

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, OCTOBER 18, 2022 – 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 Award

1. Breast Cancer Awareness

G. Approve City Council Minutes

1. October 4, 2022- Regular Meeting of the City Council

H. Announcements

1. Parks, Recreation and Culture Board
2. City Council Meeting
3. Economic Development Authority Meeting

Tuesday, October 25, 2022 at 6:00 p.m.
Tuesday, November 1, 2022 at 7:00 p.m.
Tuesday, November 1, 2022
(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

City Administrator Josi Wood

1. ORD-XXX Amending the City Zoning Code Ordinance Chapter 445, Section 2 Titled Definitions and Section 15 Titled Fencing, Screening, and Landscaping

Community Development Director Stephanie Hilleshiem

2. Resolution 2022-XXX Acceptance of MN DNR Outdoor Recreation Grant

L. Approve Consent Agenda

1. Payroll in the Amount of \$121,212.63 and Accounts Payable in the Amount of \$333,529.98
2. Resolution 2022-XXX Appointing Election Judges for the 2022 General Election
3. Resolution 2022-XXX Approving Contract for Commercial Liability Insurance Representative
4. Resolution 2022-XXX Accepting Donation from Rum River BMX
5. Resolution 2022-XXX Accepting Donation from Surface Specialists Metro MN

6. Resolution 2022-XXX Accepting Donation from Serenity Circle Counseling
7. Resolution 2022-XXX Accepting Donation from Lit'l Sprouts Childcare Center
8. Resolution 2022-XXX Accepting Donation from Advanced Telemetry Systems
9. Resolution 2022-XXX Accepting Donation from Falcon National Bank
10. Resolution 2022-XXX Accepting Donation from Minnco Credit Union
11. Resolution 2022-XXX Accepting Donation from Northwoods Electric

M. Other Communications

1. September Police Department Report
2. September Code Enforcement Report
3. September Building Inspector Report
4. October Engineering Project Status Report

Adjournment

PROCLAMATION

WHEREAS, breast cancer has the second highest mortality rate in women, and is the second most diagnosed cancer; and,

WHEREAS, every two minutes a woman is diagnosed with breast cancer, and 30% of new women's cancer diagnoses will be for breast cancer; and,

WHEREAS, 1 out of every 8 women in the United States will be diagnosed with breast cancer during her lifetime; and,

WHEREAS, by the end of December, 2022, there will be an estimated 287,850 new cases of invasive breast cancer diagnosed, and 51,400 cases of non-invasive, for a total of 339,250; and,

WHEREAS, men can also get breast cancer, and an estimated 2,710 men will be diagnosed with it in 2022; and,

WHEREAS, as of January, 2022, there were 3.8 million breast cancer survivors in the United States;

THEREFORE, be it resolved that I, Jeff Johnson, Mayor of Isanti, do hereby proclaim October, 2022 as

Breast Cancer Awareness Month

in the City of Isanti, State of Minnesota, and I commend this observance to all citizens, and encourage all women and men to learn more about how this disease may affect their lives, and to take the necessary steps for early detection and prevention. I ask that during this month, we also recommit ourselves to standing by survivors and their families, and support worthy organizations working tirelessly to find a cure.

Jeff Johnson
Mayor, City of Isanti
October 18, 2022

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, OCTOBER 4, 2022 – 7:00 P.M.
CITY HALL**



Mayor Johnson called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilmembers: Jimmy Gordon, Paul Bergley, Steve Lundeen and Dan Collison

Members Absent: None

Staff Present: City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim and Chief of Police Travis Muyres

Others Present: George Hemen, Elizabeth Anderson, and Mike Warring

D. Public Comment

George Hemen, 323 Palomino Road SE, shared concerns about the requirement for well water testing. Council consensus is to add to future Committee of the Whole for further discussion.

E. Adopt Agenda

Motion by Lundeen, seconded by Collison to adopt the agenda as presented. Motion carried unanimously.

F. Proclamations/Commendations/Certificate Award

1. Infants Remembered in Silence (IRIS)

Mayor Johnson read the proclamation.

G. Approve City Council Minutes

1. September 20, 2022- Regular Meeting of the City Council
2. September 20, 2022- Committee of the Whole Meeting

Motion by Lundeen, seconded by Bergley to approve minutes as presented. Motion carried unanimously.

H. Announcements

1. **CITY OFFICES CLOSED**
2. Committee of the Whole
3. City Council Meeting
4. Planning Commission Meeting

Monday, October 10, 2022
(In Observance of Columbus Day)
Tuesday, October 18, 2022 at 5:00 p.m.
Tuesday, October 18, 2022 at 7:00 p.m.
Tuesday, October 18, 2022
(Immediately following the City Council Meeting)

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

Community Development Director Stephanie Hillesheim

1. Amending the Development Agreement for Fairway Greens North Phases I and II for Front Yard Setbacks

- a. **Resolution 2022-172** Third Amendment to the Master Development Agreement for Fairway Greens North (Phase I)
- b. **Resolution 2022-173** Second Amendment to the Master Development Agreement for Fairway Greens North (Phase II)

CDD Hillesheim shared this is an amendment for 11 lots to reduce the front yard setback to 20 feet from 30 feet. The request is because the backyard of these lots is small and this would increase the size of the backyards for future homeowners.

Motion by Lundeen, seconded by Collison to approve resolution K.1. a. and K.1. b as presented. The motion carried unanimously.

2. Resolution 2022-174 Approving Site Plans for a Commercial Building for Rockstad and Co.

CDD Hillesheim shared site plans for a commercial building with tenant spaces located at 108 Main Street East for Rockstad and Company. They are currently in the Dual Square Mall and looking to expand.

Motion by Lundeen to approve resolution as presented, seconded by Collison. Motion carried unanimously.

3. Resolution 2022-175 Approving Site Plans for a Manufacturing Building for Special Tools Inc.

CDD Hillesheim shared site plans for a manufacturing building for Special Tools Inc. on one of the remaining last lots in the Industrial Park.

Motion by Lundeen to approve resolution as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Third Quarter Payroll for Council/ Boards/Commissions in the Amount of \$8,632.73, Payroll in the Amount of \$143,061.39 and Accounts Payable in the Amount of \$543,656.72
2. **Resolution 2022-176** Approving a Contract for Maintenance of the City's Outdoor Warning Sirens
3. **Resolution 2022-177** Approving Donation Box at Liquor Store
4. **Resolution 2022-178** Authorizing a Reduction in the Letter of Credit for Fairway Greens North
5. **Resolution 2022-179** Approving Resignation of Part-Time Liquor Clerk II Kristin Bennett

Motion by Lundeen, seconded by Collison to approve consent agenda as presented. Motion carried unanimously.

M. Other Communications

None

Adjournment

A motion was made by Bergley, seconded by Collison to adjourn. Motion carried 5-0.

Meeting adjourned at 7:18 p.m.
Respectfully Submitted,

A handwritten signature in cursive script that reads "Jaden Strand".

Jaden Strand
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Stephanie Hillesheim, Community Development Director

DATE: October 18, 2022

SUBJECT: Ordinance Amending the City Zoning Ordinance Section 15:
FENCING, SCREENING, AND LANDSCAPING

Overview/Background

City staff has recently reviewed and worked on revisions of the Fencing, Screening and Landscaping ordinance to be more consistent throughout the section, clear up contradictions and clarify requirements for all zoning districts.

To amend the ordinance a public hearing was called and for public comment at the September 20, 2022 Planning Commission Meeting. The Planning Commission discussed the changes and recommended adoption of said changes as presented and reviewed by the City Attorney.

Staff Recommendation

Staff recommends recommendation of approval of the amendments to the City Zoning Ordinance Section 15.

Attachments

- Ordinance-XXX

ORDINANCE NO. XXX

AN ORDINANCE AMENDING ORDINANCE NO. 445 ZONING; SECTION 2 DEFINITIONS AND SECTION 15 FENCING, SCREENING, AND LANDSCAPING

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 1- Additions. Ordinance 445, Section 2: Definitions are hereby amended to add the following definitions in alphabetical order as previously formatted:

Chapter 445

SECTION 2: DEFINITIONS

Landscape Islands

A landscape area completely surrounded by a parking area and/or a vehicular use area.

Native Prairie Grasses

Maintained and weeded prairie, meadow or natural landscape vegetation that does not contain noxious weed growth and that includes the cultivation of native grasses indigenous to Minnesota.

Payee

Person, business, or entity who makes an original payment of escrow or fee.

Section 2- Amendment. Ordinance 445, Section 15: Fencing, Screening, and Landscaping are hereby amended as follows:

SECTION 15: FENCING, SCREENING, AND LANDSCAPING

Subdivision 1: General Provisions.

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

A. Permit Required.

1. Building Permit. Prior to the construction and/or installation of a fence and/or retaining wall over four (4) feet in height, an application for a building permit shall be obtained from the City and shall specify the intended location, character, and size of such fence or wall.
2. Zoning Permit. For all other fences and retaining walls, not meeting the requirements for a building permit, a zoning permit must be obtained prior to construction on the property.

- B. Maintenance. All fences and retaining walls shall be properly maintained, so as not to become unsightly, hazardous, or constitute a nuisance. Damaged and destroyed fences and retaining walls shall be removed and replaced within thirty (30) days upon written notice from the Community Development Director or his/ her designee. All ~~fences-structures~~ shall be maintained at the property owner's expense. The persons, firms, corporations, or individuals constructing or causing the construction of such ~~fence structures~~ shall be responsible for maintaining that part of the property between the ~~fence structure~~ and the property line.

C. Installation.

1. The side of any fence or wall considered to be its “face” (finished side with no structural supports) shall face either the abutting property or the street right-of-way.
2. Upon installation of the fence structure, no physical damage shall occur to the abutting property owner unless it has been permitted under written agreement with the adjacent property owner.

~~D. Prohibited Materials. Fences shall not be constructed from chicken wire, welded wire, snow fence, branches, or materials originally intended for other purposes. Electric fencing and metal sheeting are also prohibited materials. Barbed wire fencing is prohibited in all non-industrial districts.~~

~~E. Setbacks.~~

- ~~1. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.~~
- ~~2. Privacy fences shall be setback a minimum of two (2) feet from any street right-of-way.~~
- ~~3. Fences shall be located on the property of the owner. All posts and framework shall be placed within the property lines of the fence owner.~~
- ~~4. No fence shall enclose a water shutoff valve to the interior. A 12-inch minimum separation between the fence and the water shutoff valve must be maintained.~~
- ~~5. No fences shall be permitted within a stormwater flow path.~~
- ~~6. Fences within a storm pond drainage easement must provide for the free flow of water by using a material such as chain-link or by providing a minimum ground clearance of four (4) inches.~~
- ~~7. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer. (Ord. No. 647)~~

~~F. Retaining Walls. Retaining walls exceeding four (4) feet in height, including staged walls which cumulatively exceed four (4) feet in height, must be constructed in accordance with plans prepared by a registered engineer or landscaped architect. Building permits for construction of a retaining wall over four (4) feet are required.~~

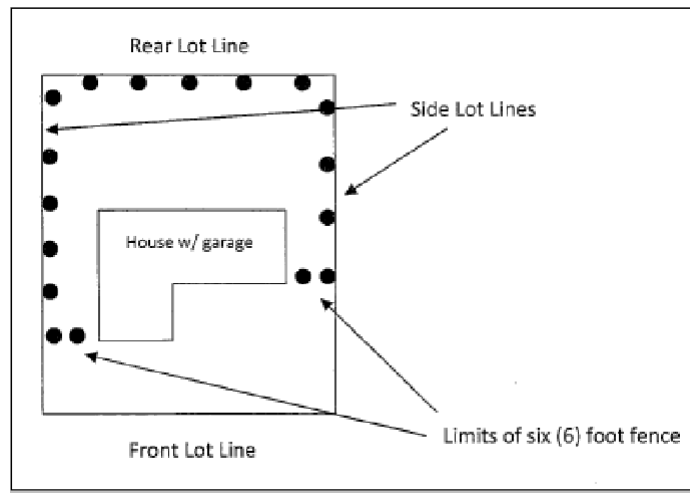
G. Property Owner Responsibility. Any fence structure located on the property line or within a drainage and utility easement shall be removed upon request of the City and at the expense of the property owner.

Subdivision 2: Residential Fences

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

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

FIGURE 12: Fence Location

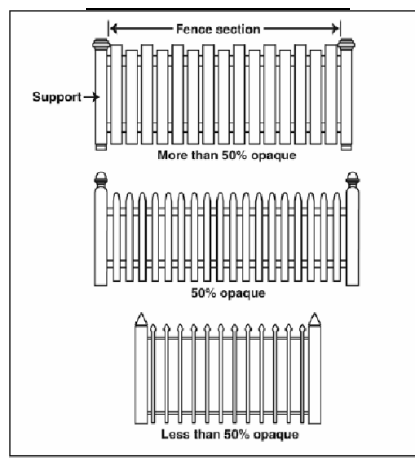


Note: Drawing has been provided to show the limitations on the location of a six (6) foot fence, in reference to the principal structure on an interior lot only. Corner lots must meet the requirements as provided within the text of this Ordinance.

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

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

FIGURE 13: Fence Opacity



- C. Prohibited Materials. Fences shall not be constructed from chicken wire, welded wire, snow fence, branches, or materials originally intended for other purposes. Electric fencing and metal sheeting are also prohibited materials. Barbed-wire fencing is prohibited in all non-industrial districts.
- D. Setbacks.
 - a. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.
 - b. Privacy fences shall be setback a minimum of two (2) feet from any street right-of-way.
 - c. Fences shall be located on the property of the owner. All posts and framework shall be placed within the property lines of the fence owner.
 - d. No fence shall enclose a water shutoff valve to the interior. A 12-inch minimum separation between the fence and the water shutoff valve must be maintained.
 - e. Fences within a storm pond drainage easement must provide sufficient ground clearance for the free flow of water or be made of chain-link material. by using a material such as chain link or by providing a minimum ground clearance of four (4) inches.
 - f. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer. (Ord. No. 647)

Subdivision 3: Non-Residential Fences

- A. Commercial ~~and Industrial~~ properties located in the B-1, B-2, B-3, CBT-1, CBT-2 zoning districts may construct security fences up to six (6) feet in height. Fences in excess of six (6) feet shall require a conditional use permit. Properties located in the I-1 Industrial Park District may construct security fences up to ten (10) feet in height. Fences in excess of ten (10) feet shall require a conditional use permit.
- B. Barbed-wire fencing is permitted in Industrial Districts only. Barbed wire security arms shall be constructed at a minimum of six (6) feet in height. The security arm shall be angled in such a manner that it does not overhang any lot lines.
- C. Prohibited Materials. Fences shall not be constructed from chicken wire, welded wire, snow fence, branches, or materials originally intended for other purposes. Electric fencing and metal sheeting are also prohibited materials. Barbed-wire fencing is prohibited in all non-industrial districts.
- E. Setbacks.
- a. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.
 - b. Privacy fences shall be setback a minimum of two (2) feet from any street right-of-way.
 - c. Fences shall be located on the property of the owner. All posts and framework shall be placed within the property lines of the fence owner.
 - d. No fence shall enclose a water shutoff valve to the interior. A 12-inch minimum separation between the fence and the water shutoff valve must be maintained.
 - e. Fences within a storm pond drainage easement must provide sufficient ground clearance for the free flow of water or be made of chain-link material. ~~by using a material such as chain-link or by providing a minimum ground clearance of four (4) inches.~~
 - f. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer. (Ord. No. 647)

Subdivision 4: Non-Residential Screening Fences and Planting Screens

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

- A. Screening Fence.
1. Screening fences on properties located in the B-1, B-2, B-3, RC, CBT-1, and CBT-2 zoning districts shall be ~~at~~ maximum of six (6) feet in height with a minimum opaqueness of 80 percent. Screening height shall be measured from the finished grade level.
 2. Screening fences on properties located in the I-1 Industrial Park District shall be a maximum of ten (10) feet in height with a minimum opaqueness of 80 percent. Screening height shall be measured from the finished grade level.
 3. Screening fences shall be constructed of masonry, brick, wood, chain-link or steel and shall be compatible with the principal building on the site and with the surrounding properties.
 4. Screening fences or screening walls shall be setback five (5) feet from the property line.
 5. If the property is not adjacent to a street right of way, screening may be placed on the

property line, providing mutual written consent has been granted by the abutting property owners and filed along with a copy of the certificate of survey to the City prior to construction.

6. ~~Barbed wire fencing is permitted in industrial districts the I-1 Industrial Park District only, and provided that the following conditions are met:~~
 - a. ~~The fencing shall be constructed at a minimum of six (6) feet above ground level.~~
 - b. ~~The fencing does not overhang any lot lines.~~
7. ~~Screening fences or walls shall be setback five (5) feet from the property line, if a mutual written agreement has not been filed and if the property is not adjacent to a street right-of-way.~~
8. A combination of coniferous and deciduous trees may be planted to soften the appearance of the fence or wall from adjacent properties or the public street.

B. Planting Screens.

1. Planting screens shall consist of a row of alternating evergreen and deciduous trees and shrubs. The species and size shall be in accordance with Subdivision ~~5~~ 6, of this Section.
2. The trees shall be placed in such proximity as to form a screen.
3. Planting screens shall be maintained in a healthy condition. Dead material shall be removed and replaced within thirty (30) days upon written notice of the Community Development Director or his/her designee.

Subdivision 5: Retaining Walls. Retaining walls exceeding four (4) feet in height, including staged walls which cumulatively exceed four (4) feet in height, must be constructed in accordance with plans prepared by a registered engineer or landscaped architect. Building permits for construction of a retaining wall over four (4) feet are required. Construction of retaining walls under four (4) feet in height require a zoning permit. All retaining walls must be installed according to manufacturer's specifications

A. Setbacks.

1. Retaining walls shall be setback a minimum of five (5) feet from any street right-of-way.
2. Retaining walls shall be located on the property of the owner.
3. No retaining wall shall enclose a water shutoff valve to the interior. A 12-inch minimum separation between the landscaping structure and the water shutoff valve must be maintained.
4. No retaining walls shall be permitted within a stormwater flow path or within storm pond drainage easements.

Subdivision 5 6: Landscaping Requirements

- A. Purpose. The purpose of this Subdivision is to provide specifications, ~~which that~~ will guide landscaping within residential, commercial, mixed-use, and industrial districts; will provide buffering between different and more intense land uses; will ensure that native trees and vegetation are preserved and replenished ; will aid in the stabilization of the environment's ecological balance by reducing stormwater runoff and improving surface water quality; and will enhance the overall beauty and appearance of the City.

B. General Requirements.

1. City Tree lists. The following trees may be used to meet planting and landscaping requirements. If other tree varieties are desired; they shall be approved by City Staff.

TABLE 4: Primary and Secondary Deciduous Tree List

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

**TABLE 5: Ornamental
Tree List**

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

TABLE 6: Coniferous Tree List

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

TABLE 7: Permitted Trees Not Meeting Landscaping Requirements

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

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

TABLE 8: Prohibited Trees

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

- ~~2. All properties shall provide one (1) tree per fifty (50) feet of lot frontage, or fraction thereof.~~
- ~~3. Deciduous trees shall be two and one-half (2.5) inches in diameter and Coniferous/Evergreen trees shall be six (6) feet in height above the root ball at the time of installation.~~
- ~~4. All trees shall be measured according to American Standards for Nursery Stock.~~
- ~~5. No more than fifty (50) percent of the required trees provide on the property may be of the same species.~~
6. Underground sprinkler systems.
 - a. Sprinkler systems shall be provided as part of each new development for all landscaped areas, except those areas on the property that will be preserved in their natural state.
 - b. Single-family and two-family dwellings as well as additions to existing structures, in which the addition will not exceed the floor area of the existing structure, are exempt from this provision.
 - c. On all lots, the City may permit alternative landscaping options, which may not require an irrigation system. Such alternative options shall be reviewed by the Planning Commission. Alternative landscape options include, but are not limited to, rock gardens, native prairie grass, and rain gardens.
7. Tree Preservation Requirements.
 - a. A reasonable attempt shall be made to preserve as many existing trees as practicable on a property.
 - b. Existing trees identified to be preserved shall be protected by orange snow fencing. The fencing shall be installed at the dripline and shall remain in

- place throughout the construction process, from excavation to the completion of the landscaping.
- c. No construction materials or equipment shall be located within the fenced area. Grade changes within the fenced area are prohibited. Soil compaction in the critical root zone or damage to trunks or limbs shall be avoided.
 - d. Should the property owner, developer, or homeowner fail to install or maintain tree protection fencing; existing trees located on the property shall not be counted towards the landscaping requirements.
- C. Residential Requirements. In addition to the general requirements noted, properties located within residential districts, shall be subject to the following regulations.
1. Soil Requirements. ~~A minimum of four (4) inches of topsoil shall be provided upon all lots. All disturbed areas that are not planned to receive an impervious surface shall be graded and finished with a minimum layer of four (4) inches of Premium Topsoil that is screened, pulverized and in compliance with the requirements as defined by MNDOT specifications Section.~~
 - a. ~~The topsoil shall be hauled from a pre-approved source certified by the Minnesota Department of Transportation or the material shall be tested by an independent laboratory hired by the applicant. Any material tested that is not within MNDOT standards will be considered not in compliance and rejected from use within the City limits.~~
 - b. ~~A certificate or written verification shall be provided to the Building Official, which includes the name of the certified site in which the soil was purchased, the type of soil, and the purchase date.~~
 - c. ~~No credit will be given for soil thickness associated with the soil attached to the root zone of sod rolls. Any area receiving sod shall be graded with four (4) inches of premium topsoil before the sod is placed.~~
 2. Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. ~~The Building Official may waive this requirement upon inspection of the property.~~
 3. Tree Requirements. The following quantity and type of trees are required, unless otherwise set forth in the development agreement or conditions thereof for the coinciding Planned Unit Development.
 - a. All residential properties shall provide a minimum of two (2) trees.
 - b. ~~Residential lots exceeding 8,000 square feet in area shall provide a minimum of three (3) trees upon the property. Corner lots and lots exceeding 12,000 square feet in area shall provide a minimum of four (4) trees.~~
 - c. ~~When calculating the number of required trees, whether based upon lot area or lot frontage, the greater of the two shall be provided.~~
 - d. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. ~~If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species.~~ Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.
 - e. Deciduous trees shall be two and one half (2.5) inches in diameter at the trunk and Coniferous/Evergreen trees shall be six (6) feet in height above the root

- ball at the time of installation.
4. Tree Location.
 - a. Each tree shall be planted a minimum of five (5) feet from the public right-of-way.
 - b. Trees should be planted in the front of the primary structure. If more than two trees are planted the majority of trees shall be planted in front of the primary structure. For corner lots, trees may be planted along the secondary street frontage.
 5. ~~Tree Substitutions.~~
 - a. ~~Conifers and deciduous trees found on the City's Secondary Tree list may be substituted for a Primary Tree at a ratio of 3:2.~~
 - b. ~~If smaller trees are utilized, one and one half (1.5) inch Primary Trees may be substituted at a ratio of 2:1 for full sized trees.~~
 - c. ~~Secondary or Ornamental trees, one and one half (1.5) inches in diameter or four (4) foot tall conifer trees may be substituted at a ratio of 3:1 for required full sized Primary trees.~~
 6. Maintenance of Landscaping.
 - a. The owner or tenant shall be responsible for the maintenance of landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris.
 - b. Trees and ground cover that are required by this Ordinance or by an approved site or landscape plan and which have died or have been removed shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.
 7. Decorative Landscaping. This includes flower beds, rock gardens and any planting(s) or structures other than established turf.
 - a. Any planting or decorative items placed in any right of way and/or easement is the responsibility of the property owner to maintain.
 - b. The City will not be held liable for any damage to any planting or decorative items placed in any right of way and/or easement. All costs associated with any damage or loss of such decorative landscaping shall be the responsibility of the property owner.
 - c. The City may require the property owner to move landscaping due to unforeseen circumstances. If City must remove landscaping the property owner will incur all associated costs.
 - d. Natural prairie grass must follow the recommendations listed on the MN Board of Water and Soil Resources website for Pollinator Lawns and must be approved by City staff prior to planting.
- D. Non-Residential Requirements. In addition to the general requirements noted, properties located within non-residential districts, shall be subject to the following regulations.
1. Minimum Landscaping Requirements. All open areas of a lot which are not used or improved for required building areas, parking areas, building expansion areas, drives, sidewalks, storage, or similar hard surface materials shall be landscaped with a combination of sod, professional hydro-seeding, overstory trees, understory trees, shrubs, flowers, ground cover materials and/or other similar site design features or materials in a quantity acceptable to the City.
 2. Parking Lot Landscaping.
 - a. All parking lots containing over fifty (50) stalls shall be designed to incorporate unpaved, landscape islands in number and dimension as

required by the City. ~~All landscape islands shall contain a minimum of 180 square feet.~~

- b. Islands, which are necessary to promote the safe and efficient flow of traffic shall be in addition to those required for parking lots with over fifty (50) stalls and shall be required by the City when warranted.
 - c. Parking lot landscape areas, including landscape islands, shall be reasonably distributed throughout the parking lot area so as to break-up expanses of paved areas.
 - d. Parking lot landscape areas shall be provided with deciduous shade trees, ornamental trees, evergreen trees, ground cover, mulch and/or shrubbery as determined appropriate by the City Council. Parking lot landscaping shall be contained in planting beds bordered by raised concrete curbs. Alternative landscape options may include, but are not limited to natural prairie grass or rain gardens.
3. Maintenance of Landscaping. The owner, tenant, and their respective agents shall be responsible for the maintenance of all landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris. Plants and ground cover that are required by an approved site or landscape plan and which have died shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.
4. Soil Requirements. A minimum of four (4) inches of topsoil shall be provided upon all lots.
5. Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. ~~The Building Official may waive this requirement upon inspection of the property.~~
6. Tree Requirements.
 - a. Landscaping shall provide for an appropriate mix of plantings around the exterior footprint of all buildings. Landscaping shall improve the appearance of the structure and break up large unadorned building elevations. Plantings are not intended to obscure views of the building or accessory signage.
 - b. Where undeveloped or open areas of a site are located adjacent to a public right-of-way, the plan shall provide for deciduous trees. A minimum of one (1) tree per fifty (50) feet of street frontage is required. The City may approve an alternative if such alternative appears to meet the intent of this article.
 - c. In addition to deciduous and coniferous trees; shrubs, ornamental trees, perennials and annual flowers and bulbs as well as ornamental grasses and ground cover shall be used to compliment the landscape plan.
 - d. Deciduous trees shall be two and one half (2.5) inches in diameter at the trunk and Coniferous/Evergreen trees shall be six (6) feet in height above the root ball at the time of installation.
 - e. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species. Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.

E. Escrow Requirements.

1. The City of Isanti requires all required landscaping as defined in this ordinance to be completed prior to the issuance of a Certificate of Occupancy. If a Certificate of Occupancy is requested prior to completion of required landscaping, a landscape escrow in the amount adopted per the City fee schedule is required.
2. The City will deposit the money into an escrow account and hold until such time that work is completed, or 6 months, whichever comes first.
3. The escrow account is established through a receipt of escrow in which the aforementioned terms are stated and acknowledged by the payor.
4. Upon completion of the required work, the payor is required to contact the City to schedule required inspections. Once the City has approved the topsoil and the trees/yard inspections, the Finance Department is notified to release the escrow back to the party that posted it originally.
5. Upon failure to comply to landscape requirements within 6 months of receipt of the escrow payment, the City will complete landscaping as required using escrow funds. Any expenses incurred to complete the required topsoil, trees, and turf over and above the withheld escrow will be the responsibility of the escrow account holder and billed accordingly

Section 3- Effective Date.

This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 18th day of October 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Posting Date: 9-29-2022
Reading Date: 10-18-2022
Publication Date: 10-27-2022
Effective Date: 10-27-2022



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Stephanie Hillesheim, Community Development Director
Date: October 18, 2022
Subject: Resolution 2022-XXX Acceptance of MN DNR Outdoor Recreation Grant

Background:

The DNR Outdoor Recreation Grant is an annual grant awarded to local units of government to cover up to 50% of costs associated with projects that continue development of local parks and recreation areas. Staff has completed an application to apply for the 2023 program with maximum award funding of \$300,000 that would support the addition of amenities in Bluebird Park. We received confirmation that the City of Isanti was approved for an award of \$300,000 in late summer and funds must be expended by December 31, 2022.

The grant application includes features that would have a total project cost of \$736,000, with the \$300,000 covered through the grant funding. The remaining project costs would include \$436,000 allocated for restrooms and the splash pad with \$218,000 budgeted in the CIP and \$218,000 budgeted from Park Dedication funds.

Request:

Staff is requesting approval to accept the grant funds and enter into the MN DNR State of Minnesota Grant Contract Agreement for this park project.

Attachment:

- Resolution 2022-XXX

RESOLUTION 2022-XXX

ACCEPTANCE OF MN DNR OUTDOOR RECREATION GRANT

WHEREAS, per Resolution 2022-053 Staff was approved to apply for the MN DNR Outdoor Recreation Grant for improvements to Bluebird Park including a splash pad and restrooms; and

WHEREAS, the City of Isanti has been awarded grants for projects in the past; and,

WHEREAS, the City of Isanti has received grant funding in the amount of \$300,000, the maximum amount awarded through this program; and,

WHEREAS, the awarded funding must be used to help construct a splash pad with seating, restrooms, intergenerational fitness equipment, pollinator gardens and paved accessible paths;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby accept \$300,000 in grant funds from the MN DNR Outdoor Recreation Program administered under the Land and Water Conservation Fund Act of 1965.

This Resolution hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Isanti, Unique Entity ID: JM6AQ71NK7J5, 110 1st Ave NW, Isanti, MN 55040 ("GRANTEE").

Recitals

1. Under [Minn. Stat. 84.026](#), the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Pursuant to [Minn. Stat. 84.0264](#), the state is empowered to receive and administer grants under the Land and Water Conservation Fund grant program authorized by Congress in the Land and Water Conservation Fund Act of 1965, as amended, and the Local Grants program authorized by the State of Minnesota. Fifty percent of the funds granted under subdivision 1 shall be distributed for projects to be acquired, developed, and maintained by local units of government, providing that any project approved is consistent with a statewide or a county or regional recreational plan and compatible with the statewide recreational plan. All money received by the commissioner for local units of government is appropriated annually to carry out the purposes for which the funds are received.
3. Under the Land and Water Conservation Fund, National Park Service, CFDA No. 15.916, Grant No. P22AP01788-00, the state received a federal award on September 25, 2022 for 27-01467 City of Isanti - Bluebird Park Splash Pad. This project is not a research and development project.
4. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Bluebird Park.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date*

October 1, 2022, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date*

December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 24. Land Retention

and Deed Restriction and 25. Resource Management and Protection.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$300,00.00.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The Grantee agrees to provide a nonstate match of a least \$436,000.00. The total project cost is \$736,000.00.

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$300,000.00.

(d) Indirect Cost Rate

Federal indirect costs are not eligible for reimbursement in the State's federal award or this sub-award agreement.

4.2 Payment

(a) Reimbursement Requests

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

(b) Federal funds

Payments under this grant contract will be made from federal funds obtained by the State through the National Park Service of the United States Department of Interior, Land and Water Conservation Fund, 15.916, Act of 1965 as amended thereto. If at any time such funds become unavailable, this Grant Contract shall be terminated immediately upon written notice of such fact

by the State to the Grantee. In the event of such termination, Grantee shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN or by the Federal Government: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

The State's Authorized Representative is Mai Neng Moua, Grants Specialist Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, mai.n.moua@state.mn.us, 651.259.5638 or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Stephanie Hillesheim, Community Development Director, City of Isanti, 110 1st Avenue Northwest, Isanti, MN 55040, SHillesheim@cityofisanti.us, 763.762.5761 or her successor, and has the authority to accept the services provided under this grant contract agreement. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

The State owns any intellectual property developed with these funds.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as

the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Signage*

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

12.3 *Endorsement*

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Affirmative Action and Non-Discrimination

(a) The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified ([Minn. Stat. 363A.02](#)).

The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

(b) The grantee must not discriminate against any employee or applicant for employment because of

physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, (Minnesota Rules, part [5000.3500](#)).

(c) The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design. The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

21.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this

certification, such prospective participant shall attach an explanation to this agreement.

22 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Land Retention and Deed Restriction

24.1 Land Retention

Any lands acquired or developed with assistance from the Outdoor Recreation grant program must be retained solely for public outdoor recreation use. The lands subject to this contract are shown in Attachment B – Boundary Map which is attached and incorporated into this contract. No other use can be made of these lands without prior written approval of the State and the Secretary of Interior. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Outdoor Recreation Project Contract LW27-01467, the City of Isanti does hereby impose the following restrictions on the property described

in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The property has been acquired and/or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State acting through its Commissioner of Natural Resources and the Secretary of the Interior.

25 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

26 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. [Operational Order 113](#) is incorporated into this contract by reference. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

27 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

28 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance

must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

28 Program Requirements

The grantee will comply with the provisions of the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), and Attachment C, Federal Land and Water Conservation Fund Program General and Special Provisions, attached and incorporated into this contract.

29 General and Special Provisions

1. **Department of Interior Standard (DOI) Terms and Conditions.** DOI Standard Terms and Conditions apply and are located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.
2. **2 C.F.R. §200.92 Subaward; 200.101 Applicability; and 200.331 Subrecipients and contractor determinations.** Requirements for passthrough entities applies.
3. **Lobbying Prohibition.** 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable – For Grants over \$100,000)**
 - a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
 - b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
 - c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.
5. **Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

 - (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

6. **Ensuring the future is made in all of America by all of America's Works** per [E.O. 14005](#). Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers," the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.
7. **Build America, Buy America.** Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

8. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative

Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

9. **Program Income.** If the Grantee earns program income, as defined in 2 CFR § 200.80, during the period of performance of this agreement, to the extent available the Grantee must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
10. **Rights in Data.** The Grantee must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

11. Conflict of Interest

(a) Applicability

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

(b) Requirements

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- (c) **Notification.** Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.

- (d) Grantees must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been
encumbered as required by Minn. Stat. §
16A.15*

Signed:_____

Date:_____

SWIFT Contract/PO No(s)._____

2. GRANTEE

The Grantee certifies that the appropriate person(s)
have executed the grant contract agreement on
behalf of the Grantee as required by applicable
articles, bylaws, resolutions, or ordinances.

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

3. STATE AGENCY

By:_____
(with delegated authority)

Title:_____

Date:_____

Distribution:
Agency
Grantee
State's Authorized Representative

Attachment A - Project Narrative and Budget Detail

Recipient: City of Isanti

Park Name: Bluebird Park

Project Number: LW27-01467

LWCF Amount: \$300,000

Local Match: \$436,000

Total Project Cost: \$736,000

Project Scope:

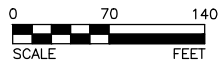
The City of Isanti will construct a splash pad with seating, restrooms, intergenerational fitness equipment, pollinator gardens, and paved accessible paths.

<u>Project Components</u>	<u>Estimated Total Cost</u>
Outdoor splash pad (3000 sq. ft. with seating and shade options)	\$400,000
Outdoor restroom (six stall plumbed facility)	\$298,000
Pollinator Garden (with information signage)	\$3,000
ADA Path Connections (for basketball courts and ice skating rink)	\$2,000
Fitness Trail	\$33,000
<hr/>	
Total Cost	\$736,000

Attachment B -27-01467 LWCF Boundary Map



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PLAN OR 126218 Splashpad BSE.dwg 2/28/2022 11:59:51 AM



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



DESIGNED	JWC	NO.	1	ISSUED FOR	DNR	DATE	2/22/22
DRAWN	JWC						
CHECKED	JWC						
CLIENT PROJ. NO.	OR1.126218						

ISANTI, MN
RECREATION SITE PLAN CONCEPT
BLUEBIRD PARK
SPLASH PAD & RESTROOM IMPROVEMENTS

ATTACHMENT C LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

City of Isanti

Gross Payroll	104,869.43
Social Security & Medicare	6,025.86
Public Employees Retirement	10,317.34
Total City Expense	<u>121,212.63</u>

Pay Date 10/14/2022

Pay Period 21 (9/25-10/8/22)

City of Isanti

Check Register - Mayor/Council Approval

Page: 1

Check Issue Dates: 10/5/2022 - 10/5/2022

Oct 05, 2022 12:42PM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/22	10/05/2022	59320	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	1,660.00
10/22	10/05/2022	59321	1231	ACE SOLID WASTE INC	101-20200	883.38
10/22	10/05/2022	59322	2850	BEAUDRY OIL & PROPANE INC	101-20200	2,149.50
10/22	10/05/2022	59323	9	BERNICKS PEPSI-COLA	609-20200	3,971.56
10/22	10/05/2022	59324	2319	BREAKTHRU BEVERAGE OF MN	609-20200	22,271.12
10/22	10/05/2022	59325	1937	CHILSON JEWELERS	101-20200	62.00
10/22	10/05/2022	59326	1629	CITY OF ISANTI	101-20200	16,481.23
10/22	10/05/2022	59327	918	CRYSTAL SPRINGS ICE	609-20200	286.50
10/22	10/05/2022	59328	8	DAHLHEIMER DISTRIBUTING CO	609-20200	20,557.87
10/22	10/05/2022	59329	912	FASTENAL COMPANY	101-20200	113.67
10/22	10/05/2022	59330	1682	FERGUSON WATERWORKS	601-20200	333.63
10/22	10/05/2022	59331	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	106.14
10/22	10/05/2022	59332	2028	FURTHER	861-20200	141.94
10/22	10/05/2022	59333	3140	GARPHISH BREWING COMPANY	609-20200	180.00
10/22	10/05/2022	59334	2830	GDO LAW	101-20200	4,333.33
10/22	10/05/2022	59335	134	GOPHER STATE ONE-CALL INC	601-20200	128.25
10/22	10/05/2022	59336	2209	INNOVATIVE OFFICE SOLUTIONS INC	108-20200	58.84
10/22	10/05/2022	59337	188	ISANTI COUNTY SHERIFF	101-20200	220.80
10/22	10/05/2022	59338	1563	ISANTI ELECTRIC INC	601-20200	1,296.86
10/22	10/05/2022	59339	162	ISANTI RENTAL INC	228-20200	103.00
10/22	10/05/2022	59340	7	JOHNSON BROTHERS LIQUOR CO	609-20200	8,271.74
10/22	10/05/2022	59341	5	KAWALEK TRUCKING	609-20200	345.20
10/22	10/05/2022	59342	3255	KUHARSKI, GREG	101-20200	101.00
10/22	10/05/2022	59343	1479	LOFFLER -131511	108-20200	157.17
10/22	10/05/2022	59344	17	MCDONALD DISTRIBUTING CO	609-20200	25,959.57
10/22	10/05/2022	59345	616	MENARDS - CAMBRIDGE	101-20200	229.44
10/22	10/05/2022	59346	110	METAL COATING & MFG CO	228-20200	1,273.95
10/22	10/05/2022	59347	194	MN DEPT OF HEALTH	601-20200	46.00
10/22	10/05/2022	59348	3220	MORRELL MANUFACTURING INC	920-20200	324.13
10/22	10/05/2022	59349	2080	MVTL LABORATORIES INC	602-20200	895.29
10/22	10/05/2022	59350	3122	NEW FRANCE WINE COMPANY	609-20200	2,176.00
10/22	10/05/2022	59351	2553	O'REILLY	603-20200	74.98
10/22	10/05/2022	59352	3149	ORIGIN WINE & SPIRITS	609-20200	1,155.00
10/22	10/05/2022	59353	2495	PELTIER, TABITHA	603-20200	816.80
10/22	10/05/2022	59354	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,993.20
10/22	10/05/2022	59355	12	POSTMASTER	603-20200	275.00
10/22	10/05/2022	59356	2341	RED BULL DISTRIBUTION CO INC	609-20200	391.52
10/22	10/05/2022	59357	3257	SALTIS, RYAN	101-20200	467.97
10/22	10/05/2022	59358	2396	SOUTHERN GLAZERS OF MN	609-20200	9,912.03
10/22	10/05/2022	59359	2156	SUMMIT FIRE PROTECTION	101-20200	16.00
10/22	10/05/2022	59360	2598	T.A. SCHIFSKY & SONS INC	101-20200	458.25
10/22	10/05/2022	59361	1290	THE AMBLE GROUP	101-20200	529.80
10/22	10/05/2022	59362	97	TOTAL CONTROL SYSTEMS INC	602-20200	3,480.13
10/22	10/05/2022	59363	2944	UNIFIRST CORPORATION	609-20200	804.26
10/22	10/05/2022	59364	686	VERIZON WIRELESS	101-20200	1,616.08
10/22	10/05/2022	59365	427	VESSCO INC	601-20200	961.49
10/22	10/05/2022	59366	42	VIKING COCA-COLA BOTTLING CO	609-20200	332.80
10/22	10/05/2022	59367	1286	VINOCOPIA INC	609-20200	1,432.76
10/22	10/05/2022	59368	4	WATSON CO INC	609-20200	1,917.73
10/22	10/05/2022	59369	1922	WEX BANK	101-20200	4,649.99
10/22	10/05/2022	59370	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,950.00
10/22	10/05/2022	59371	780	WINE MERCHANTS	609-20200	448.00
10/22	10/05/2022	59372	2872	WINEBOW	609-20200	5,224.85

City of Isanti

Check Register - Mayor/Council Approval

Page: 2

Check Issue Dates: 10/5/2022 - 10/5/2022

Oct 05, 2022 12:42PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/22	10/05/2022	59373	3256	WOLD ARCHITECTS AND ENGINEERS	920-20200	4,751.04
Grand Totals:						162,778.79

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 10/12/2022 - 10/12/2022Page: 1
Oct 12, 2022 02:25PM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/22	10/12/2022	59374	1231	ACE SOLID WASTE INC	101-20200	75.20
10/22	10/12/2022	59375	2343	ADVANTAGE SIGNS & GRAPHICS INC	101-20200	352.16
10/22	10/12/2022	59376	2863	AMAZON CAPITAL SERVICES	228-20200	2,039.30
10/22	10/12/2022	59377	2030	ARTISAN BEER COMPANY	609-20200	529.20
10/22	10/12/2022	59378	53	BELLBOY CORPORATION	609-20200	6,626.73
10/22	10/12/2022	59379	9	BERNICKS PEPSI-COLA	609-20200	2,846.46
10/22	10/12/2022	59380	2609	BETKER, MIKE	101-20200	123.75
10/22	10/12/2022	59381	368	BILLS QUALITY CLEANING	609-20200	712.00
10/22	10/12/2022	59382	1387	BJORKLUND COMPANIES LLC	101-20200	1,464.52
10/22	10/12/2022	59383	2319	BREAKTHRU BEVERAGE OF MN	609-20200	90.90
10/22	10/12/2022	59384	2487	CAPITOL BEVERAGE SALES	609-20200	905.64
10/22	10/12/2022	59385	1198	CENTER POINT ENERGY	601-20200	881.98
10/22	10/12/2022	59386	1822	CENTURYLINK BUSINESS SERVICES	101-20200	9.45
10/22	10/12/2022	59387	918	CRYSTAL SPRINGS ICE	609-20200	220.40
10/22	10/12/2022	59388	8	DAHLHEIMER DISTRIBUTING CO	609-20200	16,686.86
10/22	10/12/2022	59389	2244	DEZURIK INC - BIN# 135058	602-20200	2,291.10
10/22	10/12/2022	59390	385	FEDERATED CO-OPS INC	101-20200	79.92
10/22	10/12/2022	59391	2028	FURTHER	101-20200	33.10
10/22	10/12/2022	59392	2028	FURTHER	861-20200	3,857.50
10/22	10/12/2022	59393	3258	HOBBY FARMS PLUS INC	920-20200	1,195.00
10/22	10/12/2022	59394	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	231.93
10/22	10/12/2022	59395	270	ISANTI READY MIX INC	228-20200	285.00
10/22	10/12/2022	59396	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	511.24
10/22	10/12/2022	59397	7	JOHNSON BROTHERS LIQUOR CO	609-20200	16,555.49
10/22	10/12/2022	59398	5	KAWALEK TRUCKING	609-20200	272.60
10/22	10/12/2022	59399	17	MCDONALD DISTRIBUTING CO	609-20200	1,147.27
10/22	10/12/2022	59400	110	METAL COATING & MFG CO	228-20200	60.00
10/22	10/12/2022	59401	2829	MN DEPT OF COMMERCE	101-20200	150.18
10/22	10/12/2022	59402	194	MN DEPT OF HEALTH	601-20200	5,778.00
10/22	10/12/2022	59403	176	MN DEPT OF REVENUE	101-20200	45,464.00
10/22	10/12/2022	59404	2842	MN PEIP	861-20200	35,149.72
10/22	10/12/2022	59405	3119	MOOSE LAKE BREWING CO. LLC	609-20200	192.00
10/22	10/12/2022	59406	2080	MVTL LABORATORIES INC	602-20200	105.79
10/22	10/12/2022	59407	2450	NORTHERN HOLLOW WINERY	609-20200	583.57
10/22	10/12/2022	59408	283	OLSON POWER & EQUIPMENT	101-20200	89.19
10/22	10/12/2022	59409	3149	ORIGIN WINE & SPIRITS	609-20200	120.00
10/22	10/12/2022	59410	617	PAUSTIS & SONS	609-20200	1,912.25
10/22	10/12/2022	59411	44	PHILLIPS WINE & SPIRITS INC	609-20200	3,952.07
10/22	10/12/2022	59412	2630	RAPP, JORDAN	602-20200	41.28
10/22	10/12/2022	59413	2473	RITEWAY BUSINESS FORMS	609-20200	330.07
10/22	10/12/2022	59414	808	SHERMIK TREE FARMS	101-20200	5,000.00
10/22	10/12/2022	59415	2396	SOUTHERN GLAZERS OF MN	609-20200	5,382.40
10/22	10/12/2022	59416	554	STEVES TIRE INC	101-20200	576.00
10/22	10/12/2022	59417	1290	THE AMBLE GROUP	101-20200	361.20
10/22	10/12/2022	59418	97	TOTAL CONTROL SYSTEMS INC	602-20200	2,397.00
10/22	10/12/2022	59419	1820	URBANS HARDWARE INC	601-20200	217.88
10/22	10/12/2022	59420	2027	US INTERNET	603-20200	57.80
10/22	10/12/2022	59421	42	VIKING COCA-COLA BOTTLING CO	609-20200	392.60
10/22	10/12/2022	59422	4	WATSON CO INC	609-20200	2,413.49
Grand Totals:						170,751.19

RESOLUTION 2022-XXX

APPOINTING ELECTION JUDGES FOR THE 2022
GENERAL ELECTION

WHEREAS, the General Election shall be held on November 8, 2022; and,

WHEREAS, the City of Isanti must appoint election judges for both precincts for the City of Isanti;

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

1. The following persons shall be appointed to serve as election judges and/or as alternates for the City of Isanti precinct at the General Election to be held on November 8, 2022:

Dean Fleming
Laureen Simon
Leslie Knudson
Elaine Fischer
Connie Anderson
Pamela Dahlheimer
Pamela Van Buren
Leslie Pendergast
Tabitha Peltier
Leroy Johnson
Jaden Strand

Katie Grotte
Margaret Johnson
David Rysted
Dan Balk
Jodi Anderson
Ryan Saltis
Megan Drews
Margaret Engquist
Allen Garber
Elizabeth Anderson

2. Election Judges (non-staff) shall be compensated for mileage, election judge training, and for the hours served as an Election Judge.
3. Election Judges (non-staff) shall be compensated at \$14.00/hr.
4. City Staff is authorized to provide reasonably priced snacks to election judges and to purchase any additional supplies needed in order to ensure elections run efficiently and effectively.
5. The Election Administrator is authorized to train and appoint election judges as necessary.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Jaden Strand, City Clerk
Date: October 18, 2022
Subject: Resolution 2022-XXX Approving Contract for Commercial Liability Insurance Representative

Background:

The League of MN Cities requires members who participate in their property/ casualty program work through a licensed insurance agent.

The City's current commercial insurance representative agreement with Associated Benefits and Risk Consulting is set to expire October 31, 2022. Associated Benefits and Risk Consulting was acquired by USI Insurance Services LLC (USI) on June 30, 2020.

USI submitted a new proposed 3-year service agreement to begin 01/01/2023. The proposed agreement from USI is consistent with the previous agreement initiated with Associated Benefit and Risk Consulting with an annual fee of \$6,500.00. USI will continue to provide agency services at no additional cost to the city from 10/31/2022 through 01/01/2023 when the new agreement becomes effective.

Staff has reviewed the proposed agreement from USI and is recommending approval. A resolution for your consideration is attached, as well as a copy of USI's proposed agreement.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Approving Contract for Commercial Liability Insurance Representative
- Proposed Agreement

RESOLUTION 2022-XXX

**APPROVING CONTRACT FOR COMMERCIAL LIABILITY INSURANCE
REPRESENTATIVE**

WHEREAS, the City of Isanti approved Resolution 2017-276 on November 7th, 2017 entering into a service agreement with Associated Benefits and Risk Consulting for commercial liability insurance services as the City's agent of record which is set to expire October 31st, 2022; and,

WHEREAS, Associated Benefits and Risk Consulting was acquired by USI Insurance Services LLC (USI) on June 30th, 2020.

WHEREAS, the City is permitted to extend agreements without requesting new proposals as allowed by Statute; and,

WHEREAS, USI has provided a proposed agreement in the amount of \$6,500.00 annually for three years (2023 through 2025); and,

WHEREAS, staff has reviewed the proposed agreement and recommends a three-year contract with USI is in the best interest of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve a three-year contract with USI for commercial insurance representative and the City Administrator to sign all necessary documentation.

This resolution was duly adopted by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

CLIENT SERVICE AGREEMENT

This Client Service Agreement (“Agreement”) is made and entered into this 01 day of January, 2023 (“Effective Date”), by and between USI Insurance Services LLC (“USI”), and City of Isanti (“Client”).

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

Commercial Package, Workers’ Compensation and Liquor Liability

2. SERVICES

USI agrees to provide to Client the following insurance brokerage services:

Ongoing

- Negotiate coverage terms, premiums and the placement of coverages with insurers
- Oversee the quality and success in the delivery of all USI services
- Provide day-to-day consulting on servicing of insurance
- Review contracts related to insurance requirements
- Review the accuracy of each binder, certificate, endorsement, premium audit and other documents received from the insurers, and obtain necessary revisions
- Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements and related documentation within the timeframes of our service level agreement
- Prepare certificates of insurance as requested by Client and as appropriate
- Monitor the finance strength of the insurer(s) providing Client’s coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below “A-“
- Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy of such information

Claims services

- Provide detailed loss data to Client on a periodic basis, based on data from the insurers

- Monitor problematic claims regularly and advocate for Client

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

USI will be compensated for the services through payment of a fee by Client to USI as outlined in this Agreement. The [Annual] fee will be \$6,500.00, payable and to be invoiced as follows, Yearly.

Describe details of payment plan.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. At your request, USI will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

Miscellaneous sources of compensation

In addition to the foregoing, USI may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through USI's bank accounts
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.
- Vendors and / or service providers

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI's compensation as appropriate.

4. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Client insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to Client prior to binding any coverage on your behalf.

5. TERM AND TERMINATION

- 5.1. Term. The term of this Agreement shall commence on 01/01/23 and shall terminate Three Year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.
- 5.2. Termination. Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 60 days' prior notice to the other. In the event of termination by the Client prior to expiration, USI's "annual" compensation will be deemed earned according to the following schedule:
- 60% at inception
 - 75% after four months
 - 100% after seven months

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in paragraph 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. SURPLUS LINES

In certain cases, placements that USI makes on Client's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Client agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers/administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. MISCELLANEOUS

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by

various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact you and your employees, Client's plan, our contemplated engagement and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for you and your employees. Client further represents that USI's use of this information to perform services for you and your employees does not and will not violate any privacy notice or other policy issued by you or any benefit program you maintain, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of New York, without regard to its conflict of laws principles.

12. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services LLC

Signature

Print Name

Title

Date

City of Isanti

Signature

Print Name

Title

Date



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Rum River BMX

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Rum River BMX has graciously donated \$1800.00 to purchase three light displays for the event. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Rum River BMX

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM RUM RIVER BMX

WHEREAS, Rum River BMX has donated \$1800.00 to purchase 3 light displays for Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Rum River BMX.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Surface Specialists Metro MN

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Surface Specialists Metro MN has graciously donated \$1000.00 to be a “Bronze Sponsor” for the event. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Surface Specialists Metro MN

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM SURFACE SPECIALISTS METRO MN

WHEREAS, Surface Specialists Metro MN has donated \$1000.00 to be named a Bronze Sponsor of Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Surface Specialists Metro MN.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Serenity Circle Counseling

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Serenity Circle Counseling has graciously donated \$450.00 to purchase one light display for the event. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Serenity Circle Counseling

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM SERENITY CIRCLE COUNSELING

WHEREAS, Serenity Circle Counseling has donated \$450.00 to purchase a light display for Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Serenity Circle Counseling.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Lit'l Sprouts Childcare Center

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Lit'l Sprouts Childcare Center has graciously donated \$600.00 to purchase one light display for the event. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Lit'l Sprouts Childcare Center

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM LIT'L SPROUTS CHILDCARE CENTER

WHEREAS, Lit'l Sprouts Childcare Center has donated \$600.00 to purchase a light display for Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Lit'l Sprouts Childcare Center.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Advanced Telemetry Systems

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Advanced Telemetry Systems has graciously donated \$1000.00 to be a “Bronze Sponsor”. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Advanced Telemetry Systems

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM ADVANCED TELEMETRY SYSTEMS

WHEREAS, Advanced Telemetry Systems has donated \$1000.00 to be named a Bronze Sponsor of Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Advanced Telemetry Systems.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Falcon National Bank

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Falcon National Bank has graciously donated \$500.00 to be a “Participating Sponsor”. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Falcon National Bank

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM FALCON NATIONAL BANK

WHEREAS, Falcon National Bank has donated \$500.00 to be named a Participating Sponsor of Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Falcon National Bank.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Minnco Credit Union

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Minnco Credit Union has graciously donated \$1000.00 to be a “Bronze Sponsor” for the event. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Minnco Credit Union

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM MINNCO CREDIT UNION

WHEREAS, Minnco Credit Union has donated \$1000.00 to be named a Bronze Sponsor of Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Minnco Credit Union.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation, and Events Coordinator
Date: October 18, 2022
Subject: Resolution 2022-XXX Accepting Donation from Northwoods Electric

Background:

In preparation for Illuminate Isanti, city staff have been soliciting donations from local business to sponsor the event. Surface Specialists Metro MN has graciously donated \$500.00 to be a “Participating Sponsor” for the event. We thank them for their support of Illuminate Isanti.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Accepting Donation from Northwoods Electric

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM NORTHWOODS ELECTRIC

WHEREAS, Northwoods Electric has donated \$500.00 to be named a Participating Sponsor of Illuminate Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the donation from Northwoods Electric.

This Resolution is hereby approved by the Isanti City Council this 18th day of October 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Isanti Police Department Monthly Report

September 2022

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	5	64
Assault	4	21
Vandalism/Damage to Property	3	23
Narcotics	2	25
Burglary	0	7
Domestics	8	34
Crim Sex	3	9
Robbery	0	0
Loud Party/Disturbance	7	68
Medical	45	357
Permit to Purchase	8	73
Security Check / Extra Patrol	367	4,014

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	8	107
DUI	1	8
Accidents	9	94
Hit & Run	1	7
Warrant P/U	3	37
Speed	6	60
DAR/DAS	17	181
Administrative Citations (Including Speed)	1	42

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	107,296	429	4,581
Ford Explorer 224	104,867	513	2,971
Ford F150 225	59,139	360	7,306
Chevy Impala 223	105,308	411	2,593
Dodge Durango 226	51,519	1,495	9,174
Dodge Durango 227	57,792	419	9,348
Dodge Durango 228	39,119	1,332	11,477
Chevy Tahoe 229	26,161	1,231	11,595
Dodge Charger 230	15,166	1,234	13,193

CEZT REPORT SEPTEMBER 2022													
TOTAL CASES THIS YEAR AT END OF MONTH													
NEW CASES THIS MONTH													
CARRIED FORWARD FROM PREVIOUS MONTH													
NEW CASES + CARRIED FWD													
CLOSED THIS MONTH													
ACTIVE END OF MONTH (NOT INCL CITATIONS)													
CAN - Prohibited Animals/87.1													
CCV - Comm Vehicle storage/227-9/10													
CDO - Dogs													
CPA - Park & Store/227-8													
CSN - Snow Removal/216-2-Q													
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H2O - Water Restrictions/325-17-C													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage/216-4-L													
NGR - Grass/Weed Length/216-2-H													
Nuisance Junk/Rubbish/216-2-L													
NOX - Noxious Weeds													
NUV - Unlicensed Vehicle or expired tabs/216-2-L													
ZAC - Accessory Building /445, SEC 6, SUB 6, C													
ZFE - Fence/216-4-A-(16)													
Zoning/ § 445 Section 15, Subdivision. 5-C-4.													
Other/216-4-A-(4)													
Other/445- Sec 7: Art 2: Sub 4													
MISDEMEANOR CITATIONS ISSUED THIS MONTH													
ACTIVE CITATIONS END OF MONTH													
COMPLIANCE LETTERS MAILED THIS MONTH													
ABATED PROPERTIES THIS MONTH													

CITY OF ISANTI MONTHLY REPORT

September 2022

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	36	179	\$0.00	\$0.00	\$36.00	\$103.00	\$2,880.00	\$14,720.00		
DECK	3	29	\$0.00	\$0.00	\$3.00	\$12.00	\$900.00	\$8,353.80		
LL FINISH	2	18	\$0.00	\$225,000.00	\$2.00	\$4.00	\$600.00	\$5,238.00		
REMODEL / ADDITION	1	8	\$5,600.00	\$265,600.00	\$2.80	\$5.30	\$1,963.50	\$2,661.45		
GARAGE / SHED	1	2	\$115,000.00	\$140,000.00	\$57.50	\$7.50	\$460.30	\$15,424.18		
MISCELLANEOUS	5	144	\$0.00	\$4,000.00	\$5.00	\$28.00	\$13,567.20	\$162,255.90		
SINGLE DWELLINGS	5	57	\$1,153,243.00	\$12,800,013.02	\$576.62	\$1,496.40	\$0.00	\$0.00		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	10	114	\$0.00	\$0.00	\$10.00	\$33.00	\$750.00	\$8,550.00		
PLUMBING	7	89	\$0.00	\$0.00	\$7.00	\$25.00	\$578.00	\$7,206.00		
RESIDENTIAL TOTAL	70	640	\$1,273,843.00	\$13,434,613.02	\$699.92	\$1,764.20	\$21,926.70	\$229,565.68		
COMMERCIAL										
NEW BUILDINGS	0	2	\$0.00	\$1,711,477.00	\$0.00	\$0.00	\$0.00	\$12,619.20		
REMODEL / ADDITION	1	6	\$5,000.00	\$78,034.00	\$2.50	\$33.27	\$202.95	\$2,730.30		
PLUMBING	1	14	\$6,500.00	\$48,500.00	\$3.25	\$20.90	\$97.50	\$1,834.00		
MECHANICAL	0	7	\$0.00	\$114,612.00	\$0.00	\$19.50	\$0.00	\$3,756.65		
ROOF / SIDING	1	4	\$0.00	\$140,173.00	\$0.00	\$70.09	\$435.50	\$2,352.50		
MISCELLANEOUS	1	29	\$63,300.00	\$66,988.00	\$31.65	\$36.65	\$1,566.68	\$9,102.79		
COMMERCIAL TOTAL	4	62	\$74,800.00	\$2,159,784.00	\$37.40	\$180.41	\$2,302.63	\$32,395.44		

RESIDENTIAL/COMMERCIAL TOTAL	74	702	\$1,348,643.00	\$15,594,397.02	\$737.32	\$1,944.61	\$24,229.33	\$261,961.12	\$33,465.00	\$401,580.00
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YEARLY BUILDING PERMIT COMPARISONS

THRU 9/30/2022

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	358	31	0	0	\$7,057,395.06	\$128,158.63	\$199,575.00
2016	457	55	0	4	\$19,529,839.23	\$267,818.54	\$593,615.88
2017	543	71	0	2	\$13,702,145.50	\$233,158.67	\$563,646.80
2018	492	66	0	2	\$17,494,372.86	\$269,013.08	\$380,150.00
2019	548	66	0	1	\$14,767,299.80	\$254,006.19	\$368,861.00
2020	865	73	0	1	\$17,874,667.43	\$314,955.52	\$430,870.00
2021	677	55	0	1	\$13,943,471.44	\$232,828.98	\$356,696.00
2022	702	57	0	2	\$15,594,397.02	\$261,961.12	\$401,580.00

MONTHLY COMPARISON FOR 2022

Month	# Permits	Permit Value	Permit Fees
January	41	\$1,368,234.21	\$18,181.30
February	56	\$1,465,212.46	\$26,286.00
March	62	\$1,799,554.74	\$25,859.30
April	81	\$3,069,173.27	\$41,851.30
May	107	\$2,762,554.76	\$48,745.90
June	105	\$1,742,267.30	\$32,344.01
July	76	\$827,001.69	\$18,400.73
August	93	\$1,211,755.59	\$25,273.25
September	74	\$1,348,643.00	\$24,229.33
October	7	\$0.00	\$790.00
November	0	\$0.00	\$0.00
December	0	\$0.00	\$0.00
Totals	702	\$15,594,397.02	\$261,961.12



MEMORANDUM

Date: October 12, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Project Status Report
Project No.: 0R1.126218

Please find listed below a status report of the current projects in the City of Isanti:

1) 2022 Pavement Management Project

This project is substantially complete. Final punch list items will be addressed this month.

2) Brookview South 1-4 Addition Rehabilitation

The dead sod will be replaced this month. The final assessment process will be completed this fall.

3) Heritage Blvd & 8th Avenue Pedestrian Crossing

We have submitted the concept layout and cost estimate to the County for review.

4) Legacy Pines 3rd Addition

Punchlist items will be completed this month.

5) Fairway Greens North Development 1st & 2nd Addition

This project is substantially complete. Punchlist items will be completed this month. The final lift of pavement will go on next year.

6) Fairway Greens South Development

The owner has requested to extend the deadline to record the plat to this fall.

7) MS4 Implementation

We will continue to assist the City as requested to meet MS4 requirements.

Please contact me if you have any questions.