
ISANTI, MN 55040
763-444-5512

SERVICES: 415 HILLOCK ST NE DATE: 01/31/2020
ADDRESS: For Service From: 01/01/2020 to 01/31/2020

FIRST CLASS MAIL
PRESORTED
U.S. POSTAGE
PAID
ISANTI, MN
PERMIT NO. 400

CHARGES/CREDITS	DATE	METER READINGS PREVIOUS	PRESENT	USAGE	AMOUNT
Previous Balance					8.00
Late Fee					00

RETURN THIS PORTION WITH YOUR PAYMENT

415 HILLOCK ST NE DUE: 02/20/2020
ACCT: 2-062-030-00
AMT: 5.00
After 02/20/2020 Pay 10.00

SUNRISE HOMES INC
PO BOX 160
ISANTI, MN 55040

AFTER 02/20/2020 PAY 10.00 AMOUNT DUE NOW 5.00

Reminder: For clean and safe roadways, refuse carts cannot be placed in the street

2-062-030-00

ACCOUNT NUMBER

206203000



E.4.

Memo for COW

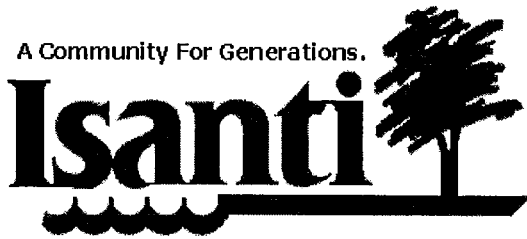
To: Mayor Johnson and Members of City Council
From: Jaden Moore, Deputy City Clerk/ Human Resources
Date: March 17, 2020
Subject: Food Truck Fees

Background:

Staff is drafting an ordinance to include food truck fees. These proposed fees will mirror Cambridge's food truck fees of \$25 per day, \$75 per month and \$200 for seasonal (up to 6 months.) per food truck.

Request:

Staff is seeking direction on this item.



MEMO

To: Committee of the Whole
From: Finance Director Betker
Date: March 17, 2020
Subject: Fire District Lease Payment

At the Goal Setting meeting, Council requested to review the Lease payment for the Isanti Area Joint Operating Fire District.

Beginning in 2015 the Isanti Area Joint Fire District (IAJFD) began paying \$32,622.75 annually for lease of the fire station on Heritage Blvd. The IAJFD had previously paid \$1.00 annually. Since the start of 2015 the IAJFD has paid \$163,113.75 to lease a portion of the building.

The IAJFD approached the City in 2019 to inquire about possibly purchasing the building outright. If the IAJFD lease agreement continued for 10 more years unchanged the result would be as follows:

Previously Collected ('15-'19)	\$ 163,113.75
Future Collection ('20-'29)	\$ 326,227.50
Total Potential Collection	\$ 489,341.25

If the Council's intent is to eventually consider an agreement that would result in IAJFD ownership of the current building. A few things would need to be considered.

1. How much should the IAJFD pay for the building?
2. Would this be a "lease to own" agreement or outright purchase?
3. Where would the Police Department be housed upon final transfer of ownership to the IAJFD?

Recommendation:

IF the council intends to pursue a transfer of ownership, it is Finance Director Betker's recommendation that a lease to own agreement be negotiated that would provide both time and funding for alternative accommodations for the Police Department.

Request:

Staff is requesting authorization for City Administrator Wood and Finance Director Betker to begin meeting with Fire District Staff to start laying out the framework for a possible transfer of ownership for the current PD/FD building.

Attachments:

- 2020 Goal Setting Project Summary
- 2014 Correspondence Amending the Terms of the Lease Agreement
- 11.19.2014 IAJOFD Meeting Minutes Approving New Lease Terms
- 2005 Lease Agreement

GOAL SETTING ITEMS

ITEM	TARGET	COST (2020 \$'s)	FUNDING	YEAR	FUNDING SOURCE	NOTES
1) PERFORMANCE CENTER	2021	\$ 240,757				
			\$ 20,600	2020	LEAF & GRASS VAC	REVISE USEFUL LIFE FROM 15 YEAR TO 30 YEAR
			\$ 3,090	2020	LANDPRIDE DISC	REVISE USEFUL LIFE FROM 15 YEAR TO 30 YEAR
			\$ 11,593	2024	TREE SPADE	MOVE TO 2028 OR LATER
			\$ 5,796	2024	GRAPPLE BUCKET	REVISE USEFUL LIFE FROM 10 YEAR TO 20 YEAR
			\$ 15,914	2021	WHISPER RIDGE TENNIS CRT RESURF.	ELIMINATE FROM SCHEDULE
			\$ 15,071	2024	VFW PARK EQUIPMENT	ELIMINATE FROM SCHEDULE
			\$ 2,977	2020	RUM RIVER MEADOWS IRRIGATION	REVISE USEFUL LIFE FROM 15 YEAR TO 30 YEAR
			\$ 31,938	2024	ISANTI HILLS EQUIPMENT	ELIMINATE FROM SCHEDULE
			\$ 35,822	2025	ISANTI HILLS FENCE	ELIMINATE FROM SCHEDULE
			\$ 85,949	2023	RIVERSIDE PARK EQUIPMENT	REVISE USEFUL LIFE FROM 20 YEAR TO 30 YEAR
			\$ 12,007	2020	920 SPECIAL ASSESSMENT REVENUE	
			<u>\$ 240,757</u>			TRY TO FIT IN 2021, MIGHT WORK
2) RESTROOMS	2021	\$ 200,000				
			\$ 200,000	2020	920 SPECIAL ASSESSMENT REVENUE	
			<u>\$ 200,000</u>			
3) SPLASH PAD	2023	\$ 200,000				
			\$ 100,000	2020	920 SPECIAL ASSESSMENT REVENUE	
			<u>\$ 100,000</u>		FUND 214	ABOUT 100K AS OF 12-31-19
			<u>\$ 200,000</u>			
4) LIGHTING INFILL	ANNUALLY	\$ 10,000				
			\$ 10,000	ANNUAL	LEVY ADDITION	
5) PW STORAGE/SALT	2025/2026	\$ 2,250,000				
			\$ 101,250		603 (22.50%) (\$ 506,250)	END OF MAJOR PROJECTS, NO DIRECT RATE CHANGE
			\$ 112,500		601 (25%) (\$ 562,500)	ADDRESSED IN 2020 RATE STUDY
			\$ 112,500		602 (25%) (\$ 562,500)	ADDRESSED IN 2020 RATE STUDY
			<u>\$ 123,750</u>		920 (27.50%) (\$ 618,750)	85K DROP IN DEBT LEVY AVAILABLE IN 2021
			<u>\$ 2,250,000</u>			85K X 5 YRS = 425K, LEAVING 193,750 TO FUND
6) LIQUOR STORE STUDY	2020	\$ 7,000				
			\$ 7,000	2020	609 FUND BALANCE	

GOAL SETTING ITEMS						
ITEM	TARGET	COST (2020 \$'s)	FUNDING	YEAR	FUNDING SOURCE	NOTES
7) FIRE DEPARTMENT	2020	\$ -	?		FINALIZE LEASE TO OWN AGREEMENT	TIMELINE SHOULD BE LONGER THAN BUILD ON NEW LIQUOR STORE <u>IF</u> THERE IS TO BE ONE. BUT SHORTER THAN THE MAX UTILIZATION POINT FOR PD. (BEFORE THE BUILDING SIZE CONSTRAINS EFFICIENCY AND FALSELY PRESENTS A NEED FOR MORE STAFF)

8) POLICE BLDG

OPTION 1 (CHOOSE SAVE OR DEBT)						
8-A	NEW PD BLDG	2031	\$ 2,500,000	SAVE	TAX LEVY (11 YEARS)	EARN INTEREST WHILE SAVING - 1.5% - 210K OVER 11 YEARS TAX RATE WOULD LIKELY GO UP < 5 POINTS
		2022		DEBT	TAX LEVY (15 YEARS)	PAY INTEREST - 250K PER MILLION TAX RATE WOULD GO UP > 5 POINTS

OR

OPTION 2 (CHOOSE 1 FROM EACH BOX BELOW)						
8-B	NEW LIQUOR STORE	-	\$ 2,250,000	SAVE	STORE REVENUES	UNATTAINABLE WITHOUT ENDING GENERAL FUND TRANSFER TAX RATE GOES UP ABOUT 10 POINTS
				DEBT	STORE REVENUES	ADDITIONAL REVNUES MAY COVER DEBT AND TRANSFER TAX RATE UNCHANGED
8-B	REHAB EXISTING STORE	????	\$ 1,000,000	SAVE	FD PURCHASE REVENUES / LEVY	PURCHASE PRICE DEPENDENT TAX RATE COULD BE MAINTAINED AT RIGHT PURCHASE PRICE
		????	\$ 1,000,000	DEBT	TAX LEVY (10-15 YEARS)	PAY INTEREST - 250K PER MILLION TAX RATE WOULD GO UP < 5 POINTS



September 9, 2014

Al Jankovich
Isanti Fire District
PO Box 490
Isanti, MN 55040

RE: Fire Station #1 Rent & City Utility Services

Dear Al,

As you are aware, per the Joint Powers Agreement, the Fire District shall pay the City of Isanti a fair market rent for the space used for the Fire Station pursuant to a lease. The City of Isanti has calculated the annual fair market rent of the space utilized, including city utility services (i.e. water, sewer, and storm) at \$7.50 per sq/ft. This amount would be subject to review on an annual basis and all other terms of the current Isanti Fire Hall Lease Agreement would remain intact.

Please let me know if you have any questions regarding the fair market rent determination made by the City of Isanti.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Cotton", with a stylized flourish at the end.

Sarah Cotton
Finance Director
City of Isanti

cc. Isanti City Council
Don Lorsung, City Administrator/City Clerk



October 23, 2014

Al Jankovich
Isanti Fire District
PO Box 490
Isanti, MN 55040

RE: Station #1 Rent Counter Proposal

Dear Al,

The City of Isanti has reviewed the counter proposal received from the Isanti Joint Fire District Board regarding Station #1 rent. As a final offer, the City of Isanti is willing to accept an annual fair market rent of the space utilized, including city utility services (i.e. water, sewer, and storm) at \$6.75 per sq/ft. This amount would be subject to review on an annual basis and all other terms of the current Isanti Fire Hall Lease Agreement would remain intact.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Cotton".

Sarah Cotton
Finance Director
City of Isanti

cc. Isanti City Council
Don Lorsung, City Administrator/City Clerk

checks on hoping to send to the next phase of the hiring process. Randy shared that the new hires if brought on would be stationed out of stations 1 and 3. The 7 selected scored the highest in the interviews, the remaining applicants could be considered as well if needed. Chief Polzin discussed each of these applicants can be expected to cost the District \$12,000 to get hired and trained. Board discussion agreed this was necessary to prepare ourselves for upcoming retirees.

JPA/Firefighter Relief Amendment Update. Chief Randy Polzin updated the board that the resolutions and seven copies of the 3rd Joint Powers Agreement Amendment were signed by all entities and in each entities packets for their filing.

* [REDACTED] Brook Township Supervisor Arvid Jenkins turned the update to board Secretary Al Jankovich as he received correspondence from the City of Isanti in this regard. Board Secretary Al Jankovich abbreviated a letter received by the City of Isanti Finance Director Sarah Cotton written on October 23, 2014. Within it, the City acknowledged the Fire Districts station 1 rent counteroffer, of which the City then made a counter offer against. "As a final offer, the City of Isanti is willing to accept an annual fair market rent of the space utilized, including city utility services (i.e. water, sewer, and storm) at \$6.75 per sq. /ft. This amount would be subject to review on an annual basis and all other terms of the current Isanti Fire Hall Lease Agreement would remain intact. See attachment A at end of minutes. Discussion on this topic followed in regards to building footages considered, building maintenance, insurances, liabilities including improvements, building usage and research members made in regards to other rental properties. Per City of Isanti Mayor George Wimmer, external building maintenance and improvements would be the City's responsibility, internals like the heating systems, floors and lighting would continue to be the responsibility of the renter. George also stated in regards to the footages being considered were what District Secretary Al Jankovich measured. Al reviewed his measurements as being measured with a tape measure, rounding up for a worst case scenario to give us an idea of area sizes for discussion purposes. Al stated his measurements were for the fire department used areas only. Al quoted the measurements as 294 square ft. in the fire district office, 192 square feet in the upstairs storage, and 4,347 in the apparatus bay. This totals 4,833 square feet/\$32,622.75 going off the counter offered \$6.75 per sq. /ft. rate. **Motion by Spencer Brook Township, 2nd by Isanti Township** to accept the counter offer of \$6.75 per foot as quoted in the October 23, 2014 Sarah Cotton letter. **Motion carried** unanimously.

2015 IAJOFD Budget. Discussion about the 2015 budget was made. Spencer Brook Township Arvid Jenkins initiated conversation by questioning a 3% increase in administration payroll. Arvid clarified the retirement of Chief Polzin at the end of next year and what pay adjustments would need to be made at that time. Chief Polzin clarified his retirement from being Chief, and he hoped that Al would take over his role. At that time, Randy stated Al would be even more under paid according to studies performed locally and in central MN. Clarification was made as to Al participating in PERA, police and fire of which he does. Comments about several budget line items were made. Question as to the building fund, a \$29,000 line item which Spencer Brook would like to see put off. Chief Polzin explained we can leave it out, but would like to see the process continue in hopes of getting the 2nd floor in station 3 finished up, gaining us more training area, a kitchen area and bathrooms upstairs. Athens Township Lyle Reynolds and Isanti Township Don Hansen agreed, Lyle commented that if we stop progressing it could be years before we are able to finish the building and start using that space. Spencer Brook Arvid Jenkins questioned the equipment replacement fund at over \$100,000. Chief Polzin explained that money is there to replace fire engines, and other 15-20-year capital purchases. Randy reminded all that we have never borrowed money to purchase our equipment, of which we reassign into a less demanding position after 15 years of service to extend the years of service we are able to get out of it. We need to prepare ourselves for the next big purchase in 3-5 years which will be a new fire engine. Randy explained our history of using that replacement fund the last several years to replenish the relief fund deficit in efforts to balance our budget and not have to increase each entities contribution by that amount. Because of this, our replacement fund only has this year's budget in it of \$100,500. **Motion by Bradford**

RESOLUTION NO. 2005-174

**A RESOLUTION TO ENTER INTO A LEASE AGREEMENT BETWEEN
THE CITY OF ISANTI, AS LESSOR, AND THE
ISANTI AREA JOINT OPERATING FIRE DISTRICT**

WHEREAS, the City Council has approved to enter into an Isanti Area Joint Operating Fire District Joint Powers Agreement between the City of Isanti and the Townships of Athens, Bradford, Isanti, Oxford, Spencer Brook, and Standord;

WHEREAS, the Isanti Area Joint Operating Fire District desire to lease the current Isanti Fire Hall located at 401 First Avenue North for continued use as a Fire Hall;
and

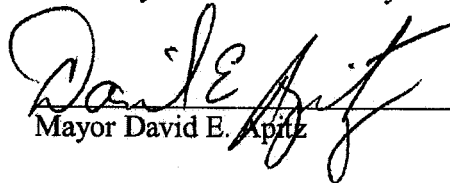
WHEREAS, the City Council has determined it is in the best interest of the citizens and all concerned to enter into a lease agreement with the Fire District.

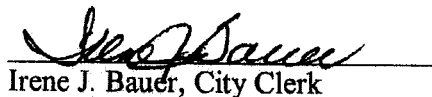
NOW, THEREFORE, be it resolved by the Council of the City of Isanti the City of Isanti shall:

1. Enter into a lease agreement between the City of Isanti and the Isanti Area Joint Operating Fire District.
2. The Mayor and City Clerk are hereby authorized to sign the lease agreement.
3. A copy of the Lease Agreement shall be attached to his resolution.

This resolution was duly adopted by the Isanti City Council this 6th day of December 2005.

Attest


Mayor David E. Apitz


Irene J. Bauer, City Clerk

(SEAL)

ISANTI FIRE HALL LEASE AGREEMENT

This indenture, made this 28 day of December, 2005, by and between the City of Isanti, a Minnesota municipal corporation, as lessor, hereinafter called "City" and Isanti Area Joint Operating Fire District, a Minnesota joint powers entity authorized and existing pursuant to the provisions of Minnesota Statute §471.59, hereinafter called "Fire District"

Witnesseth:

City, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by Fire District, does hereby demise and lease to the Fire District and the Fire District does hereby hire and take from the City the premises, together with improvements thereon (hereinafter the premises), located at 401 First Ave. North, generally known as the "Isanti Fire Hall", being that portion of the building and surrounding grounds owned by City and heretofore historically used and occupied by the Isanti Fire Department.

To have and to hold the premises hereby demised together with the rights, easements, and appurtenances thereto belonging to the Fire District, its successors, and its assigns, on the following terms and conditions:

1. Term and Use. The term of this lease shall commence on January 1, 2006, and shall continue and to include December 31, 2007, unless extended or sooner terminated as hereinafter provided. This lease shall automatically renew thereafter for continuing and successive two year terms unless written notice is given no less than 15 months in advance of expiration of any such two-year term by either party notifying the other of its intent to terminate upon expiration of such term. The Fire District may not use the premises for any unlawful use. The Fire District further acknowledges that it has inspected the premises and accepts the premises in an "as is" condition.

2. Rent. (a) Fixed rent. The Fire District shall pay to the City as and for fixed rent (fixed rent) for the premises the amount of one dollar (\$1.00) per year, (\$2.00 for two-year term) which amount shall be paid on or before the first day of the term hereof and on or before the first day of any extensions of the term of this lease. The fixed rent shall be payable at the office of the City at the address on the signature page of this lease, or such other place as is designated by the City.

(b) Additional rent. For additional rent (additional rent), the Fire District shall pay, except as otherwise specifically provided herein, all costs and expenses of any nature or kind whatsoever attributable to the premises during the term of this lease. The costs and expenses, if applicable, shall include but are not necessarily limited to the following: All ongoing amortization contributions presently being paid by the former Fire Fund to City (i.e. roof payment); Utilities (that is, gas, electric, and so forth); maintenance of the premises, including but not necessarily limited to painting, window cleaning, glass replacement, repair and upkeep of roof, repair and upkeep of heating, air

conditioning, and ventilation systems, and repair and upkeep of plumbing and electrical systems; all improvements placed on the premises by the Fire District; and all insurance premiums relative to the premises. It is specifically contemplated and understood by the parties that by the terms of this section 2(b) that except as specifically provided in paragraph 2(c) below, the City will not incur any financial responsibility relative to the premises during the term of this lease for which it is not prepaid or reimbursed by the Fire District.

(c) Notwithstanding the foregoing provisions of this Lease Agreement, and for purposes of clarification, the parties acknowledge and agree as follows:

(i) There are certain common areas of the building and surrounding grounds constituting the leased premises which historically have been and will continue to be used jointly by City and by the Fire District. City and Fire District will continue to share the use of said common areas on the same basis as historically has occurred. These areas in general include the common hallway, lawn, parking areas, restrooms, and lunch room.

(ii) City will at its sole expense have a separate gas meter installed, through which meter gas used for the benefit of the fire hall premises will be piped. Fire District will pay for all gas used for the benefit of the fire hall including the upstairs training room.

(iii) It is not practical to separately meter for electricity used solely for the benefit of the fire hall. Accordingly the parties agree that all electricity used on the property which includes the leased premises will be paid for one-half by City and one-half by Fire District.

(iv) City shall be reimbursed by Fire District for 5% of the total cleaning costs paid by City for cleaning of the portion of the building not leased by the Fire District, and the common restrooms, as a contribution to the cost of cleaning of the common restrooms, lunch room, and hallway. It is the intent hereof that each party be responsible for cleaning that part of the building historically cleaned by that party.

(v) Fire District shall be solely responsible for and shall pay all costs associated with such trash disposal as it may need or desire and City will maintain and pay for its own separate trash disposal.

(vi) Fire District will not be charged for water usage by City, however the City may at any time it deems necessary or appropriate install such water meter or meters as it may desire in order to monitor water usage.

(vii) City will continue to provide snow removal, to the premises as has historically occurred, with no charge to Fire District.

(viii) If the insurance coverage for fire and extended perils and for premises liability coverage is maintained through the League of Minnesota Cities Insurance Trust,

City and Fire District shall each pay 50% of the premium cost attributable to such coverage.

3. Unlawful Use. Fire District agrees not to commit or permit any act to be performed on the premises or any omission to occur which will be in violation of any statute, regulation, or ordinance of City or any other governmental body, or which will increase the insurance rate on the building or which will be in violation of any insurance policy carried on the premises by Fire District or by City. The Fire District shall not disturb other occupants of the building by making any undue noise or otherwise and shall not do or permit to be done in or about the premises anything which will be unreasonably dangerous to life or limb. Fire District acknowledges that City ordinance prohibits any consumption of any beverages containing alcohol upon any premises owned by City, including the leased premises herein.

4. City's Access. City, its employees, and its agents shall have the right to enter the premises at all reasonable times for any reasonable purpose, including but not limited to inspecting, cleaning, repairing, altering, or improving the premises or to exhibit the premises to prospective tenants, purchasers, or others. Nothing in this section shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this lease.

5. Improvements, Alterations, and Remodeling. The Fire District shall be permitted to perform any improvements, alterations, or remodeling on or to the premises as may be approved by its governing board; provided, however, that such shall not unreasonably interfere with City's use and occupancy of the common areas or of those portions of the building and grounds not included in this lease, and provided that they be done at the sole expense of the Fire District. Any such improvements, alterations, and remodeling shall become the sole property of City subject to the provisions of this lease, and shall remain with the building upon termination of this lease.

The City shall not be permitted to make any improvements or alterations to the premises without the written consent of the Fire District, except however, the City may make repairs to the premises without the written consent of the Fire District in the event it reasonably appears that the Fire District has failed to make the repairs and when the continued failure to so repair will result in a substantial diminution of the value of the City's reversionary interest in the premises. The cost of any such repairs made by the City pursuant to this paragraph may be charged to the Fire District as additional rent.

6. Care of Premises. All care, maintenance, and repair of the premises shall be the sole responsibility of the Fire District and shall be performed at the discretion and expense of the Fire District. In the event any such care, maintenance, or repair is performed by the City or its designees, the City shall be entitled to reimbursement therefore pursuant to the provisions contained in paragraph 2 and paragraph 5 hereof.

7. Management of Premises. During the term of this lease, the Fire District shall assume all managerial responsibilities and duties with respect to the premises subject to City's reserved rights as set forth in this agreement.

8. Warranties of Title and Quiet Possession. City covenants that City has full right to make this lease subject to the terms hereof, and the Fire District shall have quiet and peaceful possession of the premises during the term hereof as against the acts of all parties claiming title to, or a right to the possession of, the premises.

9. Assignment and Subletting. Fire District may not assign or hypothecate this lease or sublet the premises or any part thereof, whether by voluntary act, operation of law or otherwise, without the prior written consent of City in each instance. Consent by City to one assignment of this lease or to one subletting of the premises shall not be a waiver of the City's rights under this lease as to any subsequent assignment or subletting. The City's rights to assign this lease are and shall remain unqualified. No assignment shall release the Fire District of any of its obligations under this lease.

Any transfer of this lease by Fire District through merger, consolidation, reorganization or liquidation, or any transfer, hypothecation, or other change in the Fire District by those entities currently participating in the Joint Powers Agreement as referenced in the preamble hereto shall constitute an assignment of this lease requiring the prior written consent of the City.

10. Eminent Domain. If the premises are taken by another public authority under the power of eminent domain or sold to another public authority pursuant to threat of eminent domain, the Fire District shall receive a proportionate share of any damages it has suffered for the loss of the remainder of its lease. These damages shall be mutually agreeable to the governmental authorities exercising the power of eminent domain, to the City, and to the Fire District. In the event that there is no mutuality of agreement, the division of the damages shall be determined by arbitration as provided in section 34 hereof.

11. Fire and Other Casualty. If fire or other casualty shall render the premises untenable, this lease shall terminate forthwith, provided, however, that if the premises can be repaired within ninety (90) days from the date of such event, then at the City's option, by notice in writing to Fire District, mailed within thirty (30) days after such damage or destruction, this lease shall remain in full effect.

12. Insurance. Subject to the provisions of paragraph 2(c) (viii) above, it shall be the responsibility of the Fire District to assure that the premises are covered by adequate hazard and liability insurance policies. The hazard insurance policies shall insure the premises against loss or damage by fire and other perils as required by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements. Property damage shall be insured against in the amount of the full insurable value of the premises. The public liability insurance policy shall provide coverage at least in the amount of the applicable statutory liability limits. The payment of the premiums therefore shall be

made by the Fire District as additional rent, and in the event Fire District chooses to maintain the current policies, a proration as of the commencement of the term of this lease of any prepaid premiums shall be made. The Fire District shall at the request of the City provide proof of insurance coverage required by this section. All such policies shall name Fire District and City as co-insureds and co-loss payees.

13. Surrender. On the last day of the term (or any extensions) of this lease or on the sooner termination thereof, Fire District shall peaceably surrender the premises in as good or better condition and repair, as existed at the beginning of this lease, consistent with the Fire District's duty to make repairs as provided in section 5 hereof. On or before the last day of the term of this lease (or any extensions) or the sooner termination thereof, Fire District shall at its expense remove all of its personal property from the premises, and any such property not removed shall be deemed abandoned. All alterations, additions, and fixtures which have been made or installed by either the City or the Fire District on the premises shall remain as the City's property and shall be surrendered with the premises as a part thereof. If the premises are not surrendered at the end of the term or on the sooner termination thereof, the Fire District shall indemnify the City against any loss or liability resulting from delay by the Fire District in so surrendering the premises, including without limitation claims made by any succeeding tenant founded on such delay. The Fire District shall promptly surrender all keys for the premises to the City at City's main administrative office and shall inform the City of combinations on any locks and safes on the premises. In no event shall the Fire District be deemed to have abandoned the premises or this lease during the terms hereof unless the Fire District first obtains the express permission of the City. The provisions of this section shall survive the termination of this lease.

14. Holding Over. In the event that the Fire District remains in possession of the premises after the expiration of this lease without the execution of a new lease, it shall be deemed to be occupying the premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this lease insofar as they can be applicable to a month-to-month tenancy.

15. Nonpayment of Rent; Defaults. On the occurrence of any of the following: (a) a rent payment from the Fire District to the City shall be and remain unpaid in whole or part for more than thirty (30) days after notice from City that it is due and payable; (b) the Fire District's violation or default in any of the other covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; or (c) if the Fire District shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the bankruptcy code or become insolvent or have appointed a receiver of its property; then it shall be optional for the City to declare this lease forfeited and the terms ended and to reenter the premises.

16. Default of City. The City shall not be deemed to be in default under this lease until the Fire District has given the City written notice specifying the nature of the default and the City does not cure such default within thirty (30) days after receipt of

such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

17. Covenants to Hold Harmless. Each party agrees to save, hold harmless, and defend the other against any liability for damages to any person or property in or about the premises for which that party is responsible. City shall not be liable to the Fire District, its agents, employees, representatives, customers, or invitees for any personal injury, death, or damage to property caused by theft, burglary, water, gas, electricity, fire, or for any other cause occurring on or about the premises. All property kept, stored, or maintained in the premises shall be so kept, stored, or maintained at the sole risk of the Fire District. Fire District agrees to promptly pay all sums of money in respect of labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to the Fire District in or about the premises.

18. Waiver of Subrogation. The City and the Fire District hereby mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the Minnesota Standard Fire Insurance Policy, extended coverage endorsements or liability coverage.

19. Mechanic's Liens. The Fire District hereby covenants and agrees that the Fire District will not permit or allow to the extent that any such liens may be permissible under applicable law, any mechanic's or materialman's liens to be placed on the City's interest in the premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Fire District shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided however, that the Fire District may contest any such lien provided the Fire District first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

20. No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the Fire District, it being understood that the sole relationship created hereby is one of landlord and tenant.

21. Cumulative Rights. No right or remedy herein conferred on or reserved to the Fire District or the City is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

22. Reasonable Consent. Whenever the City's or the Fire District's consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefore the City or the Fire District as appropriate, notifies the requesting party that the City or the Fire District, as appropriate, is denying such approval or consent, stating in such notice the reasonable ground therefore.

23. Attorneys' Fees. If any action at law or in equity shall be brought in court to recover any rent under this lease or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this lease or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs its reasonable attorneys fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered. In the event the City shall be the party entitled to recovery of its costs and attorneys' fees hereunder, the remaining parties, exclusive of City, constituting the participating entities under the Isanti Area Joint Operating Fire District Joint Powers Agreement shall be solely responsible for such costs and attorneys' fees.

24. Further Assurances. In addition to any other information which may reasonably be requested, either party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request for the same, certify by written instrument duly executed and acknowledged to any person, firm, or corporation specified in such request:

(a) Whether this lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;

(b) The validity and force and effect of this lease, in accordance with its tenor as then constituted;

(c) The existence of any default thereunder;

(d) The existence of any offsets, counterclaims, or defenses thereto on the part of such other party; and

(e) The commencement and expiration dates of the term of this lease.

25. Notices. All communications, demands, notices, or objections permitted or required to be given or served under this lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to the other party to this lease, to the address set forth next to that party's signature at the end of this lease, or if to a person not a party to this lease, to the address designated by a party to this lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that party's address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this lease.

26. Successors and Assigns. This lease shall be binding on and shall inure to the benefit of the parties hereto and their respective assigns, executors heirs, personal representatives, and successors.

27. Subordination. The Fire District agrees that at the City's election this lease shall be subordinate to any land lease, mortgages, or other encumbrances now on or hereafter placed on the premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof. The Fire District hereby appoints the City as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

28. Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term of this lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

29. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

30. Entire Agreement. This lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

31. Captions, Headings, or Titles. All captions, headings or titles in the paragraphs or sections of this lease are inserted for convenience of reference only and shall not constitute a part of this lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

32. Reference To Gender. Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender; the masculine gender may be read as the feminine gender or the neuter gender; and the neuter gender may be read as the masculine gender or the feminine gender.

33. Minnesota Law. This lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

34. Arbitration. Any claim or controversy arising out of or relating to this lease or to the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award granted by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Isanti, Minnesota, or any other place mutually agreed on by the parties.

In witness whereof, the parties hereto have executed this lease the day and year first above written.

City's Address:

110 First Ave. N
P.O. Box 428
Isanti, MN 55040

City of Isanti, Lessor

By: David E. Apitz
David E. Apitz, Its Mayor

By: Irene Bauer
Irene Bauer, Its Clerk

Fire District's Address:

401 First Ave. North
P.O. Box 490
Isanti, MN 55040

Isanti Area Joint Operating Fire District

Township of Athens

By: David S. Seale 12/12/5
Its Chairman

By: Barbara Canalle
Its Clerk

Township of Bradford

By: Richard C. Hansen
Its Chairman

By: Thomas J. Arden
Its Clerk

Township of Isanti

By: Michael E. Elund
Its Chairman

By: Deena Boettcher
Its Clerk

Township of Oxford

By:

Its Chairman

By:

Its Clerk

Township of Spencer Brook

By:

Its Chairman

By:

Its Clerk

Township of Stanford

By:

Its Chairman

By:

Its Clerk



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Sheila Sellman, Community Development Director
Date: February 12, 2020
Subject: Annexed Parking Draft Ordinance Amendment

Background:

At the December 2019 COW meeting the Council discussed general code enforcement on parcels recently annexed into the City. The focus was mostly on parking and vehicles. It was agreed that any outside storage of rubbish, junk, inoperable vehicles, miscellaneous refuse or garbage will be enforced immediately.

At the February COW a rough draft of an ordinance amendment was presented. The draft included limits on size of vehicles and number of vehicles for parcels over 1-acre. The COW openly discussed these items. One member of the public that spoke at the meeting suggested that the current code be enforced when property ownership changed and until the people that live there are allowed to have what they currently have for vehicles, trailers etc. Council directed staff to look at the logistics on this idea.

A couple things the Council should consider with this proposal:

1. How do you track when ownership changes?
 - a. Utility bills would be one way, if they are updated in a timely manner
2. What if the current owner sells to a child or relative?
3. What if the property is rented?
4. Would an addition to the house or garage trigger compliance?
5. Can they add vehicles and trailers etc. to their property going forward?
 - a. How would you know if there were additional items stored?

At the direction of Council staff sent out letters to the annexed parcels notifying them of this meeting and discussion and have indicated that once staff is directed to draft an Ordinance for Council consideration, they will receive notice and a copy of the proposed ordinance.

Request:

Direction on how to proceed.

Attachments:

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CITY CODE CHAPTER 227 PARKING
AND STORAGE

The City Council of the City of Isanti hereby ordains:

I. Amendments

Section 227-8 Storage and Parking Restrictions is hereby amended to read as follows:

C.

(1) All vehicles and units with motors shall be parked or stored on an impervious surface, unless the parcel was Annexed after 2017 and is one acre or more.

Section 227-9 Prohibited Vehicles is hereby amended to read as follows:

- A. Licensed vehicles, other than recreational vehicles, in excess of 15,000 pounds, GVWR, unless parcel was annexed after 2017 then the limit is 50,000 pounds, GVWR

Section 227-10 Commercial vehicles allowed in residential zone or residentially zoned district is hereby amended to read as follows:

- A. Commercial vehicles or units are allowed if parked or stored in a completely enclosed building, unless annexed after 2017.
- B. Any licensed vehicle with a license decal greater than "H" or in excess of 15,000 pounds GVWR being used in conjunction with a legitimate service being provided to a residential property which will be removed upon completion of a project, for a maximum of six consecutive months in conjunction with a permit, unless annexed after 2017.

Section 227-11 Grandfather Clause is hereby amended to read as follows:

- B. In the event of new construction, reconstruction, addition to, or enlargement of any dwelling unit, garage or other accessory structure served by an existing unimproved or improved driveway, the driveway shall be brought into compliance with the provisions of the City's Zoning Ordinance, which, under the provisions of the Zoning Ordinance, would require installation of an impervious driveway unless the parcel was annexed in 2017 and is not subdivided. Any additions or alterations to the existing driveway or parking areas shall also cause the entire driveway and parking area to comply with current standards of the Zoning Ordinance.

Section 227 Attachment 1 is hereby amended to read as follows:

provided at cow 2-18-2020

PARKING AND STORAGE

227 Attachment 1

City of Isanti Exhibit A

Type of Unit	Where on Lot	Surface Type	Size Limit	Screening	Number Allowed
PODs. Roll-off bins	Driveway or Side Yard: On a parking pad or extension of the driveway, unless a different location has been authorized.	Impervious or Improved	20' long Max of 10 feet in height	Not required	1
Trailers, Boats, RV's, Fishhouses (with wheels), Snowmobiles, personal watercraft, and ATVs	Front Yard: Shall 10 feet from the curb line or sidewalk. Shall be on an extension of the driveway.	No Motor - Impervious or Improved Motor - Impervious	Maximum length shall be less than the primary structure and a maximum height of fifteen (15) feet	Not required	*2 (one in front yard)
	Side yard. On an extension of the driveway or on a pad abutting the garage. No closer than 5 feet from property line.			<u>Not required</u>	
	Rear yard. No closer than 5 feet from property line.			Yes (Meet requirements of Ord No 445 Zoning)	
Fish houses (no wheels)	Rear yard only. Must met setbacks established for an accessory structure in zoning district designation.	Impervious or Improved	Maximum width of 8.5 feet; maximum length of 12 feet	Similar to primary structure or screened in accordance with Ord. No. 445 Zoning	1
Company vehicles	Front Yard or Side Yard only: Shall be 10 feet from the curb line or sidewalk on driveway or an extension of driveway.	Impervious	Maximum of 15,000 pounds' GVWR	Not required	1

Provided at cow 2-18-2020

Type of Unit	Where on Lot	Surface Type	Size Limit	Screening	Number Allowed
Personal vehicles	Front and side yard. Shall be on the driveway or an extension of the driveway; or on a pad abutting the garage.	Impervious, unless property meets Section 227-11 of this Chapter.	Maximum of 15,000 pounds' GVWR	Not required	4**
	Rear yard. Shall be on the driveway or an extension of the driveway abutting a detached accessory structure if no attached garage.	Impervious, unless property meets Section 227-11 of this Chapter.	Maximum of 15,000 pounds' GVWR <u>unless annexed after 2017</u>	Not required	
Maximum Number of all vehicles/units permitted on a property is five (5), providing the requirements of this Chapter can be met <u>unless the property is more than 1 acre then a maximum of 7 units are permitted.</u>					
*On parcels comprised of more than one acre the number allowed is 3.					
**On parcels comprised of more than one acre the number allowed is 6.					
NOTE: NO UNITS OF ANY TYPE EXCEPT PERSONAL VEHICLES MAY BE PARKED OR STORED IN THE PUBLIC RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO ANY PUBLIC STREET, UNLESS AUTHORIZED UNDER THE PROVISION OF SECTION 3, PARAGRAPH E OF THIS ORDINANCE.					

II. EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Isanti.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

Date Posted:
Date Adopted:
Date Published:



Memo for Committee

To: Mayor Johnson and Members of the City Council
From: Finance Director Betker
Date: March 17, 2020
Subject: Credit Card Policy

Background:

Currently the City of Isanti has one credit card for city/staff use. That card is kept in the Finance Director's office and must be signed out to be used. After purchase(s) are complete the card is checked back in to the Finance Director's office. It has been this way since at least the start of 2013.

The primary problem with this method is security and fraud detection. When one card is shared among multiple staff, if fraud were committed (unpermitted charges) it would be difficult to identify the perpetrator simply because multiple people will have had the card in their possession over time. If any one individual decided to write down the pertinent credit card information then use that information to commit fraud while they understood the card to be in someone else's possession, it may prove exceedingly difficult to identify the perpetrator of the fraud.

Recommendation:

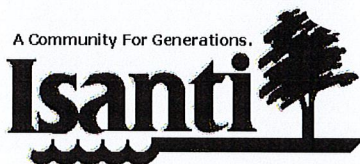
A more secure alternative utilized by many cities is to issue cards to specified and authorized staff. The card would then say "City of Isanti" and below that list the authorized users name. Each card number is different and not known to other card holders. In this manner fraud detection is considerably easier as only one person should have ever had access to the card upon which the fraud was committed.

Request:

Staff is requesting Committee approval to draft a new credit card policy based on the above recommendation. The draft policy would return to Committee upon completion

Action Required:

Consensus for staff to move forward with recommendation.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Matt Sylvester, Public Services Director
Date: March 17, 2020
Subject: Discussion on Adding Trails to Bluebird Park

Background:

At the February 25th Park Rec and Culture Board meeting there was discussion on adding walkways to Bluebird Park. The walkway addition would be from the main BMX Parking lot to the parking lot to the west which used to be the skate park pad. This would require the loss of two parking spaces in the main BMX parking lot and the curb in the BMX lot would need to be cut. I spoke with RRBMX about the loss of parking spaces and they were ok with losing the spots. Currently people will walk out to Isanti Parkway because it gets wet along the pine trees. The trail section addition would be about 50' between the two parking lots. A section of culvert would need to be added to maintain drainage along with some grading. This section of trail would be 8' wide consistent with what is currently in Bluebird Park. The trail section would need to be contracted out. Public Works does not have the equipment to pave the section of trail. Staff received a quote for \$7500.00.

It should be stated that at the January 27th goal setting meeting we talked about adding the Amphitheater, bathrooms, and a sledding hill to Bluebird park also.



There was also discussion on connecting the bike path along the pine trees. Currently the path winds through the pine trees and the request is to make a more direct route. This would be a stretch of about 110'. This section of trail if added would also need to be contracted out. Staff received a quote \$6700.00.



Request:

Staff would like direction on this item.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Jenny Garvey – Parks, Recreation & Culture Manager
Date: March 17, 2020
Subject: Discussion on Funding for Fireworks and Float

Background:

At the February 18th COW meeting there was a discussion on adding a firework display to the Jubilee Days event line-up and a float in the parade. These events are unfunded and COW asked staff to research funding for these events. Funding for the fireworks could come from PRC budget for \$6,000. Police would need 3 additional hours for traffic control and Public Works will need approximately \$100 in materials for setting up the drop zone area. The total staff is requesting is \$6,700. This would provide about a 12-minute show. Other communities that have similar cost of shows are: Brooklyn Park, Buffalo, Mille Lacs Band and Sartell.

Staff has discussed the launch site and recommends Bluebird Park. The launch area being proposed would be from the east grass area (east of the tree line). This area would provide about a 350' buffer zone. This launch area would allow for most of the parking areas within Bluebird to be used, along with the Isanti Indoor Arena parking lot. The parking lot on the north side of the Isanti Ice Arena will need to be blocked off during the show as it will be in the drop zone.

Staff also researched funding for a float. Staff estimates the cost for a float would be approximately \$10,000, which includes staff time and materials. This option is for about 10 staff to be on the float itself.

Request:

Staff would like direction on this item and approval for funding source.