

**AGENDA**  
**CITY OF ISANTI**  
**CITY COUNCIL MEETING**



**TUESDAY, OCTOBER 5, 2021 – 7:00 P.M.**  
**CITY HALL**

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

**F. Proclamations/Commendations/Certificate Award**

- 1. IRIS Infants Remembered in Silence

**G. Approve City Council Minutes**

- 1. September 21, 2021 - Regular Meeting of the City Council
- 2. September 21, 2021 - Committee of the Whole Meeting
- 3. August 17, 2021 - Planning Commission Meeting
- 4. August 24, 2021 – Parks, Recreation and Culture Board Meeting

**H. Announcements**

**1. CITY OFFICES CLOSED**

Monday, October 11, 2021

*(In Observance of Columbus Day)*

**2. Committee of the Whole**

Tuesday, October 19, 2021 at 5:00 p.m.

**3. City Council Meeting**

Tuesday, October 19, 2021 at 7:00 p.m.

**4. Planning Commission Meeting**

Tuesday, October 19, 2021

*(Immediately following the City Council Meeting)*

**I. Council Committee Reports**

**J. Public Hearings**

**K. Business Items**

- 1. Resolution 2021-XXX Designating Committees and Representative City Commissions and Advisory Boards for Year 2021

**Community Development Director Sheila Sellman**

- 2. Resolution 2021-XXX Approving a Comprehensive Land Use Plan Amendment to Change the Designation from General Commercial to Low Density Single Family Residential for PID's 16.134.0030, 16.134.0040, 16.134.0050 and 16.134.0060
- 3. Purchase Agreement and Development and Subsidy with Rockstad and Co. Relics and Wares to Purchase 102 Dahlin Ave NE, PID 16.047.0120
- 4. Purchase Agreement with Nick and Drew Enterprises, LLC for the Sale of 400 West Dual Blvd NE, PID 16.053.0070

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

5. 2022 Street Dance Location Discussion
6. Resolution 2021-XXX Approving a Special Event Permit Application for the Amphitheater Grand Opening Celebration
7. Resolution 2021-XXX Approving Isanti Light Display Event

**Finance Director Mike Betker**

8. 2014A Bond Refunding (*Jessica Green*)

**L. Approve Consent Agenda**

1. Payroll in the Amount of \$120,607.51 Accounts Payable in the Amount of \$272,112.43 and Third Quarter Payroll for Council/ Boards/ Commissions in the Amount of \$8,713.48
2. Resolution 2021-XXX Approving Boards and Commissions to Receive Agenda Packets Digitally Via Email
3. Resolution 2021-XXX Accepting Resignation for Liquor Store Clerk Nicole Bothman
4. Resolution 2021-XXX Approving the Hire of Katie Olsen for Part-Time Liquor Store Clerk II
5. Resolution 2021-XXX Approving the Hire of Kristin Bennett for Part-Time Liquor Store Clerk II
6. Resolution 2021-XXX A Resolution Updating Trunk Oversizing Policy
7. Resolution 2021-XXX Approving Donation Box at Liquor Store
8. Resolution 2021-XXX Objecting to Any Future Mask Mandate

**M. Other Communications**

1. Draft Minutes for the September 28, 2021 Parks, Recreation and Culture Board Meeting

**N. Closed Session**

1. Closed Session for Discussions to Purchase Real Property PID 16.090.0102, 901 E Dual Blvd NE Isanti, MN Pursuant to Minnesota Statutes 13D.05 Subd3 (c)

**Adjournment**

**RESOLUTION 2021-XXX****RECOGNIZING NATIONAL PREGNANCY AND INFANT LOSS REMEMBRANCE DAY**

**WHEREAS**, Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and,

**WHEREAS**, many of these parents live in, deliver in, have a child die in, or bury a child in our community; and,

**WHEREAS**, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded in 1987, 33 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents and all other types of infants and early childhood death; and,

**WHEREAS**, Bereaved parents around the world remember their children annually on October 15 with a candle lighting at 7 p.m. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and this would unify these parents in tribute to their children; and,

**WHEREAS**, In 1988 President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month;

**NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota**, In honor of the thousands of children that die each year in Minnesota, Infants Remembered In Silence, Inc. (IRIS) respectfully requests that October 15<sup>th</sup>, 2021 be recognized as Pregnancy and Infant Loss Remembrance Day.

This resolution was duly adopted by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk

**MINUTES  
CITY OF ISANTI  
CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 21, 2021 – 7:00 P.M.  
CITY HALL**

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**G.1.**

Mayor Johnson called the meeting to order at 7:02 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon (via Zoom from Subway, 903 Poplar St Leadville, CO 80461 due to hunting), Paul Bergley and Steve Lundeen

Members Absent: Dan Collison

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Specialist Ryan Saltis, Finance Director Mike Betker and Chief of Police Travis Muyres

Others Present: Cambridge-Isanti Schools Finance Director Chris Kampa, Cambridge-Isanti Schools Superintendent Nate Rudolph

**D. Public Comment**

None

**E. Adopt Agenda**

**ADD K.1** Cambridge-Isanti School Referendum Information

**Renumbering K.2 Resolution 2021-199** Approving a Special Event Permit Request for the Isanti Liquor Grand Opening Celebration

Motion by Begley, seconded by Lundeen to approve agenda with the modifications listed above.  
Motion passed 4-0. Motion carried.

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

1. Mayors Proclamation- MN Manufacturer's Month

Mayor Johnson read the Proclamation.

**G. Approve City Council Minutes**

1. September 7, 2021 - Regular Meeting of the City Council
2. August 4, 2021 - Economic Development Authority Meeting Minutes
3. August 17, 2021 – Planning Commission Meeting Minutes

Motion by Lundeen, seconded by Bergley to approve minutes as presented. Motion passed 4-0.  
Motion carried.

**H. Announcements**

1. Park, Recreation, & Culture Board Meeting Tuesday, September 28, 2021 at 6:00 p.m.
2. City Council Meeting Tuesday, October 5, 2021 at 7:00 p.m.



**I. Council Committee Reports**

Mayor Johnson shared that he attended the last Fire District meeting as the City representative in Councilor Lundeen's absence. Finance Director Mike Betker shared that Fire District is funding for the budget for next year and looking at adding funding for capital improvements. The Fire District has an aging fleet and the overall revenue that they would need to disperse between the City's and Township's would be about 22% and the overall consensus of the board is to keep it 9.99% or less as an increase. The City has already budgeted for most of the increase.

Mayor Johnson stated that it is roughly \$2.00 a month and \$40.00 a year.

Mayor Johnson further shared that it was also discussed at the Fire District meeting that the Joint Powers Agreement is potentially exhausted and therefore looking for cities to pass a resolution to give them authorization to bill on the City's behalf.

**J. Public Hearings**

None

**K. Business Items**

**City Administrator Josi Wood**

**1. Cambridge-Isanti District #911 School Referendum Information**

Cambridge-Isanti Schools Superintendent Nate Rudolph, Cambridge Isanti Schools Finance Director Chris Kampa and Nick Izzo, 907 Maplewood Ave shared a PowerPoint presentation in regards to the upcoming school referendum in November.

**2. Resolution 2021-199 Approving a Special Event Permit Request for the Isanti Liquor Grand Opening Celebration**

City Administrator Josi Wood shared that the Isanti Municipal Liquor Store has submitted a special event permit request to host a Grand Opening Celebration at the new store. The event will take place Thursday, November 18<sup>th</sup> through Saturday, November 20<sup>th</sup>, 2021 during regular business hours, from 9:00 a.m. – 10:00 p.m. The event will have food trucks and inflatables setup onsite. There will not be any road closures with an anticipated 2100 people in attendance.

Motion by Bergley, seconded by Lundeen to approve the special event permit application.  
Motion passed 4-0. Motion carried.

**L. Approve Consent Agenda**

- 1. Consider Payroll in the Amount of \$120,311.54 Accounts Payable in the Amount of \$780,824.94**
- 2. Resolution 2021-200 Approving Application for an Exempt Gambling Permit for St. Elizabeth Ann Seton Church**
- 3. Resolution 2021-201 Approving the Development Agreement for Isanti Family Dental**

#### **4. Resolution 2021-202 Cancelling Deferred Assessment**

Motion by Bergley, seconded by Lundeen to approve minutes as presented. Motion passed 4-0.  
Motion carried.

#### **M. Other Communications**

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

#### **N. Closed Session**

1. Closed Session for Discussions to Sell Real Property PID 16.053.0070, 400 W Dual Blvd NE Isanti, MN Pursuant to Minnesota Statutes Section 13D.05 Subd3 (c)

Mayor Johnson stated the Council would be going into closed session for discussions to sell real property PID 16.053.0070, 400 Dual Blvd NE Isanti, MN pursuant to Minnesota Statutes Section 13D.05 Subd3 (c)

The meeting closed at 7:38 p.m.

Upon reopening of the meeting at 7:57 p.m., a motion was made by Bergley to negotiate the sale, seconded by Lundeen. Motion passed 4-0. Motion carried.

2. Closed Session for Discussions to Purchase Real Property PID 16.090.0102, 901 E Dual Blvd NE Isanti, MN Pursuant to Minnesota Statutes 13D.05 Subd3 (c)

Mayor Johnson stated that the Council would be going into closed session for discussions to purchase real property PID 16.090.0102, 901 E Dual Blvd NE Isanti, MN pursuant to Minnesota Statutes 13D.05 Subd3 (c)

The meeting closed at 7:59 p.m.

Upon reopening of the meeting at 8:12 p.m., a motion was made by Lundeen to negotiate the purchase of said property, seconded by Bergley. Motion passed 4-0. Motion carried.

#### **Adjournment**

A motion was made by Lundeen, seconded by Bergley to adjourn. Motion passed 4-0. Motion carried.

Meeting adjourned at 8:13 p.m.

Respectfully Submitted,



Jaden Strand  
City Clerk

**MINUTES  
CITY OF ISANTI  
COMMITTEE OF THE WHOLE MEETING**



**TUESDAY, SEPTEMBER 21, 2021 – 5:00 P.M.  
CITY HALL**

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Mayor Johnson called the meeting to order at 5:02 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon (attended via Zoom from Subway, 903 Poplar St Leadville, CO 80461 due to hunting), Paul Bergley and Steve Lundeen

Members Absent: Dan Collison

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, City Attorney Joe Langel, Finance Director Mike Betker, Public Services Director Matt Sylvester, Parks, Recreation and Events Coordinator Alyssa Olson, City Engineer Jason Cook and Chief of Police Travis Muyres

Others Present: Leroy Johnson, Elaine Fischer and Anthony Hanson

**D. Public Comment**

None

**E. Committee Meeting Items**

**1. Public Works Updates**

- The 2021 Pavement Management Project has begun with spot curb replacement and crack filling being complete. The sealcoating and the pavement overlay will be completed in the coming weeks.
- A crosswalk was added to 3<sup>rd</sup> Avenue at Eagle Street and Bluebird Ct. The painting and signs for the crosswalk will be completed soon.
- Street painting has been completed.
- Public Works have been fogging for mosquitos and will continue through September.
- The 2021 Storm System Management Project is now completed.
- Annual maintenance of the air release valves have been completed for the third time this year.
- Sewer jetting has begun and this year crews will be jetting mainly gravity areas out to the main lift station.
- The Minnesota Department of Natural Resources continues to have the area in a moderate drought phase and are asking communities to conserve water. Over the last 3 months the City has averaged 1,089,000 gallons per day.

- Well 2 was sounding phase fail alarms after the rehab work was completed last Spring. Connexus Energy was called and they replaced the Transformer for the Wellhouse.
- Curious Creatures has been attended well this past Summer.
- The Compost Site is open and has been picking up with the cooler weather. The Sunday hours will begin October 25<sup>th</sup> with the compost site closing on November 8<sup>th</sup> for the season.
- The Farmer's Market is open through September 25 and has also been very well attended.
- The Isantian has been completed and posted on the City's website.
- The VFW declined the equipment in the VFW Park. Public Works will be notifying residents by letter and removing that equipment this fall.
- The pine tree out front at City Hall was removed and a Rose Garden was added in its place with a plaque. The plaque describes how fires in 1916 left empty lots with debris until the Isanti Community Club came together and planted a Rose Garden in its place. At the time the Rose Garden was one of two in the state.

## 2. Holiday Lights Event

- Concepts were shared with the Committee in regards to the holiday lights event.
- **Concept one includes:** Free public event that focuses on market-style activities such as vendor booths, ice skating, and photos with Santa with limited focus on light displays. This concept would utilize the grass area to the South of the BMX Arena with a groomed path to the Pleasure Rink. This event would be a standard community festival that would likely draw in Isanti County residents and would run for one weekend (Friday – Sunday) in December. Attendance would be free with an option to charge a minimal fee for parking. This style of event allows attendees to come and go as they please, and has the potential for return visits with increased sales for vendors. Production costs are minimal and would include setup/tear down, overnight security, onsite utilities and storage. Partner opportunities would range from trade/donations to a top tier at \$2,500.

This event style would incur the least display and production costs, but also has the lowest potential for revenue and attendance.

### Estimated Costs

10 Light Displays	\$21,000
Production Costs	\$17,000
<i>(Labor, security, power, storage, etc)</i>	
<b>Concept 1 Initial Expenses</b>	<b>\$38,000</b>
Estimated Revenue	\$17,000
<b>Net Cost</b>	<b>\$21,000</b>

### Yr. 2

Addtl Light Displays	\$ 3,000
Production Costs	\$17,000
<i>(Labor, security, power, storage, etc)</i>	
<b>Annual Expenses</b>	<b>\$20,000</b>
Estimated Revenue	\$17,000
<b>Net Cost</b>	<b>\$ 3,000</b>

- **Concept two includes:** Ticketed walk-through experience that focuses on one-sided light displays and includes market-style activities such as vendor booths and photo opportunities. This event would be similar to Bentleyville with wire display

lighting and would likely draw an audience from neighboring counties, as well as partner opportunities at the county level. This concept would utilize the grass area to the South of the BMX Arena, but would be fully enclosed to secure features. Increased production costs would include fencing, overnight security, storage, operations staff (ticketing, greeters, etc.), and general event utilities. Recommended timeline would be to host this style event for one full week (Saturday – Saturday) in December. Ticket fees, paid parking and partner revenue would help offset costs. Partner opportunities would range from trade/donations to a top tier at \$5,000.

<b>Estimated Costs</b>		<b>Yr. 2</b>	
13 Light Displays	\$ 57,000	Addtl Light Displays	\$ 8,000
Production Costs	\$50,000	Production Costs	\$50,000
<i>(Labor, security, power, storage, etc)</i>		<i>(Labor, security, power, storage, etc)</i>	
<b>Concept 2 Initial Expenses</b>	<b>\$107,000</b>	<b>Annual Expenses</b>	<b>\$ 58,000</b>
Estimated Revenue	\$84,000	Estimated Revenue	\$84,000
<b>Net Cost</b>	<b>\$ 23,000</b>	<b>Potential Profit</b>	<b>\$26,000</b>

<b>Estimated Costs</b>		<b>Yr. 2</b>	
15 Light Displays	\$100,000	Addtl Light Displays	\$10,000
Production Costs	\$54,000	Production Costs	\$54,000
<i>(Labor, security, power, storage, etc)</i>		<i>(Labor, security, power, storage, etc)</i>	

- Recommendation from Committee is for the location of the light display to be on the Amphitheater side of Bluebird Park and bring to City Council for vote whether or not to incorporate into the 2022 budget

### 3. Sewer and Water Oversizing Policy Discussion

- Currently, the Fairway Greens South development is required to oversize their pipes for future development to the Northeast of their subject site.
- In policy right now it says that the City can provide a credit to someone that oversize's the pipe up to 10% which would equate to approximately \$1000.00.
- For Fairway Greens South to oversize the pipe it is approximately \$23,000.00 to \$30,000.00. Typically done in the surrounding cities is that if the City does require oversizing the pipe for future development, they City participates in the cost by either giving a better credit or pay the entire difference.
- Consensus from Committee is for Community Development Director Sheila Sellman and City Engineer Jason Cook to rewrite Sewer and Water policy and then work with applicant to calculate numbers specifically for this project.

### 4. Digital Agenda Packets for All Boards and Committees Discussion

- Currently, City Council and Committee of the Whole receive agenda packets digitally via email.
- The Parks, Recreation and Culture Board, Economic Development Authority and Planning Commission members at large receive paper copies of the agenda packet delivered to their residence.

- Consensus from Committee is for all boards and committees to receive agenda packets via email and provide paper copies of agenda packets at the board or committee members seated location only if requested.

#### 5. Anti-Mask Mandate Discussion (*Councilmember Bergley*)

- Two resolutions were shared with the Committee in regards to objecting to any future mask mandate.
- Resolution 5.A. is Councilmember Bergley's draft and Resolution 5.B. is Attorney Joe Langel's draft.
- Recommendation from Committee is to bring Resolution 5.B. to City Council for consideration.

#### 6. VFW Park Fence Discussion

- Upon approval to remove the playground and park equipment at the VFW Park, the VFW has requested to keep the fence that surrounds the property intact as a donation. The VFW is looking to use the renewed space for recreational opportunities, such as volleyball court or bean bag area and would keep the space enclosed.
- The fence is approximately 365 ft along the perimeter of the park. The estimated cost to the VFW to replace the fence if it was removed would be approximately \$3000.00 (including materials and labor.)
- The fence line also encloses multiple residential properties. Keeping the fence intact would eliminate the burden on those residents to have to replace the fencing to enclose their properties.
- Due to the age of the fence, there is little to no value to the City.
- Recommendation from Committee it to leave the fence for the VFW.

#### 7. Water Meter Replacement Update

- Water meters are scheduled to be replaced in 2022. The City will be split into 12 zones with each zone representing one month.
- Each zone will average about 185 meters. Residents in each zone will be notified by letter 2 months in advance to schedule their appointment.
- Residents will be given the option to call or email Utility Billing to schedule appointment.
- If residents do not call to schedule their appointment, they will receive a door posting stating City Code and that they must comply with the meter replacement. The door posting will be drafted at a later date.
- Staff is requesting a 2-hour window between 8:00 a.m. and 2:00 p.m. for each appointment. The meter replacement should not take more than 30 minutes to complete.
- Public Works will be performing the standard 5/8"-3/4" residential meter replacement but that leaves about 100 meters that are 1" and larger that staff is considering contracting out. They may take more plumbing to be completed because of their size.
- The water meter replacement project will be completed in 2022.

#### **8. Gravel Road Maintenance Discussion**

- City of Isanti and Isanti Township had a joint jurisdiction road agreement on Polk Street, South of South Passage, 3<sup>rd</sup> Avenue and 299<sup>th</sup>. The agreement was for what maintenance to be done on what roads because half is owned by the Township and half is owned by the City.
- Public Works has been maintaining Polk and the Township has been maintaining the gravel roads.
- 299<sup>th</sup> needs gravel and staff will continue to work with the Township on budgeting for gravel for future years.

#### **9. Bandshell Naming and Celebration Discussion**

- Construction has begun on the bandshell in Bluebird Park and should be completed by the end of September. When the construction is complete the bandshell will need an official name to be used across marketing materials and in rental applications.
- Staff collected some name suggestions from the Parks, Recreation and Culture Board, Mayor Johnson and area schools to help guide the discussion.
- The Parks, Recreation and Culture Board has also suggested that a grand opening celebration be used to officially open the bandshell and announce its name.
- Staff shared that the Lions Club was interested in donating to the amphitheater.
- Recommendation from Committee is to have a grand opening held on a weekend with a school band and for the Lions Club to partake in the naming of the bandshell along with a substantial donation.

#### **10. Park Lease Update- Mattson Park**

- Staff looked into Mattson Park and how the City acquired the land. The land was obtained in lieu of park fees for park dedication. It was an out lot; part of the plat and it was given to the City so those fees did not get paid as part of that development when it was established.
- If the City was to vacate the land, the property would go back to the original owner or successor. Therefore, it is not able to be leased and the City Attorney recommended that the City not vacate the land.
- Staff recommended that the resident partake in our Adopt a Park program as an alternative.
- There was no recommendation from the Committee for Staff to look into this further.

#### **11. BMX/ Bluebird Park Bathrooms Vandalism**

- The bathrooms have been vandalized numerous times. The vandals are doing a significant amount of damage which is costing the City money.
- Staff also shared concern for the amphitheater once it is built and recommended that the City install cameras.
- Recommendation from Committee is for staff to look into purchasing cameras for the Bluebird Park as well as exterior for City Hall.

**F. Adjournment**

Meeting was adjourned at 6:42 p.m.

Respectfully Submitted.

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

Jaden Strand  
City Clerk



## CITY OF ISANTI

### PLANNING COMMISSION MEETING

TUESDAY, August 17, 2021

Immediately following the 7:30 P.M Budget Work Session;

#### 1. Meeting Opening

- A. Call to Order: Chair Johnson called the meeting to order at 8:28 p.m.
- B. Pledge of Allegiance
- C. Roll Call: Members present: Jeff Johnson, Steve Lundeen, Jimmy Gordan, Paul Bergley, Dan Collison, Arissya Simon, Alexander Collins.  
Members Absent: None  
Staff present: Community Development Director Sheila Sellman, Community Development Specialist Ryan Saltis, City Engineer Jason Cook
- D. Agenda Modifications: None
- E. Adopt the Agenda  
Motion to adopt the agenda by Lundeen, second by Collison motion passes 7-0.

#### 2. Meeting Minutes

- A. Approval of Minutes from the July 20, 2021 Planning Commission Meeting motion by Lundeen, second by Collison motion passes 7-0.

#### 3. Public Hearing

- A. Request by Thunder Brothers Brewery for approval of a Conditional Use Permit under City Ordinance 445, Section 21, Article 2, said request is for a Microbrewery in the General Business District, Highway 65 Overlay located at 801 Highway 65 NE. Saltis explained the Conditional Use Permit request to allow for a Microbrewery in the B-2 General Business zoning district. Thunder Brothers is planning to move all of their brewing operations into a leased-out space in the building located at 801 Highway 65 NE owned by the CBD Joint. The change of use for the building will require the applicants to apply for any building permits related to the new use, subject to review by City Staff. Representatives from Thunder Brothers Brewery were present at the meeting and available for questions. The Planning Commission asked why they are planning to move locations for the brewery. The representatives of Thunder Brothers said that they will move into the new space to gain more square footage and provide visibility from Highway 65. There was no one else from the public present at the public hearing to speak on the topic. Motion for approval of the Microbrewery with conditions by Lundeen, second by Gordon, motion passed 7-0.
- B. Request by BA Development, LLC for approval of Site Plans under City Ordinance 445 Section 18, said request is for a Dental Clinic and Commercial Tenant building located at 401 Cherrywood St NE. Saltis presented the Site Plans for a proposed dental clinic and commercial tenant building located on a vacant parcel at 401

Cherrywood St NE. The plans included a drive thru lane for the commercial tenant side of the building in which the applicants would have to apply for a Conditional Use Permit in the General Business District. Conditions for approval listed in the Staff Report included identifying on the site plans where there will be lighting, the configuration of the outdoor patio area, a new trash enclosure location, a widened drive aisle on the west of the building, and City Engineer's comments. A representative from Isanti Dental was present for the meeting and available for questioning. The Planning Commission asked if the conditions for approval were reasonable and could be met. The representative said that she is able to meet all of the conditions for approval. There was no one else from the public present at the public hearing to speak on this item. Motion to approve the site plans with conditions listed in the staff report and City Engineer's Memo dated 7-29-2021 by Lundeen, 2<sup>nd</sup> by Collison, motion passes 7-0.

- C. Request by City of Isanti for Preliminary and Final Plat under City Ordinance 536, to create two lots located at 10 6<sup>th</sup> Ave SE. Sellman presented the proposed subdivision of the liquor store site into two parcels. The current site is five acres in size and is looking to be split with Lot 1 consisting of 3.96 acres and Lot 2 consisting of .67 acres. Lot 1 is the liquor store site; Lot 2 would be a buildable lot for a future business which may need a shared parking agreement with the liquor store. The planning commission asked the potential size of a building on lot 2 in which Jason Cook responded by saying that there would be room for a building roughly 1,500 to 2,000 square feet, depending on what is configured around the ponding. There was no one from the public present at the public hearing to speak on this item. Motion to approve the Preliminary and Final Plat to create two lots by Collison, 2<sup>nd</sup> by Collins, motion passes 7-0.

**5. Other Business:** None

**6. Discussion Items:** None

**7. Adjournment:** Motion by Bergley, 2<sup>nd</sup> by Collison to adjourn, motion passed 7-0 meeting adjourned at 8:45 p.m.

Respectfully submitted by Ryan Saltis, Community Development Specialist

**CITY OF ISANTI  
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES  
August 24, 2021**

**Call to Order:** Aaron Zdon called the meeting to order at 6:00 p.m.

**Roll Call:** Members Present: Aaron Zdon, Zachary Gahm, Dan HinnenKamp and Mayor Jeff Johnson  
Staff Present: Alyssa Olson, Parks, Recreation & Events Coordinator

**Agenda/Modifications:** None

**2. Meeting Minutes:** Motion by Gahm; second by HinnenKamp to approve meeting Minutes from July 27, 2021. Motion passed 4-0.

**3. Movie Nights Plan:** Olson shared the list of movies and dates that have been selected and secured for the 2021/2022 City Movie Night calendar. Olson requested the Board's ideas on how to improve attendance at these events after poor attendance and multiple cancellations in the last season. Zdon mentioned reaching out to previous organizations that have 'hosted' nights in the past to see if they would be interested in doing so again. Gahm recommended reaching out to the local area schools and putting a flyer in kids' bags to promote the events. Olson will be reaching out to both groups to garner interest.

**4. Amphitheater Naming:** Olson shared that the new bandshell in Bluebird Park will not be ready for the September 11 Street Dance as anticipated. Board members recommended creating a Fall-style festival as a grand opening celebration that would prelude a potential larger Fall event next year. Notes were made to include vendors and a possible performance and dedication. Olson noted that any dollars spent would need to come from current budget. On naming, Johnson suggested a name in recognition of Council member Lundeen's efforts to forward this project. Zdon mentioned requesting the schools enter names for the Council to approve, similar to how the resting areas in Legacy Park were named. Names would be gathered in September and brought to the next Board meeting to discuss. Olson will reach out to the area schools for name suggestions and will bring all options back to the Board and Council for consideration in September.

**5. Eagle Park Updates:** Olson shared an update on the Main Street Improvement project that impacts Eagle Park, expanding the park footprint. Olson noted additions like removing mulch perimeter, adding another seating area, adding perennial plants and flower beds and adding permanent game elements. Olson mentioned any upgrades should be minimal cost and minimal maintenance. HinnenKamp mentioned creating a "Railroad Viewing Park" that would include a viewing platform and schedule for trains. Board agreed that would be an interesting idea and would be unique to our area. HinnenKamp noted a similar location he visited attracted a lot of visitors. Olson and HinnenKamp will research this idea to see if it would be a viable option and bring value to the community.

**6. Tree Plan:** Olson shared that a number of trees have been removed from both Bluebird and Mattson Parks that need to be replaced. There are also a number of vacant areas throughout the City's parks that need shade cover or beautification. Olson will be putting together a tree plan in the Fall for next year and requested direction on types of trees or styles the Board would like to see included. Olson also noted that any trees not on the current zoning approval list would just need approval from the Council. Zdon recommended looking at the past tree plan to view previous placement suggestions. Johnson mentioned we applied for a state grant and Olson shared details of what that would allow us to accomplish, should we be approved. The funding would allow for 15-20 trees to be added in the next 3 years under that program. Of the list provided, the Board identified 6 trees – Cedar, Eastern Red; Hickory, Bitternut; Ironwood; Japanese Lilac Tree; Serviceberry, Allegheny; and Linden, American – that would be preferred to include in future tree plans. Gahm mentioned Bluebird needing large shade trees for coverage and the CISC complex is in need of shade coverage as well and should be considered as the tree plan develops.

**7. Department Updates:** Olson shared updates on August events, including Curious Creatures, Farmers Market and Street Dance. The Street Dance having a celebration for Grace McCallum went well despite morning rain. Gahm noted he really enjoyed the event and the band. Olson mentioned the band is on the short list for next year as they had the best crowd response yet. Olson shared the event was picked up by

both local, state and inter/national media. Olson shared she is working on incorporating a 9/11 tribute at the September event. Johnson requested the fire truck from the Fire District. Gahm suggested connecting with the Cambridge recruiting center. Olson noted she has requested presence and ideas from local first responder and veteran groups to enhance a tribute. HinnenKamp recommended asking vendors to incorporate a patriotic element to their offerings. Zdon mentioned having the VFW present the flag or the National Anthem with their color guard.

Olson shared the Farmers Market vendors are still hit or miss on satisfaction. Olson noted the new vendors are doing very well, whereas some of the returning vendors have not done as well this year, especially the ones selling soaps, jams/jellies and salsas. Specialty products and produce appear to be doing the best onsite. Olson shared the goal is to move the Farmers Market to the new liquor store location and she will be looking at the feasibility of that and those options in the coming months. Johnson suggested bringing food trucks onsite to which Olson noted that is an option she has looked at and will be looking to incorporate next year.

Holiday Lights event options will be presented to the City Council during Septembers COW meeting. Olson described briefly the 4 tiers of options that will be presented, from a free open festival to enclosed ticketed events. Suggestions to include local businesses and sponsors in the event were noted and Olson confirmed that each option would include sponsorship opportunities. HinnenKamp suggested that we pave our own path with a new event to eliminate some comparisons to other events. Gahm noted disliking the standard drive-thru option, which the Board agreed was not the ideal direction. He also mentioned people aren't likely going to want to attend if it's just a 5-minute drive-thru with nothing to do afterwards. HinnenKamp shared his hesitation to charge for a Christmas event, but that fees do hinder unfavorable attendees and offer opportunities to take cost burden off of taxpayers.

Olson shared that Family Day plans are underway. Zdon noted that two years ago attendance was good. Olson noted she has assumed the same from signup lists, but doesn't have any recorded attendance. Olson will work with the schools to give flyers to students as the event gets closer.

**Adjournment:** Motion by Johnson, second by Gahm to adjourn the August 24, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 4-0, meeting adjourned at 7:13 p.m.

Respectfully Submitted  
Alyssa Olson  
Parks, Recreation & Events Coordinator

**RESOLUTION 2021-XXX**  
***Amending Resolution 2021-188***

**DESIGNATING COMMITTEES AND REPRESENTATIVE CITY COMMISSIONS AND  
 ADVISORY BOARDS FOR YEAR 2021**

**WHEREAS**, the City is required to make certain official appointments at the beginning of each year and throughout the year as needed; and,

**WHEREAS**, the City Council must appoint City Council members to represent the City on various City and County-wide organizations on an annual basis;

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2021:

Committee of the Whole	Mayor and Council
Economic Development Authority	Mayor and Council
Parks, Recreation & Culture Board	Mayor, Alternate Gordon
Planning Commission	Mayor and Council
Rum River BMX Association Board	Collison
Community Education	Mayor
Cable TV Liaison	Lundeen
Civil Defense Director	Mayor
Fire District	Lundeen, Alternate Mayor
ICICLE	Bergley, Alternate Mayor
School Liaison	Mayor, Lundeen
Chamber of Commerce Liaison	Bergley
Bike Isanti County Committee	Mayor
C-I Bike/Walk Trail	Gordon
Public Works Labor Management Committee	Mayor- Guest Representative
Weed Inspector	Mayor

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor: Councilor Steve Lundeen.
3. That the City Council designates the following individuals to the Park, Recreation and Culture Board for 2021:

Zachary Gahm	<i>(Appointed 6-15-2021; term expiration 12-31-2023)</i>
Aaron Zdon	<i>(term expiration 12-31-2022)</i>
Tressa Hunting	<i>(Appointed 9-8-2021; term expiration 12-31-2021)</i>
Dan HinnenKamp	<i>(Appointed 7-6-2021; term expiration 12-31-2022)</i>
Jeffrey Johnson	<b>Council Representative</b> (term expiration 12-31-2021)
<b>Open Seat</b>	<b>Student Representative</b> (term expiration 12-31-2021)

4. That the City Council designates the following individuals to the Planning Commission for year 2021:

Mayor and City Council:

Jeffrey Johnson (Appointed 1-5-2021; term expiration 12-31-2021)  
Dan Collison (Appointed 1-5-2021; term expiration 12-31-2021)  
James Gordon (Appointed 1-5-2021; term expiration 12-31-2021)  
Paul Bergley (Appointed 1-5-2021; term expiration 12-31-2021)  
Steve Lundeen (Appointed 1-5-2021; term expiration 12-31-2021)

Appointed Members:

Alexander Collins (Appointed 5-7-2019; term expiration 12-31-2021)  
Arissya Simon (Appointed 1-7-2020; term expiration 12-31-2022)

5. That the City Council Economic Development Authority Board membership terms are as follows for year 2021:

Mayor and City Council:

Jeffrey Johnson (Appointed 1-5-2021; term expiration 12-31-2021)  
Dan Collison (Appointed 1-5-2021; term expiration 12-31-2021)  
James Gordon (Appointed 1-5-2021; term expiration 12-31-2021)  
Paul Bergley (Appointed 1-5-2021; term expiration 12-31-2021)  
Steve Lundeen (Appointed 1-5-2021; term expiration 12-31-2021)

Appointed Members:

Justin Nielsen (Appointed 2-18-2020; term expiration 12-31-2024)  
Luke Merrill (Appointed 1-5-2021; term expiration 12-31-2026)

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk



## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Ryan Saltis, Community Development Specialist  
**Date:** October 5, 2021  
**Subject:** Resolution 2021-XXX approving a Comprehensive Land Use Plan Amendment to change the designation from General Commercial to Low Density Single Family Residential for PID's 16.134.0030, 16.134.0040, 16.134.0050, 16.134.0060

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### **Overview/Background:**

A Comprehensive Land Use Plan Amendment has been requested to change the designation of four parcels from General Commercial to Low Density Single Family Residential. This item was discussed at the September 21, 2021 Planning Commission Meeting. It was addressed that the concept plan for the site layout will not be reviewed at this stage of the process, but was shown to the Planning Commission to explain the ultimate goal of the site and why a comprehensive land use plan amendment is needed. The applicant, Kevin Johnson was present at the meeting and available for questions. The Planning Commission asked the applicant how many lots he intended on developing out of the parcels. Kevin responded and said that the concept plan shows 38 lots in total but is subject to change due to engineering comments. It was reiterated that the only item in question is to change the parcels designation in the Comprehensive Plan from General Commercial to Low Density Residential. A surrounding property owner, John Landsom was present at the public hearing and expressed that he is in favor of the comprehensive land use plan amendment and that he would rather have houses surrounding his property rather than commercial buildings. The Planning Commission made a motion to approve the Comprehensive Land Use Plan Amendment, the motion passed 6-0.

### **Request:**

Approval of a Comprehensive Land Use Plan Amendment to change the designation from General Commercial to Low Density Single Family Residential for PID's 16.134.0030, 16.134.0040, 16.134.0050, 16.134.0060.

### **Attachments:**

- Planning Commission Memo dated 9/21/2021
- Resolution

## **RESOLUTION 2021-XXX**

### **APPROVING A COMPREHENSIVE LAND USE PLAN AMENDMENT FOR PROPERTIES WITH PID 16.134.0030, 16.134.0040, 16.134.0050, AND 16.134.0060, FROM GENERAL COMMERCIAL TO LOW DENSITY RESIDENTIAL**

**WHEREAS**, Kevin Johnson (applicant) has requested approval for a Comprehensive Land Use Plan Amendment for properties with PID 16.134.0030, 16.134.0040, 16.134.0050, and 16.134.0060; and,

**WHEREAS**, PID 16.134.0030, 16.134.0040, 16.134.0050, and 16.134.0060 are currently guided in the Comprehensive Land Use Plan as General Commercial; and,

**WHEREAS**, the designation of these parcels shall be changed to be guided for Low Density Residential; and,

**WHEREAS**, under Isanti Zoning Code Section 21, Article 1 a Comprehensive Land Use Amendment is required to obtain approval of the Planning Commission and City Council; and,

**WHEREAS**, the Planning Commission and City Council have considered possible adverse effects of the proposed amendment and the judgement of the Planning Commission and City Council with regard to the application shall be based upon, but is not limited to the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
3. There is adequate infrastructure available to service the proposed action.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

**WHEREAS**, the City of Isanti Planning Commission recommended approval of the Comprehensive Land Use Plan Amendment on September 21, 2021; and,

**WHEREAS**, the City of Isanti City Council reviewed the requested Comprehensive Land Use Plan Amendment at its regularly scheduled meeting on October 5, 2021;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Isanti, that it adopts the Comprehensive Land Use Plan Amendment.



This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021

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Mayor Jeff Johnson

Attest:

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Jaden Strand

City Clerk



## MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: September 21, 2021

SUBJECT: Request by Kevin Johnson for a Comprehensive Land Use Plan Amendment, said request is to change the designation from General Commercial to Low Density Single Family Residential for PID's 16.134.0030, 16.134.0040, 16.134.0050, 16.134.0060.

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### Overview/Background

The applicant, Kevin Johnson is requesting to change the Comprehensive Land Use Plan designation of four parcels from General Commercial to Low Density Single Family Residential. The applicant is proposing to develop these sites as residential and would need the Comprehensive Land Use Plan designation to be changed in order to do so. If the Comprehensive Land Use Plan is amended, they would then need to rezone the site. Vacant land and single-family houses are located to the south of the site. Prairie Senior Cottages is located to the west of the proposed site and Krayola Kids daycare is to the northeast of the site.

The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Comprehensive Land Use Plan Amendment. Comprehensive Plan Amendments require a 2/3 majority vote by City Council for approval (4 out of 5 members approving).

### Analysis

#### Purpose of Comprehensive Land Use Plan:

A comprehensive plan is an expression of the community's vision for the future and a strategic map to reach that vision. Comprehensive planning is an important tool for cities to guide future development of land to ensure a safe, pleasant, and economical environment for residential, commercial, industrial, and public activities. In addition, planning can help:

- Preserve important natural resources, agricultural land, and other open lands.
- Create the opportunity for residents to participate in guiding a community's future.
- Identify issues, stay ahead of trends, and accommodate change.
- Ensure that growth makes the community better, not just bigger.
- Foster sustainable economic development.
- Provide an opportunity to consider future implications of today's decisions.
- Protect property rights and values.

- Enable other public and private agencies to plan their activities in harmony with the municipality's plans.

The judgment of the Planning Commission with regard to the application shall be based upon, but is not limited to, the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Land Use Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
3. There is adequate infrastructure available to service the proposed action.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

Natural Resources: Isanti's Comprehensive Land Use Plan recognizes the need to preserve and protect the natural resources of the area including watercourses, wetlands, woodlands and sensitive environmental assets. These parcels that are in review of the Comprehensive Land Use Amendment are located in an area designated for preservation of woodlands. Trees that are removed from the parcel in potential future development will need to follow the tree preservation and planting regulations.

Housing Needs: Isanti's Comprehensive Land Use Plan addresses a need for housing on the east side of the city. The applicant is proposing low density single family lots on the proposed parcels. Any future development in this area will need to provide buffers to surrounding land uses that are inconsistent in land uses.

Low Density Residential Standards: The applicant is proposing to develop the parcels as low-density residential housing. This category identifies both existing and potential future low-density residential development within the timeframe of this comprehensive plan update. Low density single family residential land use will take up the majority of new land acreage added to the city. Housing density in this classification is 0-3 units per acre. This is in conformance with the 2007 comprehensive plan and a density of 3 units per acre would allow reasonable retention of natural systems as land is developed for this purpose. Allowances for greater density by planned unit developments should be considered to maximize the amount of land that could be left in natural state. This is also beneficial when the need for storm water retention or flood plain systems (along existing creeks/waterways) is required.

The concept plan shows a density of 2.4 units/acre which is consistent with the Low-Density designation. The future lots shall have to follow the regulations set forth by either the R-1, R-2, R-

3A, Zoning Districts. A rezoning application will be needed at the time of preliminary plat submittal to designate which zoning district the desired lots will follow.

Roadways: According to the Comprehensive Land Use Plan Transportation Maps, there are plans to extend 7<sup>th</sup> Avenue NE to the south. Rough sketches provided by the applicant show housing lots over this potential road extension. The roadways are not considered at the time of a Comprehensive Land Use Plan Amendment but should be addressed at the time of Rezoning and Preliminary Plat Submittal.

Staff Recommendation: The Comprehensive Land Use Plan housing goals identifies the east side of Highway 65 for residential development. The recent plats approved on that side of Highway 65 have been for low density single family traditional development and one plat was developed with detached townhome similar to this concept plan. If this designation changes to residential a buffer to the commercial developments should be required as part of the development. Staff recommends approval of the amendment and will review the merits of the development when rezoning and plat applications are made.

**Attachments**

- Concept Plan
- Applicant Letter

This is a request for a change in zoning from commercial to residential on the following parcels:

The attached layout is for a preliminary discussion and can be modified with any agreed upon changes made thereto by city personnel or from engineering firms etc. If the zoning change is granted the owner will replat the entire property to accomplish the layout.

Owner moved back to the Isanti area in 1986 at which time the only properties on 65 within the city limits would have been the two gas stations and the burger top. In 35 years it appears that less than half of the property zoned commercial as set forth in the cities comprehensive plan has been developed.

It appears that the majority of the recent building in the commercial zone has highway 65 exposure, None of the proposed property is located on highway 65. This fact seriously impacts the ability of the owner to sell or otherwise develop this area. From what the owner has been able to develop, the present cost of commercial construction and the potential rents derived therefrom would not make for a bankable loan due to a short fall of cash flow.

If approved it does not appear that the owner will request any variances as to lot size and set back however that may change based on the results of engineering issues that may arise.

#### Reasons to approve the request

With the increased cost of lot development the proposed change is able to utilize the cities present infrastructure and thus insure a successful project. It has yet to be determined what associated costs may be attributed to this development due to use and sizing of the infrastructure. The lot costs in the area are only able to garner a certain price based on competition from the surrounding municipalities.

This is not considered spot zoning as there is housing stock to the south and east of the property and potentially to the north.

An association would be formed for this development which would result in consistent management of the outside appearance of the homes and what might be stored outside on the property.

Meets the needs of the City of Isanti 10 year housing plan.

Provides for much needed lots and housing for what most likelihood will be seniors or empty nest individuals.

The sample housing foot print would be an improvement over the housing stock that was built slab on grade by the school on highway 5.

A perm or other blockage would be a part of the western boundary providing a noise barrier for the residences. The perm would be located where the pipeline is presently located.

The proposed layout illustrates that this development will have an access to the south similar to what is on the present plat.

There is presently a storm water pond on the property which can be expanded and create a natural separation from this development and the day care.





## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Sheila Sellman, Community Development Director  
**Date:** October 5, 2021  
**Subject:** Purchase Agreement and Development and subsidy with Rockstad and Co. Relics & Wares to purchase 102 Dahlin Avenue NE PID 16.047.0120

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### **Background:**

Community Development Director Sellman has been working with the owner of Rockstad and Co. Relics & Wares that is currently located at 401 East Dual Blvd who has been looking to relocate. In 2016 the city received the subject site by donation and demolished the building. The demolition cost was \$25,950. The site is 6,750 square feet and zoned B-1 downtown overlay. General retail is a permitted use. Based on the proposed use this location and lot size are a great location.

The owner proposes to build a multi-tenant space with her retail and DIY in one portion and lease out the other spaces. The owner hosts classes/workshops, popup boutiques and other events. This would be a great continuation of the shops downtown and add more events and traffic to the area. Offering this lot for \$1 will keep this business in the community.

**Request:** Consider approving the purchase agreement and business subsidy agreement

### **Attachments**

- Proposal
- Purchase Agreement
- Business Subsidy Agreement





This letter serves as a proposal to purchase by Amy Rockstad, for the real property as noted above(the "Property") from the City of Isanti.

1. Total purchase price: One dollar(\$1.00)
2. The intent for the building will be a retail brick & mortar with a DIY studio.
3. Building to include 2-4 rental spaces.
4. 4-8 employees, currently employing 3 people.
5. Timeline will need to be flexible, will build once cost of lumber comes down. Ideal timeline to be open summer 2022.

I currently own and operate Rockstad and Co Relics & Wares located at 401 E. Dual Blvd Isanti. I also have a DIY workshop where I provide the community with various classes, workshops, pop up boutiques and events. My intention for this lot would be to create a charming place for the community to do some shopping along with the opportunity to learn something new.

Thank you for your consideration.

Amy Rockstad

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Isanti**, a Minnesota municipal corporation (“Seller”), and **Rockstad and Co. Relics & Wares**, a corporation under the laws of Minnesota (“Buyer”).

1. **EFFECTIVE DATE.** The effective date of this Agreement is September 21, 2021 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the Property legally described as follows:

Lot 006, Block 003, Lindbergs Addition, County of Isanti, State of Minnesota  
Isanti County PID Number: 16.047.0120

Property Address: 102 Dahlin Ave N.E., Isanti, MN 55040

3. **PURCHASE PRICE.** The purchase price for the Property is \$1.00 (the “Purchase Price”).
4. **EARNEST MONEY.** None.
5. **SURVEY.** Buyer may, at Buyer’s expense, obtain a survey (the “Survey”) from a duly licensed surveyor. If so obtained, a copy shall be provided to Seller within 30 days of receipt by Buyer.
6. **TITLE COMMITMENT.**
  - a. Seller makes no representations or warranties with respect to the status of title to the Property. Within 30 business days after the Effective Date, Buyer may, at Buyer’s expense, obtain a commitment from Escrow Agent to issue an owner’s policy of title insurance insuring Buyer’s title to the Property (the “Title Commitment”) and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
  - b. Buyer shall have until the date 30 days after the receipt of the Title Commitment to review Title and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller’s title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a “**Title Objection Notice**”). Any

**CITY OF ISANTI**  
**DEVELOPMENT AND SUBSIDY AGREEMENT FOR ROCKSTAD AND CO. RELICS  
& WARES**

This Agreement (hereinafter the “Agreement”) is entered into this 21st day of September, 2021 by and between the **City of Isanti**, a Minnesota municipal corporation (the “**City**”) and **Rockstad and Co. Relics & Wares**, a corporation under the laws of Minnesota (the “**Developer**”).

1. Subject Property. Developer is, or will be, the owner of the Subject Property legally described as Lot 6, Block 3, Lindbergs Addition, County of Isanti, State of Minnesota, PID Number 16.047.0120, located at 102 Dahlin Ave. N.E., Isanti, MN 55040. Sale of the Subject Property by the City to Developer at a price below market value is the subsidy contemplated by this Agreement.
2. Conditions of Approval. The City has approved development of the Subject Property, as subsidized by the City, subject to satisfaction of the following conditions:
  - a. The Developer’s Execution of this Agreement. That the Developer enter into this Agreement.
  - b. Marketable Title. That the Developer obtain, and retain, title to the Subject Property.
  - c. Proof of Authority. That the Developer provide proof that its governing board authorized the Developer’s execution of this Agreement. This proof of authority may be satisfied by providing the City with a certified copy of the minutes of the governing board.
  - d. Site Plan. That Developer’s site plans, as required by the Isanti City Code, be completed by Developer and reviewed and approved by the City.

3. The Plans. The term “Plans” as used in this Agreement means the Site Plans prepared by Developer. The Plans are subject to: (a) Planning Commission review; (b) approval of the City Council; and (c) such further revisions as the Developer may propose and the City approves. The Plans shall not be attached to this Agreement but are in the City’s files.
4. Required Private Improvements. The private improvements the Developer will construct or install are as follows:
  - a. Sanitary sewer
  - b. Water
  - c. Storm drainage facilities
  - d. Stormwater maintenance
  - e. Parking lot
  - f. Concrete curb and gutter
  - g. Lot grading
  - h. Landscaping
5. Payment of Development Fees. Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$5,000 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. Any funds remaining in the escrow account(s) after the completion of the Development shall be refunded to the Developer. In the event the escrow account balance is reduced to \$1,000 or less, the Developer shall post additional sums of money to replenish the account to a maximum of \$2,000 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer’s escrow account. Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees are collected at the time the building permit is issued.
6. Developer Defaults. If the Developer defaults in the performance of one or more of the Developer’s obligations under this Contract, i) the City gives the Developer 30 days’ written notice of the default and ii) the Developer fails to cure the default within said 30 days, then the City may pursue any and all remedies available at law or in equity including, but not limited to, the following:
  - a. The City may, at its option, perform or engage one or more third parties to perform the Developer’s obligations. If, in the reasonable judgment of the City’s staff, the Developer’s default creates an immediate risk to public health or safety, the City may perform or engage one or more third parties to perform the work before the City provides the notice described in the initial paragraph of this Section, but the City must use commercially reasonable efforts to notify the Developer as promptly as possible that the City is undertaking to perform the Developer’s obligation or obligations. If the City performs one or more obligations of the Developer, the Developer

must reimburse the City for any costs or expenses the City incurs, including costs and expenses for City staff time, to perform the work within 30 days after the City notifies the Developer, in writing, of the costs and expenses the City incurred to perform the work. If the Developer does not reimburse the City within said 30 day period, the City may pursue any remedies available to the City either at law or in equity or, in the alternative, the City may draw on the financial guaranty the Developer has provided to the City pursuant to this Agreement to reimburse itself for the expenses the City incurs to perform the work. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court Order for permission to enter the Developer Property. As an alternative to seeking recovery from the Developer or the financial guaranty, the City may levy special assessments against the Developer Property in accordance with Minnesota Statutes Section 429, and the Developer, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the Developer may have to such special assessments;

- b. The City may commence an action in Isanti County District Court to pursue any remedy available to the City at law or in equity including, but not limited to, injunctive relief;
- c. The City may refuse to grant building permits for improvements to be constructed on the Subject Property until the Developer has cured all of its defaults; and
- d. The City may draw upon all or any portion of the financial guaranty the Developer has provided to the City and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the City pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the City obtains against the Developer pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the City pursuant to Section 11 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this paragraph.

7. Business Subsidy. As a condition of developing the Subject Property, Developer and City agree to the following terms:

- a. Subsidy. Developer acknowledges and agrees that it received a business subsidy from the City in the form of a reduced purchase price for the Subject Property. The Subject Property is valued at \$18,900. The City sold the Subject Property to Developer for \$1. The value of the subsidy is the difference between the appraisal value and the purchase price.
- b. Public Purpose. The public purposes for granting the subsidy are to create jobs within the City of Isanti and to increase the City's tax base.

- c. Subsidy Goals. Developer shall create a minimum of 5 full-time, or full-time equivalent, jobs within two years of the date of this Agreement. All jobs shall meet or exceed State minimum wage requirements. Developer shall continue to meet or exceed said employment goals for at least five years after the date of this Agreement. In the event these requirements are not met, Developer shall pay the City the amount of the subsidy in a single lump sum payment or as otherwise agreed to in writing by the parties.
  - d. Statement of Need. Developer represents that without the business subsidy contemplated by this Agreement, Developer would not relocate its existing business to the City.
  - e. Reporting. Developer shall provide reports to the City as required by Minnesota Statutes section 116J.994, subdivision 7, on forms provided by the City.
8. Miscellaneous.
- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
  - b. Written Amendments Only. The action or inaction of the City or the Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
  - c. Compliance with Laws and Regulations. The Developer represents to the City that the Site Plan complies with all City, County, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the site plan does not comply, the City may, at its option, refuse to allow any construction or development work on the Subject Property until the Developer does comply. Upon the City's demand Developer shall cease work until there is compliance.
  - d. Mailbox Locations. If the Developer desires to construct a mailbox within the public right of way, the Developer agrees that the placement of a mailbox along public streets is subject to the approval by the Postmaster. Utility locates will be necessary.
  - e. Not applicable.

- f. Construction, Hours and Entrance Signs. The City restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 9:00 p.m., weekends and holidays, 8:00 a.m. to 8:00 p.m. The Developer is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed 80 square feet in size and must be clearly visible at all times during the construction period.
- g. Construction Site Maintenance. The Developer shall adhere to all of the City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The City reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to the Required Private Improvements, unless qualified as fixed amounts, are estimated. The Developer agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. Not applicable.
- j. Reimbursement to the City. The Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the City's Building Official, which authorizes the structure to be used for its intended purposes.
- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

To Developer:  
Amy Rockstad  
22215 Cedar Dr NW  
Oak Grove 55011

To The City:  
Josi Wood  
City Administrator  
City of Isanti  
110 1<sup>st</sup> Ave. N.W.  
Isanti, MN 55040

*[The remainder of this page is intentionally left blank.]*



The Developer:

Rockstad and Co. Relics & Wares.

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

Amy Rockstad

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

STATE OF MINNESOTA                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Amy Rockstad, \_\_\_\_\_ of Rockstad and Co. Relics & Wares., a  
corporation under the laws of the State of Minnesota on behalf of the corporation.

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

The City:

City OF ISANTI

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

By: \_\_\_\_\_  
Its: City Administrator

STATE OF MINNESOTA                    )  
  )ss.  
COUNTY OF ISANTI                    )

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Jeff Johnson and Jaden Strand, the Mayor and the City Clerk, respectively, of the City of Isanti, a municipal corporation organized under the laws of the State of Minnesota on behalf of the City.

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

**This document drafted by:**  
Ratwik, Roszak & Maloney, P.A  
730 Second Ave. S., Suite 300  
Minneapolis, MN 55402

## **PURCHASE AGREEMENT**

This Agreement is entered into by and between the **City of Isanti**, a Minnesota municipal corporation (“Seller”), and **Rockstad and Co. Relics & Wares**, a corporation under the laws of Minnesota (“Buyer”).

- 1. EFFECTIVE DATE.** The effective date of this Agreement is September 21, 2021 (the “Effective Date”).
- 2. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the Property legally described as follows:

Lot 006, Block 003, Lindbergs Addition, County of Isanti, State of Minnesota  
Isanti County PID Number: 16.047.0120

Property Address: 102 Dahlin Ave N.E., Isanti, MN 55040

- 3. PURCHASE PRICE.** The purchase price for the Property is \$1.00 (the “Purchase Price”).
- 4. EARNEST MONEY.** None.
- 5. SURVEY.** Buyer may, at Buyer’s expense, obtain a survey (the “Survey”) from a duly licensed surveyor. If so obtained, a copy shall be provided to Seller within 30 days of receipt by Buyer.
- 6. TITLE COMMITMENT.**
  - a. Seller makes no representations or warranties with respect to the status of title to the Property. Within 30 business days after the Effective Date, Buyer may, at Buyer’s expense, obtain a commitment from Escrow Agent to issue an owner’s policy of title insurance insuring Buyer’s title to the Property (the “Title Commitment”) and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
  - b. Buyer shall have until the date 30 days after the receipt of the Title Commitment to review Title and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller’s title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a “**Title Objection Notice**”). Any

defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a **"Permitted Exception."** Within three business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions (**"Seller's Title Notice"**). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 10, Buyer may, at any time with three business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated (**"Buyer's Title Termination Notice"**). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three business days after Buyer's receipt of Seller's Title Notice, then Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
  - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
  - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.

- d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
- e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
- f. The cost of any test or additional survey work will be borne solely by Buyer.

**8. PROPERTY SOLD AS IS.** Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**9. INSPECTION PERIOD.**

- a. Except as otherwise provided in Section 6, Buyer shall have **90 days from the Effective Date** (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property, if applicable) and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City of Isanti or any other governmental entity. The City of Isanti will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.
- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer’s determination, in Buyer’s sole and absolute discretion, that the condition of the Property is not suitable for Buyer’s intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer’s intention to proceed (a “**Notice to Proceed**”) to Seller.

**10. DEFINITIONS.** As used in this Agreement:

“**Claim**” or “**Claims**” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

“**Environmental Law**” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

“**Hazardous Substance**” or “**Hazardous Substances**” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

**11. RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**12. NOTICES.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Pacific Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller:           Josi Wood  
                      City Administrator  
                      City of Isanti  
                      110 1<sup>st</sup> Ave. N.W.  
                      Isanti, MN 55040  
                      Email: [jwood@cityofisanti.us](mailto:jwood@cityofisanti.us)

Buyer:           Amy Rockstad  
                      22215 Cedar Dr NW  
                      Oak Grove MN 55011

Email: [relicsandwares@gmail.com](mailto:relicsandwares@gmail.com)

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

**13. CLOSING.** This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement. The Closing shall take place at City offices or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the

executed closing documents, Purchase Price and closing costs may be deposited with the City to avoid the necessity for a Closing at which the Parties are present.

a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:

- i. A limited warranty deed, duly executed and acknowledged on behalf of the City, conveying title to the Property, subject to (A) Building, Subdivision and Zoning Ordinances; (B) Matters that would be disclosed by an accurate survey of the Property; and (C) matters that constitute Permitted Exceptions pursuant to Section 6.
- ii. A certified copy of a duly adopted Resolution authorizing Seller's sale of the Property to Buyer; and
- iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

b. **Buyer's Obligations at Closing.** At Closing, Buyer must:

- i. Provide the Purchase Price; and
- ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.

c. **Closing Costs.**

- i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
  1. Seller's own attorney's fees.
  2. The cost of real estate broker commission fees as prescribed in Section 14, if any.
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
  1. Property taxes payable 2020, if any.
  2. Buyer's own attorney's fees.
  3. All closing fees.
  4. Documentary and recording fees for the deed(s).
  5. State deed tax.
  6. The cost of the title commitment.



7. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.

d. **Possession**. Seller must deliver possession of the Property to Buyer at Closing.

**14. REAL ESTATE BROKERS.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

**15. ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party.

**16. THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.

**17. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.

**18. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

**19. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

**20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.

**21. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

## **22. REMEDIES.**

- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, if any, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Isanti County District Court to recover its actual damages arising from the default.
- b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

**23. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.

**24. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed and shall not be deemed to have merged therein.

**25. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

**26. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

**27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

**28. CONSTRUCTION DEADLINE.** Buyer shall devote the Property to its intended use (retail store) or begin work on the improvements to the Property to devote it to that use,

within two years after closing. In the event the above deadline is not met, Seller may cancel the sale and title shall return to Seller. Title to the Property may not be transferred by Buyer within one year of purchase without consent of Seller.

**29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SELLER: The City of Isanti**

By: \_\_\_\_\_  
Jeff Johnson, Mayor

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Josi Wood, City Administrator

Dated: \_\_\_\_\_, 2021

**BUYER: Rockstad and Co. Relics & Wares**

By: \_\_\_\_\_  
Amy Rockstad

Dated: \_\_\_\_\_, 2021

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



## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Sheila Sellman, Community Development Director  
**Date:** October 5, 2021  
**Subject:** Purchase Agreement with Nick & Drew Enterprises, LLC for the sale of 400 West Dual Blvd NE PID 16.053.0070

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**Background:** At the September 7, 2021 City Council meeting the Council directed staff to list the current liquor store (400 West Dual Blvd) for sale. On September 14, 2021 an offer came in for Nick and Drew's Discount Food grocery store. The offer is for \$400,000 for the building and land, not including any items currently in the store (the appraisal has the land and building valued at \$400,000). Staff has worked out a purchase agreement that is before you for consideration. The sale is contingent on the city securing a new location for the police department, with an anticipated close date of December 17, 2021. As proposed the city will be responsible for obtaining a Title Commitment and split the cost of a survey. It is advantageous to have a survey as there is development potential on the greenspace that is being sold.

If the sale is accepted and the buyer wants to buy some of the items currently in the liquor store a different agreement will be worked out.

Nick and Drew are brothers and grew up in the Isanti area and graduated from Cambridge Isanti High School. In 2017 they opened their first Discount Food Store in Lindstrom MN which has been a huge success so they are looking to expand and Isanti is where they want to be.

**Request:** Consider approving the Purchase Agreement

**Attachments**

- Purchase Agreement

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made and entered effective as of the date upon which this Agreement is signed by all parties hereto (the “Acceptance Date”), by and between **CITY OF ISANTI**, a Minnesota municipal corporation (“Seller”), and **NICK & DREW ENTERPRISES, LLC**, a Minnesota limited liability company or its assigns (“Purchaser”). Seller or Purchaser may be individually referred to herein as a “party” or collectively as the “parties.”

### RECITALS

A. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in Exhibit A.

B. Seller is the owner of the real property located at 400 West Dual Boulevard Northeast, Isanti, Isanti County, Minnesota 55040, legally described as set forth on Exhibit B (the “Real Property”) and includes the following, if in Seller’s possession: (a) plans and specifications, as well as all other drawings and specifications for all improvements located on the Real Property; (b) all governmental consents, authorizations, variances, waivers, licenses, approvals and permits relating to the Property to the extent assignable; and (c) all warranties owned or obtained by Seller with respect to any improvements to the Real Property (collectively, the “Property”).

C. Seller desires to sell and Purchaser desires to purchase the Property on the terms set forth herein.

### AGREEMENTS

The parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase and accept the Property, free and clear of all Liens, except for the Permitted Exceptions.
2. Purchase Price, Manner of Payment and Pro-rations.
  - 2.1. Purchase Price and Manner of Payment. The Purchase Price for the Property shall be Four Hundred Thousand United States Dollars (\$400,000.00). The Purchase Price, subject to pro-rations and adjustments (as provided for in this Agreement) will be paid as follows:
    - 2.1.1. Twenty-Five hundred United States Dollars (\$2,500.00) shall be payable within five (5) days of execution of this Agreement as an earnest money deposit (the “Earnest Money”), to be held in escrow by the Title Company pending Closing. The Earnest Money will be refundable to Purchaser if Purchaser terminates this Agreement pursuant to the terms hereof, or payable to Seller as liquidated damages in the event of a default by Purchaser as set forth in this Agreement.

- 2.1.2. At Closing, Purchaser shall pay to Seller, in immediately available funds, the Purchase Price minus the Earnest Money (the "Purchaser Closing Payment"), subject to pro-rations, credits, confirmations and adjustments provided for in this Agreement.
- 2.2. Pro-rations and Credits.
- 2.2.1. General. Seller and Purchaser will make the pro-rations set forth in this Agreement as a credit or debit to the Purchase Price. For purposes of calculating pro-rations, Purchaser shall be deemed to be in title to the Property for the entire Closing Date. All pro-rations shall be made on the basis of the actual number of days of the year and month that shall have elapsed prior to the Closing Date.
- 2.2.2. Real Estate Taxes and Special Assessments. The parties shall prorate all real estate taxes due and payable for the Property in the year in which the Closing occurs as of the Closing Date, utilizing actual final tax bills, if available prior to Closing. If final real estate tax bills are not available, the parties shall prorate real estate taxes on the basis of the projected real estate taxes if a projection is available from the applicable taxing authority or, if a projection is not available, on the basis of the most recent final real estate tax bills. Seller shall pay all real estate taxes due prior to the Closing Date (including any fines, interest or penalties thereon due to non- payment). Seller shall pay all levied Special Assessments.
- 2.2.3. Utilities. The Seller and Purchaser will use commercially reasonable efforts to obtain final readings of any water, gas, electric or other utility meters for utilities serving the Property as of the Closing Date and to transfer all utility accounts to Purchaser as of the Closing Date. Thereafter, Seller and Purchaser shall pay all invoices related to such party's period of ownership directly to the applicable utility provider. If any such readings cannot be obtained as of the Closing Date, charges for unread utilities shall be prorated at Closing based upon a per diem charge, using the most recent period for which such readings are available.
- 2.2.4. Corrections. In the event any pro-rations made pursuant hereto prove to be incorrect for any reason whatsoever, or in the event the pro-rations set forth above are estimated on the most currently available (rather than based on the actual final) bills, either party shall be entitled to an adjustment to correct the same provided that it makes written demand on the other by December 31, 2021.
- 2.3. Pro-ration Statement. As soon as reasonably possible prior to Closing, Seller and Purchaser shall prepare a joint statement of the pro-rations required by this

subsection (“Pro-ration Statement”), and shall deliver the Pro-ration Statement to Title Company for use in preparing the final settlement statements.

3. Purchaser’s Due Diligence and Contingencies; Seller’s Contingencies. Purchaser will be allowed to conduct the following Due Diligence at Purchaser’s sole cost and expense:
  - 3.1.1. Review the Deliverables. Within five (5) days following the Acceptance Date, Seller will deliver to Purchaser the Deliverables. If this Purchase Agreement is terminated for any reason, Purchaser agrees to return all hard copies of the Deliverables and such other documentation to Seller within forty-eight (48) hours of such termination;
  - 3.1.2. Perform physical inspections of the Property (including the roof, the electrical, mechanical and structural elements, the HVAC system and all other building systems) including the right to enter the Property at reasonable times;
  - 3.1.3. Perform Phase I environmental review of the Property;
  - 3.1.4. Perform such other inspections and investigations with respect to the Property as the Purchaser deems necessary or appropriate;
  - 3.1.5. Obtain all approvals Purchaser deems necessary; and
  - 3.1.6. To decide, in Purchaser’s sole and absolute discretion, whether the Property is satisfactory.
- 3.2. During the pendency of this Agreement, Purchaser or its designated representatives shall, at reasonable times, have access to the Property and other due diligence materials to conduct, at Purchaser’s sole cost and expense, its Due Diligence with respect to the Property; provided, however, that Purchaser: (i) will promptly repair any damage resulting from any such inspections and restore the Property to its condition prior to such inspections; and (ii) will not permit any inspections, investigations or other due diligence activities to result in any Liens being filed against the Property and will, at its sole cost and expense, promptly discharge of record any such Liens that are so filed or recorded. Purchaser’s liabilities under this Section survive Closing or earlier termination of this Agreement.
- 3.3. On or before the expiration of the Review Period, ending November 1, 2021, Purchaser, in its sole and absolute discretion, has the right to terminate this Agreement.
- 3.4. The Agreement can be canceled by either party if a financing commitment cannot be obtained within 30 days of acceptance of this Agreement. Following the Acceptance Date, Purchaser shall make timely application for financing.

- 3.5. The Purchaser, in its sole and absolute discretion, has the right to terminate this Agreement at any time prior to the Closing Date if Purchaser or an affiliate of the Purchaser has not received such approvals as may be necessary for Purchaser or an affiliate of Purchaser to operate a food store at the Property.
- 3.6. If Purchaser notifies Seller of the termination of this Agreement pursuant to Sections 3.3, 3.4 or 3.5 above, this Agreement shall terminate upon the date of Purchaser's notification to Seller, Purchaser shall be entitled to the return of the Earnest Money and neither party will have any further rights against the other.
- 3.7 Sale of the Property is contingent on Seller entering into a purchase agreement prior to the Closing Date for the site of the City's new Police Station.

4. Title

4.1. Title Commitment. Seller, at its cost and expense, shall:

- 4.1.1. Obtain a commitment for the Title Policy (the "Title Commitment") to be issued by Title Company, and shall provide a copy of the Title Commitment, together with copies of all title exception documents or electronic access thereto, to Purchaser within ten (10) days of the Acceptance Date;
  - 4.1.2. Obtain and deliver to Purchaser within ten (10) days of the Acceptance Date, the results of a judgment and lien search conducted on Seller; and
  - 4.1.3. Obtain and provide to purchaser and Title Company the survey of the real property by November 1, 2021. If a survey is not available the Seller and Purchaser shall each pay for one-half of the cost of the survey.
- 4.2. Review Period. No later than the end of the Review Period (the "Title Review Period"), Purchaser will deliver to Seller, in writing, any objections to the Title Commitment ("Objections"). Should Purchaser fail to timely notify Seller of any Objections, Purchaser will be deemed to have waived any such Objections, except any Required Removal Items.
- 4.3. Response. If Purchaser notifies Seller within the Title Review Period of Objections, then within ten (10) days after Seller's receipt of Purchaser's notice ("Seller's Title Response Period"), Seller will notify Purchaser in writing ("Seller's Title Response Notice") of the Objections which Seller agrees to satisfy on or prior to the Closing, at Seller's sole cost and expense, and of the Objections that Seller cannot or will not satisfy. Notwithstanding the foregoing sentence, Seller will, in any event, be obligated to cure all: (i) Liens against the Property or (ii) Liens that have been voluntarily placed against the Property by Seller after the Acceptance Date and that will not otherwise be satisfied on or before the Closing ((i) and (ii) collectively, the "Required Removal Items"). If Seller chooses not to satisfy all or any of the



Objections that Seller is not obligated to satisfy and to which Purchaser was entitled to object, Purchaser has the option of either: (i) terminating this Agreement by giving written notice of termination to Seller, whereupon Purchaser will be entitled to the return of the Earnest Money and this Agreement will be terminated without any obligations surviving hereunder, except those expressly stated to survive termination; or (ii) elect to close, in which case Purchaser will be deemed to have waived such Objections and such Objections will become “Permitted Exceptions.”

5. Representations, Warranties and Covenants

5.1. Representations and Warranties. Seller, City of Isanti hereby represents and warrants for benefit of Purchaser as of the date hereof and as of the Closing as follows:

- 5.1.1. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota.
- 5.1.2. All documents executed by Seller which are to be delivered to Purchaser at the Closing are duly authorized, executed, and delivered by Seller, are legal, valid, and binding obligations of Seller, are sufficient to convey title, and do not violate any provisions of any agreement to which Seller is a party or to which it is subject.
- 5.1.3. The execution of this Agreement by Seller, the consummation of the transactions herein contemplated, and the execution and delivery of all documents to be executed and delivered by Seller, have been duly authorized by all requisite action on the part of Seller.
- 5.1.4. Neither the execution of this Agreement nor the carrying out of the transactions contemplated herein will result in any violation of the instruments pursuant to which Seller was organized and/or operates; and no consent or approval of any governmental agency, body or officer or third party is required for the execution of this Agreement or the carrying out of the transactions contemplated herein.
- 5.1.5. Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder) and Seller is a “United States Person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.
- 5.1.6. There is no contract or agreement in effect relating to the Property (whether for management, leasing, operations, goods, services or otherwise) for which Purchaser will be bound or that will encumber the Property following the Closing that cannot be terminated without penalty upon thirty (30) days’ notice.
- 5.1.7. There are no claims, demands, damages, litigation, actions, causes of action or claims of third parties that have been asserted, nor is there any pending or, to

their knowledge, threatened litigation or other proceeding against Seller or the Property or any part thereof.

- 5.1.8. There are no options, rights of first refusal, outstanding leases, options or rights to lease, occupancy agreements, rights of first refusal to lease, letters of intent to lease or rental agreements with respect to the use and or occupancy of the Property.
- 5.1.9. Seller has fee title to the Real Property free and clear of all Liens, except for the Permitted Exceptions.
- 5.1.10. Seller has received no notice from any governmental authority or other person regarding any condemnation or eminent domain proceeding with regard to the Real Property.
- 5.1.11. To the best of Seller's knowledge, Seller is in full compliance with, and is not in violation of or liable under, any Environmental Law. Seller has received no citation, directive, inquiry, notice, order, summons, warning or other communication that relates to Hazardous Substances, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any liability with respect to the environmental condition of the Real Property.
- 5.1.12. Seller has received no notice of or otherwise has no knowledge of any claims, encumbrances, or other restrictions of any nature arising under or pursuant to any Environmental Law with respect to or affecting the Real Property.
- 5.1.13. To Seller's actual knowledge, there are no Hazardous Substances present on or in the Real Property, including any Hazardous Substances contained in barrels, above- ground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Real Property, with the exception of substances used on the Property in connection with cleaning and maintenance in the ordinary course of business.
- 5.1.14. To the best of Seller's knowledge, there has been no release of a Hazardous Substance at or from the Real Property.
- 5.1.15. Seller has received no notice of, nor are they aware of, any actual or threatened reduction or curtailment of any utility service now supplied to the Real Property.
- 5.1.16. Seller has received no notice of, nor to the best of its knowledge, there are no actual or threatened cancellations or suspensions of any certificates of occupancy for all or any portion of the Real Property.

- 5.1.17. Seller has received no notice of, nor are they aware of, any actual or pending special assessments or reassessments of the Real Property.
- 5.1.18. Seller has not executed any other contracts for the sale of the Property, and Seller has not granted any rights of first refusal or options to purchase the Property or any other rights that might prevent the consummation of this Agreement.
- 5.1.19. To the best of their knowledge, there are no “wells” on the Property within the meaning of Minnesota Statutes § 103I.235. This statement is intended to satisfy the requirements of Minnesota Statutes § 103I.235.
- 5.1.20. To the best of their knowledge, no methamphetamine production has occurred on the Property. This statement is intended to satisfy the requirements of Minnesota Statutes § 152.0275 Subd. 2(m).
- 5.1.21. To the best of their knowledge, no aboveground or underground tanks are located in or about the Property, or have been located under, in or about the Property or have subsequently been removed or filled.
- 5.1.22. Solely for the purposes of satisfying any applicable requirements of Minn. Stat. § 115.55, Seller discloses and certifies that:
- 5.1.23.1. Sewage generated on the Property goes to a facility permitted by the Minnesota Pollution Control Agency; and
- 5.1.23.2. Seller has no knowledge of the existence of an abandoned individual sewage treatment system on the Property.
- 5.1.23. Each and every warranty and representation set forth above will be true as of the date of this Agreement and as of the Closing Date. At Closing, Seller will execute and deliver to Purchaser a certificate (the “Bring Down Certificate”) restating and updating through Closing the warranties and representations set forth above, and acknowledging that the same will survive Closing. No statement contained in this Agreement or in any certificate, schedule, list, exhibit, document, agreement or other instrument furnished by Seller to Purchaser in connection with this Agreement or the transactions contemplated hereby contains or will contain any untrue statement of any material fact or fails or will fail to state a material fact necessary in order to make the statements contained herein or therein not false or misleading. The Deliverables provided to Purchaser by Seller are true and correct copies of those documents in possession of Seller.
- 5.1.24. To the extent allowed by law, Seller, City of Isanti, agrees, to indemnify Purchaser its successors and assigns, against, and will hold Purchaser, its

successors and assigns, harmless from, any losses, expenses or damages, including reasonable attorneys' fees, that Purchaser incurs if any of the above representations and warranties is discovered to have been untrue or inaccurate as of the Closing Date.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN SELLER'S DOCUMENTS, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED OR ARISING OUT OF OPERATION OF LAW, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. EXCEPT AS HEREIN EXPRESSLY STATED, PURCHASER IS PURCHASING THE PROPERTY BASED UPON ITS OWN KNOWLEDGE, INVESTIGATION AND INQUIRY AND IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR ANY OTHER PERSON AND IS AGREEING TO ACCEPT THE PURCHASE OF THE PROPERTY "AS-IS", "WHERE-IS", "WITH ALL FAULTS", AND, UPON CLOSING, PURCHASER SHALL ASSUME RESPONSIBILITY FOR THE PHYSICAL CONDITION OF THE PROPERTY, SUBJECT TO THE EXPRESS REPRESENTATIONS HEREIN CONTAINED.**

5.2. Covenants.

- 5.2.1. Seller will continue to maintain the Property in good working order, condition and repair.
- 5.2.2. Seller will not enter into any service, maintenance or management agreements with respect to the Property other than in the ordinary course of business provided that any such contract shall be terminable upon thirty (30) days' notice, without penalty, by Purchaser.
- 5.2.3. On or before the Closing Date, Seller shall pay all contractors, subcontractors, laborers and material suppliers that have performed work upon the Property.
- 5.2.4. Seller will deliver to Purchaser good and marketable fee title, free and clear of all Liens to the Property, subject only to the Permitted Exceptions, at the Closing.
- 5.2.5. Each and every covenant of Seller set forth in this Section 5.2 will be satisfied as of the Closing Date.

6. Closing Costs. The parties will bear the following costs:

- 6.1. Seller will pay: (i) all real estate transfer fees and deed taxes in connection with the transfer of the Real Property; (ii) all costs and expenses incurred in connection with the removal of Liens, the curing of title defects and problems, and other such similar matters; (iii) one-half (1/2) of any closing and/or escrow fees of the Title Company; and (iv) all other costs and expenses that are allocated to Seller under the other provisions of this Agreement.
- 6.2. Except as specifically set forth in this Agreement, Purchaser will pay: (i) all costs and expenses in connection Purchaser's Due Diligence; (ii) the premiums for the Mortgagee's and Owner's Title Policy; (iii) one-half (1/2) of any closing and/or escrow fees of the Title Company, and (iv) all other costs and expenses that are allocated to Purchaser under the other provisions of this Agreement.

7. Closing.

- 7.1. Closing Conditions. The Closing will occur on the Closing Date, at which time possession of the Property shall be immediately delivered to Purchaser. The Closing will not occur hereunder unless and until all of the following conditions precedent are satisfied (or, as to the negative covenants, continue to be true and correct), and/or waived by Purchaser in its sole and absolute discretion, in writing:
  - 7.1.1. The representations and warranties of Seller made herein will be true and correct, Seller will have performed all covenants and agreements made herein and Seller will have delivered to Purchaser all of the Seller Closing Documents required pursuant to Section 7.2.1 hereof;
  - 7.1.2. As of the Closing Date, no litigation, proceedings, governmental investigations or inquiries, or other such legal or administrative proceedings of any kind or nature shall have been commenced, or shall be pending, with regard to the Property, and/or with regard to Seller (if the same would materially impact Seller's ability to close the sale of the Property to Purchaser on the terms specified in this Agreement, and/or otherwise adversely affect Purchaser as the successor owner of the Property);
  - 7.1.3. Seller shall convey good and marketable fee simple title to the Property free and clear of all Liens and subject only to the Permitted Exceptions.
- 7.2. Closing Procedures. The Closing will be held on the Closing Date at 10:00 a.m. Minneapolis time at the offices of the Title Company or at such other place as the parties may agree. Title Company will close the transaction in accordance with the provisions of this Agreement. Both parties will pay their respective costs by wire transfer or other immediately available funds to the Title Company. At Closing, the following will occur:

- 7.2.1. Seller will execute and deliver, or cause to be executed and delivered (as the case may be) to Purchaser the following documents all in form acceptable to Purchaser and its counsel (collectively, the “Seller Closing Documents”):
- 7.2.1.1. Evidence of Seller’s authority to perform its obligations under this Agreement;
  - 7.2.1.2. The Deed;
  - 7.2.1.3. The Bring Down Certificate;
  - 7.2.1.4. Seller’s signed counterpart to a General Assignment in form attached hereto as Exhibit C;
  - 7.2.1.5. A non-foreign affidavit or a qualifying statement sufficient in form and substance to relieve Purchaser of any and all obligations to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Code, or a statement from Seller authorizing Purchaser to deduct and withhold taxes as required by Section 1445 of the Code;
  - 7.2.1.6. Any and all other documentation reasonably required by the Title Company, to close the transaction contemplated hereunder and to cause the Title Policy to be issued and delivered to Purchaser; and
  - 7.2.1.7. Seller’s signed counterpart to the closing statements in customary form together with such other documents as are reasonably necessary to consummate the Closing.
- 7.2.2. Purchaser will deliver the Purchaser Closing Payment to Title Company (subject to pro-rations and adjustments), and shall execute and/or deliver, or cause to be executed and delivered (as the case may be) to Seller the following documents (collectively, the “Purchaser Closing Documents”):
- 7.2.2.1. Any documentation reasonably required by Title Company, to close the transaction contemplated hereunder and to cause the Title Policy to be issued and delivered to Purchaser;
  - 7.2.2.2. Purchaser’s signed counterpart to a General Assignment in form attached hereto as Exhibit C;
  - 7.2.2.3. Purchaser’s signed counterpart to the closing statements in customary form together with such other documents as are reasonably necessary to consummate the Closing.

7.2.2.4. Purchaser shall deliver the Purchaser Closing Payment required by Section 2.1.2 hereof by wire transfer or other immediately available funds.

8. Brokers. The parties each represent and warrant to the other that there are no real estate brokers, salespersons or finders involved in this transaction.
9. Notices. All notices or other communications hereunder to either party shall be: (i) in writing and sent via email, with evidence of transmittal; (ii) overnight commercial courier service or United States Express Mail; or (iii) personal delivery, and in each case shall be deemed to be given on the earlier of actual receipt or one business day after sent and addressed:

If to Purchaser: Nick & Drew Enterprises, LLC  
13815 240<sup>th</sup> St. North  
Scandia, MN 55073  
Email: [esslinglawoffice@gmail.com](mailto:esslinglawoffice@gmail.com)

If to Seller: City of Isanti  
Josi Wood, City Administrator  
110 1<sup>st</sup> Ave. Northwest  
Isanti, MN 55040  
Email:

10. Casualty and Condemnation.

- 10.1. If all or any part of the Property is substantially damaged (“substantially damaged” as used herein meaning the aggregate cost of repair or replacement is \$50,000.00 or more) by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Purchaser, and Purchaser shall have the right to terminate this Agreement, which right must be exercised by Purchaser within ten (10) days of the date that Purchaser is notified of the casualty event in writing by Seller. If Purchaser notifies Seller in writing of the termination of this Agreement pursuant to this Section 10.1, this Agreement shall terminate and in such event, except for obligations under this Agreement that expressly survive termination, neither party will have any further rights against the other and the Earnest Money shall be returned to Purchaser. In the event the Purchaser does not elect to terminate this Agreement, or fails to provide written notice to Seller of its intent to terminate within the ten (10) day period provided above, Purchaser will be deemed to have elected to proceed to Closing and Seller will assign to Purchaser, at the Closing, all of Seller’s rights to insurance proceeds resulting from such casualty event and the Purchaser Closing Payment shall be reduced by any insurance deductible.
- 10.2. In the event proceedings to condemn the Property or any portion thereof are commenced before the Closing Date, Seller shall immediately give notice to Purchaser, and Purchaser shall have the right to terminate this Agreement, which

right must be exercised by Purchaser within ten (10) days of the date that Purchaser is notified of such condemnation proceedings by Seller. If Purchaser notifies Seller in writing of the termination of this Agreement pursuant to this Section 10.2, this Agreement shall terminate and in such event, except for obligations under this Agreement that expressly survive termination, neither party will have any further rights against the other and the Earnest Money shall be returned to Purchaser. In the event the Purchaser does not elect to terminate this Agreement, or fails to provide written notice to Seller of its intent to terminate within the ten (10) day period provided above, Purchaser will be deemed to have elected to proceed to Closing and Seller will assign to Purchaser, at the Closing, all of Seller's rights, title and interest in and to any condemnation proceeds payable with respect to the Property.

11. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows:

- 11.1. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota.
- 11.2. Purchaser has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it.

12. Remedies.

- 12.1. If Seller fails to perform any of the covenants of this Agreement, or Seller otherwise defaults hereunder, including a failure to close, Purchaser, following thirty (30) days written notice to Seller (a "Notice of Default") (if Seller has not cured the alleged default) shall have as its sole and exclusive remedies:
  - 12.1.1. the right of specific performance of all provisions of this Agreement so long as an action therefore is served on Seller within sixty (60) days of the notice of default; or
  - 12.1.2. the right to terminate this Agreement in which event (i) the Earnest Money shall be returned to Purchaser and (ii) Seller shall pay to Purchaser, upon demand, all actual out-of-pocket third party costs and expenses incurred by Purchaser in connection with this Agreement and in pursuit of the transaction contemplated by this Agreement including, without limitation, costs and expenses of consultants, contractors, agents, proposed lenders, attorneys and accountants; however, in no event shall the aggregate costs to be paid by Seller exceed Five Thousand Dollars (\$5,000).
- 12.2. If Purchaser breaches any of its obligations hereunder or this Agreement prior to Closing, Seller may, following thirty (30) days' written notice if Purchaser has not



cured such breach, declare a forfeiture hereunder, terminate this Agreement and retain the Earnest Money as liquidated damages, unless Purchaser breaches Paragraph 3.2, in which case Seller may suspend performance of its obligations and commence an action to recover its actual damages plus costs and attorney's fees.

- 12.3. Notwithstanding the foregoing, with regard to any default by Seller or Purchaser of any obligation that explicitly survives Closing, the non-defaulting party will have the right to specifically enforce the subject terms and provisions of this Agreement and/or recover any damages to which it may be entitled at law (including, without limitation, reasonable attorneys' fees and the reasonable costs of investigation) and/or pursue any other remedy available at law or equity.
- 12.4. In the event of a termination of this Agreement for any reason, the parties shall execute a Purchase Agreement Cancellation Agreement and Purchaser shall execute and forward to Seller a Quit Claim Deed conveying any interest it may have acquired in the Real Property to Seller.

13. Miscellaneous.

- 13.1. Defined Terms. Any capitalized terms set forth in this Agreement or any Exhibit or Schedule attached hereto has the meaning set forth in Exhibit A to this Agreement or as otherwise defined in this Agreement or any Exhibit or Schedule hereto.
- 13.2. Governing Law. This Agreement will be construed, governed and enforced in accordance with laws of the State of Minnesota.
- 13.3. Savings Clause. If any provision of this Agreement or the application thereof to any person or circumstance are to any extent held void, invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held void or invalid or unenforceable will not be affected thereby and each and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13.4. Pronouns and Plurals. Unless otherwise indicated to the contrary herein by context or use thereof: (i) the words "herein," "hereto," "hereof," and words of similar import refer to this Agreement as a whole and not to any paragraph or section hereof; (ii) the word "including" means "including, but not limited to"; (iii) masculine gender also includes the feminine and neutral genders and vice versa; and (iv) words importing the singular shall also include the plural, and vice versa.
- 13.5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the sale of the Property and supersedes any other previous agreement, oral or written, between the parties. This Agreement cannot be changed, modified, waived or terminated orally but only by an agreement in writing signed by the parties hereto. This Agreement will be binding upon the parties hereto and

their respective heirs, executors, personal representatives and permitted successors and assigns.

- 13.6. Time of the Essence. Time is of the essence in regards to this Agreement and each provision hereof; provided, however, that if any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should not be on a business day, the compliance with such obligations or delivery shall be deemed acceptable on the next following business day.
- 13.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Agreement transmitted electronically in Portable Document Format (“PDF”) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.
- 13.8. Mutual Cooperation. Each of the parties agrees that upon request from the other party following the Closing and without further consideration, such party will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts or instruments as shall be reasonably requested by a party in order to effect or carryout the transactions contemplated herein provided the same do not impose any obligations or liabilities upon the party not contemplated in this Agreement.
- 13.9. Waiver. Failure of either parties to insist, in any one or more instances, upon strict performance of any term and condition of this Agreement, will not be construed as a waiver or relinquishment of such term, condition, or option in the future.
- 13.10. Assignment. Purchaser may, at any time, assign its rights under this Agreement without the consent of Seller. Any assignment by Seller is of its intent in this Agreement shall not relieve Seller of its obligations under this Agreement and to perform its terms as provided herein.
- 13.11. Seller’s Knowledge. As used in this Agreement, the phrase “to Seller’s knowledge” or “to the best of Seller’s knowledge” (and any such similar language) shall mean information that is known by the Seller, the managers of the Seller or the Seller’s agents involved in the management of the Property.

(signature page to Purchase Agreement)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below, the latter of which dates being the Acceptance Date.

Seller:

City of Isanti

Dated: September \_\_, 2021

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

ATTEST:

By: \_\_\_\_\_  
Its: City Administrator

Purchaser:

Nick & Drew Enterprises, LLC

Dated: September 14, 2021

\_\_\_\_\_  
By: Nick Fowler  
Its: Manager and Owner

## **EXHIBIT A**

### **DEFINITIONS**

In addition to the capitalized terms defined in the Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

“Applicable Laws” means all laws, rules, regulations, requirements, statutes, codes, ordinances or orders of the United States of America, State of Minnesota, County of Isanti, City of Isanti, or other governmental body having jurisdiction over the Seller and/or the Property, which are applicable with regard thereto and any Permitted Encumbrance and other recorded documents, master plan, and/or agreements with any governmental body effecting the Property.

“Closing” means the consummation of the transactions contemplated by this Agreement.

“Closing Date” means, December 17, 2021, unless otherwise agreed to by the parties, provided, however, that Purchaser may, upon notice to Seller prior to, December 17, 2021, change the Closing Date to a later date, but no later than, January 31, 2022.

“Closing Documents” means the Seller Closing Documents and the Purchaser Closing Documents.

“Deed” means a General Warranty Deed conveying to Purchaser good, marketable and insurable fee simple title to the Real Property, free and clear of all Liens except the Permitted Exceptions.

“Deliverables” means any and all documents pertaining to the Property in Seller’s possession or control, which Seller shall be obligated to deliver to Purchaser, to the extent not already delivered, within five (5) days of the Acceptance Date, including, without limitation, the following:

- A copy of any inspection reports related to the Property;
- A copy of any environmental or engineering reports related to the Property
- Any correspondence and notices relating to the Property from governmental bodies, including any notices involving use or restrictions on the Property;
- Copies of any applications or requests to governmental bodies relating to the Property;
- Any current contracts for goods and services provided to the Property;
- Any survey of the Property;
- Plans and Specifications for the Property;
- Copy of the Seller’s most recent title insurance policy and any encumbrance documents for the Property; and
- A list of personal property owned by Seller used at the Property.

“Due Diligence” means Purchaser’s inspection of the Property, title review and review of environmental matters, all as set forth in Sections 3 and 4 of this Agreement.

“Environmental Laws” means all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders or decrees, now or hereafter enacted, promulgated, or amended, of the United States of America, the states, the counties, the cities, or any other political subdivision in which the Real Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Seller, the Real Property or the use of the Real Property, relating to pollution, the protection or regulation of human health, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste Hazardous Materials into the environment, including without limitation, ambient air, surface water, ground water or land or soil, except as may have been generated during Seller’s ordinary course of business.

“Hazardous Materials” means: (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“SARA”), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), and in the regulations promulgated pursuant to said laws, all as amended; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto)); (iii) any material waste or substance which is: (A) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317) or (B) radioactive materials; (iv) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste” in the Hazardous Waste Management Act of 1978; (v) those substances identified as hazardous or toxic by the state of Minnesota or its agencies or quasi-agencies; and (vi) asbestos and asbestos containing materials in any form, whether friable or non-friable, polychlorinated biphenyls, radon gas; any of which substances described in clauses (i) through (vi) above is present in such quantities as to require reporting, investigation or remediation under any applicable Environmental Laws, causes or threatens to cause a nuisance on the Real Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Real Property or adjacent property, or which, if it emanated or migrated from the Real Property could constitute trespass.

“Lien” means any interest in an asset securing an obligation owed to, or a claim by, any person other than the owner of the asset, whether such interest is based on the common law, statute, or contract, whether such interest is recorded or perfected, and whether such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, including the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, assignment, collateral assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also including encroachments.

“Permitted Exceptions” means any matters which Purchaser approves in writing or be deemed to have approved pursuant to the terms of this Agreement.

“Special Assessments” mean those assessments arising out of and required to be paid with respect to the Real Property.

“Survey” means a current ALTA/NSPS survey of the Property.

“Title Company” means Land Title, Inc., as agent for a title insurance company reasonably acceptable to Purchaser.

“Title Policy” means an ALTA 2006 Owner’s Policy of Title Insurance in the amount of the Purchase Price, subject only to the Permitted Encumbrances, and including such endorsements as the Purchaser shall require in its sole and absolute discretion.

[Remainder of page intentionally left blank]

**EXHIBIT B**  
LEGAL DESCRIPTION

Lot 005 Block 002 of DUAL INDUSTRIAL PARK  
P.I.D. 16-053-0070

[Remainder of page intentionally left blank]

**EXHIBIT C**  
FORM OF GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment"), is made, entered into and effective as of \_\_\_\_\_, 2021, by and between City of Isanti, a Minnesota municipal corporation ("Assignor"), and Nick & Drew Enterprises, LLC, a Minnesota limited liability company ("Assignee").

**RECITALS**

WHEREAS, Assignor has simultaneously herewith conveyed to the Assignee all of Assignor's right, title and interest in and to the premises located as set forth on Exhibit A attached hereto (the "Real Property"), and in connection therewith, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any: (a) plans and specifications, as well as all other drawings and specifications for all improvements located on the Real Property; (b) all governmental consents, authorizations, variances, waivers, licenses, approvals and permits relating to the Property to the extent assignable; and (c) all warranties owned or obtained by Assignor with respect to any improvements to the Real Property (collectively, "Other Assets"), pursuant to that certain Purchase Agreement, dated as of \_\_\_\_\_, 2021, by and between Assignor and Assignee ("Purchase Agreement"). All capitalized terms used in this Assignment, but not defined herein, will be deemed to have the respective meanings set forth in the Purchase Agreement.

**AGREEMENTS**

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns unto Assignee, all of the right, title and interest, if any, of Assignor in and to the Other Assets.
2. To have and to hold the same unto Assignee, its successors and assigns from and after the date hereof.
3. This Assignment is binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns and legal representatives.
4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image File Format ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Assignor:

City of Isanti

Dated: \_\_\_\_\_, 2021

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

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

ATTEST:

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

Its: City Clerk

Assignee:

Nick & Drew Enterprises, LLC

Dated: \_\_\_\_\_, 2021

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

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



## Memo for Council Action

**To:** Mayor Johnson and Members of the City Council  
**From:** Alyssa Olson – Parks, Recreation and Events Coordinator  
**Date:** October 5, 2021  
**Subject:** 2022 Street Dance Location

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### **Background**

The Downtown Isanti Street Dances have traditionally taken place at Main Street and 1<sup>st</sup> Avenue. With the construction of the new amphitheater in Bluebird Park, the City has the opportunity to move the Street Dances to the Park for 2022, as has previously been discussed.

As part of the construction of the amphitheater, Isanti Electric is wiring electricity to the unit to power future events and will need to ensure enough power is available for associated event production, including for band and vendor needs. As such, the Council will need to determine if the Street Dance events will be moving to the Park in 2022 so that staff can allocate the necessary resources to appropriately plan for future production needs.

### **Request**

City staff is requesting direction on this item.



# K.6.

## Memo for Council Action

**To:** Mayor Johnson and Members of the City Council  
**From:** Alyssa Olson - Parks, Recreation, and Events Coordinator  
**Date:** September 21, 2021  
**Subject:** Resolution 2021-XXX Approving a Special Event Permit Request for the Amphitheater Grand Opening Celebration

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### **Background**

The City has submitted a special event permit application to host a Grand Opening Celebration at the new amphitheater. The event will tentatively take place Saturday, October 23, 2021 from 1:00-3:00pm, pending construction completion.

No road closures are being requested and activities will take place on the grass near the amphitheater. Food trucks will be setup onsite. Speakers and a PA system will be used during the event. Event staff will be responsible for cleaning up waste on the property after the event.

The approximate attendance is 100 people. The event is free to attend.

The complete application along with departmental review are attached.

### **Staff Request**

City staff is requesting approval of the Amphitheater Grand Opening Celebration Special Event Permit application and attachments.

### **Attachments**

- Resolution 2021-XXX
- Special Event Application – Amphitheater Grand Opening Celebration

**RESOLUTION 2021-XXX**

**APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR THE AMPHITHEATER  
GRAND OPENING CELEBRATION**

**WHEREAS**, City of Isanti has submitted a Special Event application requesting a permit to host a Grand Opening Celebration at the new amphitheater in Bluebird Park; and,

**WHEREAS**, the event is tentatively scheduled for October 23, 2021 from 1:00pm to 3:00pm, pending construction completion; and,

**WHEREAS**, the estimated number of people to be in attendance is 100; and,

**WHEREAS**, the Special Event Permit application requires a \$100 clean up deposit and a \$25 daily Vendor Fee, which the organizers have requested be waived for this event; and,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota, to hereby approve the special event permit for the Amphitheater Grand Opening Celebration with the following conditions:

- A \$100 Cleanup Deposit Fee and daily Vendor Fee of \$25 are waived for the event.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Isanti, Minnesota, that this Resolution is hereby the “Permit” for the above stated Special Event.

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk



## SPECIAL EVENT PERMIT APPLICATION

City of Isanti  
110 First Avenue NW • PO Box 428  
Isanti, MN 55040  
Phone: 763.444.5512 • Fax: 763.444.5560  
www.cityofisanti.us

If you are planning an event that requires a Special Event Permit, please complete the application and any required supplemental forms. To ensure your application is processed quickly, be specific and complete in all responses. **Applications must be submitted at least 30 days prior to the event to be considered.**

### ITEMS TO ACCOMPANY THE APPLICATION

#### *Required with all applications*

- ☒ Complete Application Form
- ☐ Cleanup Deposit Fee - \$100 *WAVE*
- ☐ Proof of Insurance or Certificate of Insurance
- ☒ Site Map
- ☐ Approval Letter from the Property Owner
- ☐ Proof of written notification to property owners within 350 feet of the special event

#### *Check all that apply:*

- ☐ Signs will be posted for event:
  - ☐ Temporary Sign Permit Application required
  - ☐ \$50 fee
- ☐ Alcohol will be served and/or sold at event:
  - ☐ Licenses (may take up to 60 days to process)
  - ☐ Fees apply, amounts vary by license type.
- ☒ Vendors will be present:
  - ☐ Peddler's Permit (background check required) submitted by event organizer only
  - ☐ \$25 fee for one-day applications *WAVE*
  - ☐ Vendor List
- ☒ Event will occur on City Property:
  - ☒ Release and Indemnification Agreement

*Supplemental information may be required by City staff.  
Additional forms can be found on the City of Isanti website or requested at Isanti City Hall. Please note that additional required permits or licenses may take additional time to process.*

## SPECIAL EVENT PERMIT APPLICATION

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Submittal Date: September 27, 2021

### APPLICANT INFORMATION

Sponsoring Entity (if applicable): City of Isanti

Contact Person: Alyssa Olson

Address: 110 1st Avenue NW

City: Isanti State: MN Zip: 55040

Phone: 763 - 762 - 5754 Fax: - - - Cell: - - -

E-mail: isantiparks@cityofisanti.us

Secondary Contact Person: Matt Sylvester

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: 763 - 762 - 5757 Cell: - - - E-mail: MSylvester@cityofisanti.us

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### EVENT INFORMATION

Event Name: Bandshell Grand Opening Celebration

Date(s) of Event: Tentative: October 23, 2021

Hours of Event: 1:00-3:00pm

Type of Event: ☒ Open to the Public ☐ Private ☐ Other: \_\_\_\_\_

Describe Event (List all activities. Provide flyer or other marketing materials as available.):

Event will celebrate the opening of the bandshell with food trucks and entertainment from local organizations.

**Proposed Location of the Event** (be specific, site map also required):

Bluebird Park

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**Estimated Number of People in Attendance** (includes staff, participants, and spectators):

100

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**Parking Impact** – Describe in detail:

Attendees will use the parking lot at Bluebird Park.

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**Tents, equipment, amusement rides, etc.**

**Type:** Food trucks

**Size:** 15' vehicles

**Location:** Bluebird Park

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**Are Fire Prevention or EMS needed?** Please specify and if being provided, please identify the name or entity providing these services:

No

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**Are you requesting any street closures?** If yes, list streets:

No

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**Restrooms** (Portable) – Name or entity providing these services; and number of facilities to be provided. When other restroom facilities are not provided on-site or are limited; the applicant will need to pay for additional restroom facilities. For those events exceeding 75 persons, one (1) additional restroom shall be provided; for events exceeding 150 persons, two (2) additional restrooms shall be provided. For events exceeding 250; the Planning for Special Events-Usage Chart shall be used.

Will use existing restrooms

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**Security Plans** – Name or entity providing these services. (A Police Officer is required if alcohol is being served or at the discretion of the Police Chief).

None needed

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**Clean-up Plans** – Describe in detail:

Staff will clean up the event space.

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**Live entertainment** – Describe in detail:

Will potentially include school and/or local music groups

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Will any other **public addressing system or sound amplification** be used? If so, describe:

Yes, a sound system will be used for performances and announcements.

---

**If the event will be held on public property, please provide the following information:** (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected?

No tickets will be sold. Any money collected will be used to offset costs of event.

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*Depending upon the type of special event, some items may not be required or may be waived as part of the review process. Larger events may require additional information, in order to properly process the request.*

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#### **APPLICANT SIGNATURE**

I declare that the information I have provided on this application is truthful and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Isanti to investigate and make whatever inquiries necessary to verify the information provided.

Applicant Signature: Alyssa Olson



**OFFICE USE ONLY**

Reviewed By: (Any concerns / comments will be attached to the application)

Fire Chief

☒ Approved ☐ Denied ☐ N/A Signature: VIA EMAIL (SEE ATTACHED)

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: VIA EMAIL (SEE ATTACHED)

Public Services Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Parks, Recreation and Culture Manager

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Community Development Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature] to you anticipate any signage?

City Administrator

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Council

☐ Approved ☐ Denied

Date of Review: \_\_\_\_\_



■ Picnic Tables



**SPECIAL EVENT PERMIT  
APPLICATION**

City of Isanti  
110 First Avenue NW • PO Box 428  
Isanti, MN 55040  
Phone: 763.444.5512 • Fax: 763.444.5560  
www.cityofisanti.us

**Special Event Equipment  
Request Form**

Event Name: Bandshell Grand Opening Celebration

Date(s) of Event: Tentative: October 23, 2021

Contact Person: Alyssa Olson

Equipment Drop Off/Pick Up Location: Bluebird Park (Bandshell)

Equipment Drop Off Date/Time: 10/23/21 by 12pm

Please list the number of each item requested. Isanti Public Works will determine the availability of equipment for each event, and reserves the right to deny requests. *All equipment must be returned no later than 24 hours after the end of the event. The replacement of any broken or missing equipment will be billed to the event organizers.*

Construction Cones: \_\_\_\_\_

Picnic Tables: 8

Barricades: \_\_\_\_\_

Stage: \_\_\_\_\_

Road Closed Signs: \_\_\_\_\_

No Parking Signs: \_\_\_\_\_

Office Use Only

Date Delivered: \_\_\_\_\_ By: \_\_\_\_\_

Date Checked In: \_\_\_\_\_ By: \_\_\_\_\_



**SPECIAL EVENT PERMIT  
APPLICATION**

City of Isanti  
110 First Avenue NW • PO Box 428  
Isanti, MN 55040  
Phone: 763.444.5512 • Fax: 763.444.5560  
www.cityofisanti.us

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**-EVENT SPONSOR-  
RELEASE AND INDEMNIFICATION AGREEMENT**

City of Isanti

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL  
EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on property  
owned by the City of Isanti:

Grand opening celebration with food trucks and light entertainment.

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Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or  
may involve risks of injury, loss, or damage to us and/or third parties. We further  
acknowledge that such risks may include but not be limited to bodily injury,  
personal injury, sickness, disease, death, and property loss or damage, arising from  
the following circumstances, among others:

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(Special Events Holder Initials Here) AO

- B. If required by this paragraph, we agree to require each participant to our special  
event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for  
ourselves and for the City of Isanti, on a form approved by the City of Isanti.

Participant Release and Indemnification required? YES ☐ NO ☒

(Special Events Holder Initials Here) AO

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Isanti, for the duration of the above described activities.

(Special Events Holder Initials Here) AO

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) AO

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Isanti, its officers, and its employees from any and all claims, demands, and actions for such injury, loss or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) AO

- F. We further agree to defend, indemnify and hold harmless the City of Isanti, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorney fees, including those arising from any third party claim asserted against the City of Isanti, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) AO

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Isanti, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Event Holder Initials Here) AO

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Event Holder Initials Here) AO

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Event Holder Initials Here) AO

**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

**PRINTED NAME OF SPECIAL EVENTS HOLDER:**

Alyssa Olson

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

Name Alyssa Olson

Title Parks, Recreation and Events Coordinator

Signature Alyssa Olson

Date September 27, 2021

## Isanti Parks

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**From:** Al Jankovich <aljankovich@isantifiredistrict.org>  
**Sent:** Tuesday, September 28, 2021 9:02 AM  
**To:** Isanti Parks  
**Subject:** RE: SEP - Bandshell Grand Opening

Isanti Fire approves the bandshell grand opening just please drop me a quick email when the date is finalized.

Thank you!

**ALAN JANKOVICH | FIRE CHIEF**

ISANTI FIRE DISTRICT

401 1<sup>ST</sup> AVE NW, PO BOX 490 | ISANTI MN 55040

763.444.8019 | [aljankovich@isantifiredistrict.org](mailto:aljankovich@isantifiredistrict.org) | [www.isantifiredistrict.org](http://www.isantifiredistrict.org)



**From:** Isanti Parks <IsantiParks@cityofisanti.us>  
**Sent:** Monday, September 27, 2021 4:39 PM  
**To:** Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>  
**Subject:** SEP - Bandshell Grand Opening  
**Importance:** High

Hi Guys,

Attached is a permit application for our grand opening celebration of the new bandshell. The date is tentative, pending confirmation of when construction will be completed, but I'm hoping to confirm this week.

Let me know if you have any questions. Otherwise, please send me **approval by Wednesday** so I can get it into the next Council meeting.

Thanks!

Alyssa Olson

Parks, Recreation & Events Coordinator



CITY OF ISANTI

110 1<sup>ST</sup> Ave NW, Isanti, MN 55040

Phone: (763) 762-5754

**From:** Travis Muyres  
**Sent:** Tuesday, September 28, 2021 7:25 AM  
**To:** Isanti Parks  
**Subject:** Re: SEP - Bandshell Grand Opening

approve



## TRAVIS MUYRES

### Police Chief / Emergency Management Director

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#### Isanti Police Department

401 First Ave NW  
PO BOX 428  
Isanti, MN 55040  
763-444-4761 x101

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**From:** Isanti Parks <IsantiParks@cityofisanti.us>  
**Sent:** Monday, September 27, 2021 4:38 PM  
**To:** Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>  
**Subject:** SEP - Bandshell Grand Opening

Hi Guys,

Attached is a permit application for our grand opening celebration of the new bandshell. The date is tentative, pending confirmation of when construction will be completed, but I'm hoping to confirm this week.

Let me know if you have any questions. Otherwise, please send me **approval by Wednesday** so I can get it into the next Council meeting.

Thanks!

Alyssa Olson  
Parks, Recreation & Events Coordinator



CITY OF ISANTI  
110 1<sup>st</sup> Ave NW, Isanti, MN 55040  
Phone: (763) 762-5754





## Memo for Council

**To:** Mayor Johnson and Members of the City Council  
**From:** Alyssa Olson, Parks, Recreation & Events Coordinator  
**Date:** October 5, 2021  
**Subject:** Resolution 2021-XXX Approving Isanti Light Display Event

---

### **Background:**

Continuing the discussion on producing a holiday lighting event in Isanti. The enclosed proposal includes 2 concepts designed to appeal to different audiences and partners. Both concepts include vendor opportunities and Santa appearances, but differentiate on style and ticketing options. The location of the event would be in Bluebird Park surrounding the new amphitheater.

### **Concept 1:**

Free public event that focuses on market-style activities such as vendor booths, ice skating, and photos with Santa with limited focus on light displays. This event would be a standard community festival that would likely draw in Isanti County residents and would run for one weekend (Friday – Sunday) in December. Attendance would be free with an option to charge a minimal fee for parking. This style of event allows attendees to come and go as they please, and has the potential for return visits with increased sales for vendors. Production costs are minimal and would include setup/tear down, overnight security, onsite utilities and storage. Partner opportunities would range from trade/donations to a top tier at \$2,500.

Of the two concepts, this event style would incur the least display and production costs, but also has the lowest potential for revenue and attendance. The majority of the cost burden would be on taxpayers.

#### **Estimated Costs**

10 Light Displays	\$21,000
Production Costs	17,000
<i>(Labor, security, power, storage, etc)</i>	
<b>Concept 1 Initial Expenses</b>	<b>\$38,000</b>
Estimated Revenue	17,000
<b>Net Cost</b>	<b>\$21,000</b>

#### **Yr. 2**

Addtl Light Displays	\$ 3,000
Production Costs	17,000
<i>(Labor, security, power, storage, etc)</i>	
<b>Annual Expenses</b>	<b>\$20,000</b>
Estimated Revenue	17,000
<b>Net Cost</b>	<b>\$ 3,000</b>

### **Concept 2:**

Ticketed walk-through experience that focuses on one-sided light displays and includes market-style activities such as vendor booths and photo opportunities. This event would be similar to Bentleyville with wire display lighting and would likely draw an audience from neighboring counties, as well as partner opportunities at the county level. This concept would be fully enclosed to secure features. Increased production costs would include fencing, overnight security, storage, operations staff (ticketing, greeters, etc), and general event utilities. Recommended timeline would be to host this style event for one full week (Saturday – Saturday) in December. Ticket fees, paid parking and partner revenue would help offset costs. Partner opportunities would range from trade/donations to a top tier at \$5,000.

#### **Estimated Costs**

13 Light Displays	\$ 57,000
Production Costs	50,000
<i>(Labor, security, power, storage, etc)</i>	

#### **Yr. 2**

Addtl Light Displays	\$ 8,000
Production Costs	50,000
<i>(Labor, security, power, storage, etc)</i>	

<b>Concept 2 Initial Expenses</b>	<b>\$107,000</b>	<b>Annual Expenses</b>	<b>\$ 58,000</b>
<u>Estimated Revenue</u>	<u>84,000</u>	<u>Estimated Revenue</u>	<u>84,000</u>
<b>Net Cost</b>	<b>\$ 23,000</b>	<b>Potential Profit</b>	<b>\$ 26,000</b>

**Considerations:**

- The longer the timeline, the higher the production costs.
- If ticketed, event needs to be worth the price paid.
- Display costs are high upfront, but would decrease YOY.
- Grant opportunities also exist to help offset costs, but event would need to be budgeted ahead of application submission.
- Size of event and concept will determine how much time staff will need to allocate for event, both pre-planning and during.
- Would want to request BMX Arena not plan any events during event window.
- Weather conditions are not guaranteed and there is a risk the event could be cancelled due to severe weather.

**Request:**

Staff would like direction to move forward with a lighting event for December 2022 and which concept is preferred.

**Attachment:**

- Event Concept Proposals

## RESOLUTION 2021-XXX

### APPROVING ISANTI LIGHT DISPLAY EVENT

**WHEREAS**, the City Council has identified a need and interest in developing a holiday light display event in Isanti to encourage community engagement in the winter and draw new visitors to the City; and,

**WHEREAS**, staff has developed plans to create a lighting event in Bluebird Park surrounding the amphitheater; and,

**WHEREAS**, staff will work with businesses and organizations to sell sponsorships, vendor opportunities, and create partnerships for the event; and,

**WHEREAS**, admission to the event will be \_\_\_\_\_; and,

**WHEREAS**, parking for the event will be \_\_\_\_\_; and,

**WHEREAS**, staff will create funding source Special Revenue Fund 227 for this event; and,

**WHEREAS**, staff has estimated costs for producing the event will not exceed \_\_\_\_\_;

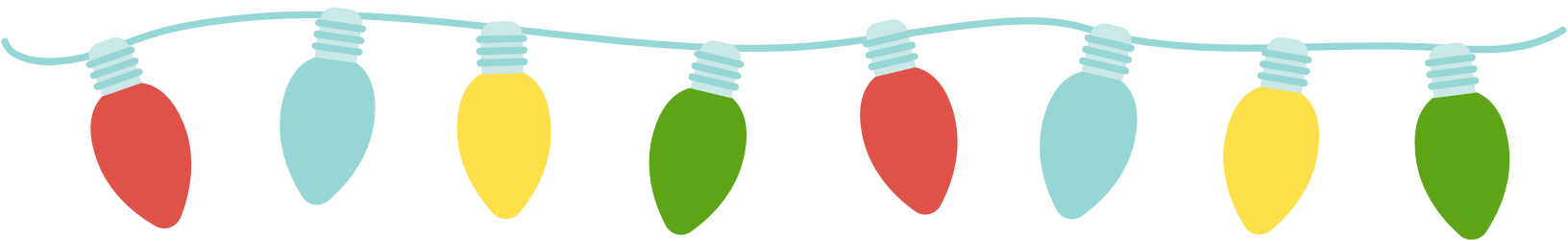
**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota** to approve the creation of a holiday lighting event at Bluebird Park, to authorize staff to allocate in year 2022 \_\_\_\_\_ budget for the event, to authorize staff to purchase and rent necessary equipment and features to be included in the event, and to authorize the creation of Special Revenue Fund 227. Authorize the City Administrator to approve major purchases.

This resolution was duly adopted by the Isanti City Council this 5<sup>th</sup> day of October 2021.

\_\_\_\_\_  
Mayor Jeff Johnson

Attest:

\_\_\_\_\_  
Jaden Strand  
City Clerk



# **Isanti Lights Event Concepts**

# Concept #1

Community-focused come-as-you-wish festival  
open to the public.

Would include local vendors & partners, a few  
light displays, and a heavier focus on market-  
like activities (such as vendors, photos with  
Santa, ice skating and fire pits).

## **Proposed Timeframe:**

1 Weekend (Fri-Sun)

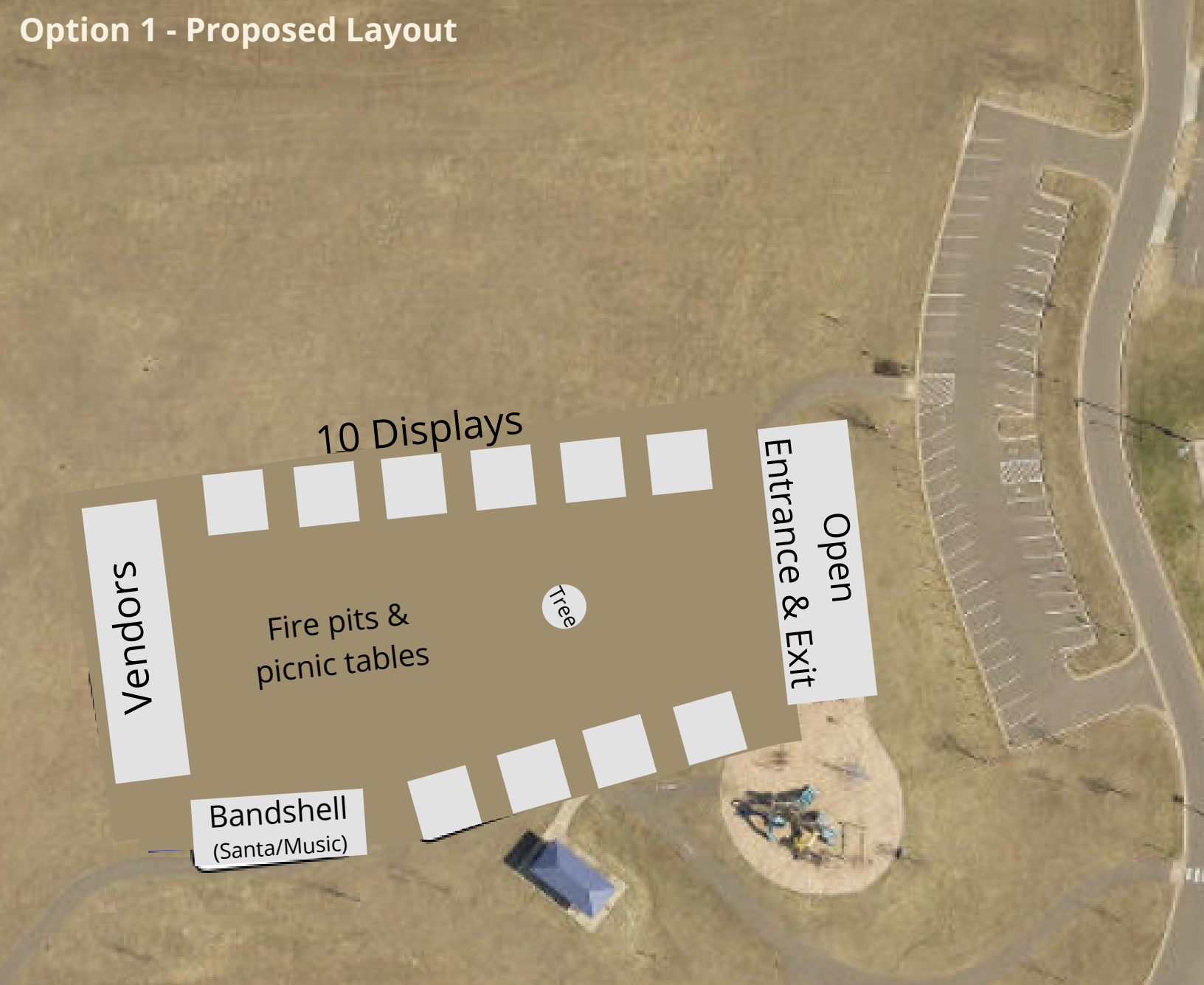
**Price:** Free Attendance

Possible paid parking

**Est. Cost:** \$38,000

**Est. Revenue:** \$17,000

## Option 1 - Proposed Layout



### Concept Highlights:

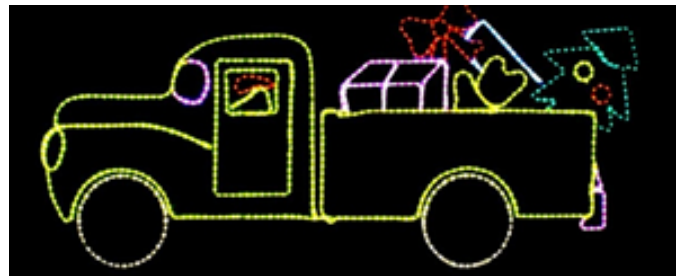
- Non-ticketed event - allow attendees to come and go, return multiple times
- Can include Pleasure Rink/Park features
- Minimal displays needed, 10 plus small centerpiece tree would be appropriate start

### Additional Considerations:

- Security would need to be hired to monitor event space after hours
- Opportunity for large sponsors is minimal
- Puts burden on taxpayers



# Option 1 - Display Aesthetic



# Concept #2

Walk-through ticketed light experience designed to appeal to a broader County-wide audience.

Would include food & product vendors from across the state, local business partners, heavy focus on light displays and interactive activities (such as photos with Santa, photo stations, and fire pits).

**Proposed Timeline:** 1 Week (Sat-Sat)

**Price:** Fee to Attend  
Paid Parking

**Est. Cost:** \$107,000

**Est. Revenue:** \$84,000



## Option 2 - Proposed Layout



### Event Highlights:

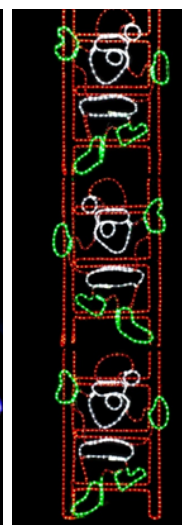
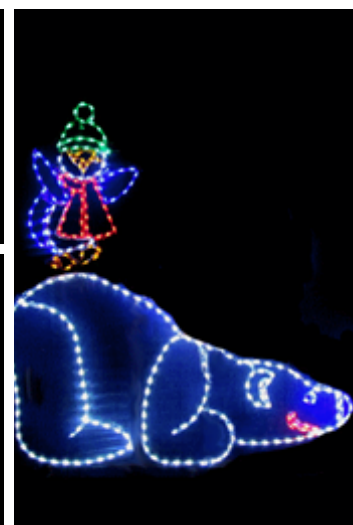
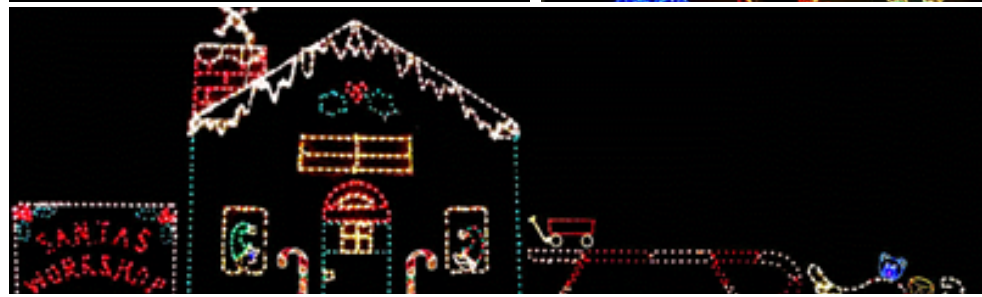
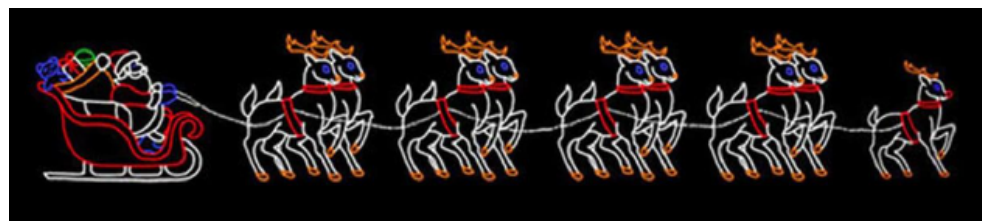
- Ticketed event
- Displays are 2D (1-sided) structures - Maximum of 13 displays along perimeter (would need to increase each year to fill space or decrease footprint) plus large tree centerpiece
- Vendor opportunities include food and non-food products

### Additional Considerations:

- Security would need to be hired for after hours
- Need paid staff or volunteers for ticket taking & customer service
- Fencing or a barrier around perimeter would be needed to prevent free access
- Potential for county-wide audience and corporate sponsor involvement, but won't likely attract major sponsors



## Option 2 - Display Aesthetic



**K.8.**

**Finance Plan**

**City of Isanti, Minnesota**

**\$1,510,000**

**General Obligation Tax Abatement Refunding  
Bonds, Series 2021A**

**October 5, 2021**



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

[www.northlandsecurities.com](http://www.northlandsecurities.com)

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## Contents

<b>Executive Summary.....</b>	<b>1</b>
<b>Issue Overview .....</b>	<b>2</b>
Purpose .....	2
Qualified Private Activity Bonds.....	2
Authority .....	2
Structure .....	3
Security and Source of Repayment .....	3
Plan Rationale.....	3
Issuing Process.....	3
<b>Attachment 1 – Preliminary Debt Service Comparison .....</b>	<b>4</b>
<b>Attachment 2 – Preliminary Debt Service Schedules.....</b>	<b>5</b>
<b>Attachment 3 – Estimated Levy Schedule .....</b>	<b>6</b>
<b>Attachment 4 – Related Considerations .....</b>	<b>7</b>
Bank Qualified .....	7
Arbitrage Compliance .....	7
Continuing Disclosure.....	7
Premiums.....	7
Rating.....	8
<b>Attachment 5 – Calendar of Events .....</b>	<b>9</b>
<b>Attachment 6 - Risk Factors .....</b>	<b>10</b>

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## Executive Summary

The following is a summary of the recommended terms for the issuance of approximately \$1,510,000 General Obligation Tax Abatement Refunding Bonds, Series 2021A (the “Bonds”). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 4 – Related Considerations.

<b>Purpose</b>	Proceeds from the Bonds will be used to current refund the outstanding maturities of the City’s General Obligation Tax Abatement Bonds, Series 2014A and to pay costs associated with the issuance of the Bonds.
<b>Security</b>	The Bonds will be a general obligation of the City. The City will pledge abatement levies and property tax levies for payment of the Bonds.
<b>Repayment Term</b>	The Bonds will mature annually each February 1 in the years 2023 through 2030. Interest on the Bonds will be payable on August 1, 2022 and semiannually thereafter on each February 1 and August 1.
<b>Estimated Interest Rate</b>	True interest cost (TIC): 0.99%
<b>Prepayment Option</b>	The City may decide to add a prepayment option such as the Bonds maturing on February 1, 2030 will be subject to redemption on February 1, 2029 and any day thereafter at a price of par plus accrued interest.
<b>Rating</b>	A rating will be requested from Standard & Poor’s (S&P). The City’s general obligation debt is currently rated "AA-" by S&P.
<b>Tax Status</b>	The Bonds will be qualified tax-exempt, bank qualified obligations.
<b>Risk Factors</b>	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 6.
<b>Type of Bond Sale</b>	Competitive Sale
<b>Proposals Received</b>	Tuesday, November 16, 2021 at 10:00 a.m.
<b>Council Consideration</b>	Tuesday, November 16, 2021 at 7:00 p.m.

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## Issue Overview

### Purpose

Proceeds from the Bonds will be used to current refund the February 1, 2023 through February 1, 2030 maturities of the City's General Obligation Tax Abatement Bonds, Series 2014A (the "Series 2014A Bonds") on February 1, 2022 (the "Call Date") and to pay costs associated with the issuance of the Bonds. The Bonds have been sized based on the proceeds needed to current refund the outstanding maturities of the Series 2014A Bonds. The table below contains the sources and uses of funds for the bond issue.

#### Sources Of Funds

Par Amount of Bonds	\$1,510,000.00
Additional required Equity contribution	29,510.00
<b>Total Sources</b>	<b>\$1,539,510.00</b>

#### Uses Of Funds

Deposit to Current Refunding Fund	1,475,000.00
Costs of Issuance	43,100.00
Total Underwriter's Discount (1.100%)	16,610.00
Rounding Amount	4,800.00
<b>Total Uses</b>	<b>\$1,539,510.00</b>

The Series 2014A Bonds are eligible for prepayment on February 1, 2022. The 2023 through 2030 maturities will be called for prepayment on the Call Date. The City will need to wire a portion of the proceeds of the Bonds to Northland Trust Services, Inc., the Paying Agent on the Series 2014A Bonds prior to the Call Date to prepay the outstanding principal for the 2023 through 2030 maturities. The City will also make the regularly scheduled payment due on February 1, 2022 for payment of the 2022 maturity and accrued interest on the Series 2014A Bonds.

Based on current market conditions, we have estimated total combined savings of \$99,170 with a present value of \$95,410, for the refunding of the Series 2014A Bonds. The projected annual savings are shown in Attachment 1.

### Qualified Private Activity Bonds

The BMX racing facility financed by the Series 2014A Bonds is operated by the 501(c)3 non-profit, Rum River BMX Association; therefore, the Bonds are considered "qualified" private activity bonds. A TEFRA hearing was held prior to the issuance of the Series 2014A Bonds and therefore will not be needed for issuance of the Bonds. Costs of issuance to be financed by proceeds of "qualified private activity bonds" are limited to 2% of the par amount of the bonds to be issued. Based on our current estimates, the City will be required to use approximately \$29,510 in cash to cover the disallowed issuance costs.

### Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Sections 469.1812 through 469.1815 and Chapter 475.

The hearing requirements of Sections 469.1812 through 469.1815 were met prior to the issuance of the Series 2014A Bonds.

State Law states the total abated taxes in any year cannot exceed the greater of (a) 10% of the City's net tax capacity for the taxes payable year to which the abatement applies, or (b) \$200,000. Based on the City's 2021 net tax capacity, the City has authority to approve a total maximum annual amount of \$494,769. The maximum amount of abated taxes to be approved for the Bonds is expected to be approximately \$200,000, which is less than the total amount of abated taxes the

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City may approve pursuant to State Law. The City does not currently have any other bonds secured by an abatement levy.

## Structure

The Bonds have been structured to result in relatively level annual savings, preserving the original structure of the Refunded Bonds.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 2.

## Security and Source of Repayment

The Bonds will be a general obligation of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Tax Abatements. The total amount of the City taxes on the parcels to be included within the abatement area are sufficient to pay annual principal over the remaining 8-year term of the Bonds. When levied, tax abatements are spread over the City's entire general tax base (net tax capacity) the same as a general fund levy. Property within an abatement area pays the same amount of taxes as property outside of an abatement area. There is no different impact on individual property tax statements for property within a tax abatement area compared to other property within the City as a whole.
- Property Taxes. The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show an annual tax levy ranging from approximately \$19,949 initially, declining to \$11,595 in the final year, is needed to produce the statutory requirement of 105% of debt service, after accounting for abatement collections. The levy may be adjusted annually based on actual monies in the debt service fund. The initial tax levy will be made in 2021 for taxes payable in 2022.

## Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Tax Abatement Refunding Bonds provides the best means of achieving the City's objectives and cost-effective financing. The City has successfully issued and managed this type of debt for previous projects.

## Issuing Process

Northland will receive bids to purchase the Bonds on Tuesday, November 16, 2021 at 10:00 A.M. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 5.

**Underwriter:** Northland Securities, Inc., Minneapolis, Minnesota

**Bond Counsel:** Taft, Stettinius & Hollister, LLP, Minneapolis, Minnesota

**Paying Agent:** Northland Trust Services, Inc. Minneapolis, Minnesota

## Attachment 1 – Preliminary Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	188,231.25	212,941.25	188,231.25	(24,710.00)
02/01/2023	195,189.69	-	195,189.69	213,162.50	17,972.81
02/01/2024	198,687.50	-	198,687.50	213,912.50	15,225.00
02/01/2025	188,212.50	-	188,212.50	204,537.50	16,325.00
02/01/2026	187,582.50	-	187,582.50	204,862.50	17,280.00
02/01/2027	196,682.50	-	196,682.50	210,050.00	13,367.50
02/01/2028	205,447.50	-	205,447.50	219,500.00	14,052.50
02/01/2029	198,847.50	-	198,847.50	213,500.00	14,652.50
02/01/2030	191,995.00	-	191,995.00	207,000.00	15,005.00
<b>Total</b>	<b>\$1,562,644.69</b>	<b>\$188,231.25</b>	<b>\$1,775,585.94</b>	<b>\$1,874,756.25</b>	<b>\$99,170.31</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	120,120.25
Net PV Cashflow Savings @ 0.745%(Bond Yield)....	120,120.25
Total Cash contribution.....	(29,510.00)
Contingency or Rounding Amount.....	4,800.00
Net Present Value Benefit	\$95,410.25
Net PV Benefit / \$1,630,122.36 PV Refunded Debt Service	5.853%
Net PV Benefit / \$1,475,000 Refunded Principal...	6.468%
Net PV Benefit / \$1,510,000 Refunding Principal..	6.319%



## Attachment 2 – Preliminary Debt Service Schedules

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/16/2021	-	-	-	-	-
08/01/2022	-	-	5,660.94	5,660.94	-
02/01/2023	185,000.00	0.200%	4,528.75	189,528.75	195,189.69
08/01/2023	-	-	4,343.75	4,343.75	-
02/01/2024	190,000.00	0.250%	4,343.75	194,343.75	198,687.50
08/01/2024	-	-	4,106.25	4,106.25	-
02/01/2025	180,000.00	0.350%	4,106.25	184,106.25	188,212.50
08/01/2025	-	-	3,791.25	3,791.25	-
02/01/2026	180,000.00	0.500%	3,791.25	183,791.25	187,582.50
08/01/2026	-	-	3,341.25	3,341.25	-
02/01/2027	190,000.00	0.650%	3,341.25	193,341.25	196,682.50
08/01/2027	-	-	2,723.75	2,723.75	-
02/01/2028	200,000.00	0.800%	2,723.75	202,723.75	205,447.50
08/01/2028	-	-	1,923.75	1,923.75	-
02/01/2029	195,000.00	0.950%	1,923.75	196,923.75	198,847.50
08/01/2029	-	-	997.50	997.50	-
02/01/2030	190,000.00	1.050%	997.50	190,997.50	191,995.00
<b>Total</b>	<b>\$1,510,000.00</b>	<b>-</b>	<b>\$52,644.69</b>	<b>\$1,562,644.69</b>	<b>-</b>

### Date And Term Structure

Dated	12/16/2021
Delivery Date	12/16/2021
First available call date	2/01/2029
Call Price	100.000%

### Yield Statistics

Bond Year Dollars	\$7,048.75
Average Life	4.668 Years
Average Coupon	0.7468656%
Net Interest Cost (NIC)	0.9825102%
True Interest Cost (TIC)	0.9872466%
All Inclusive Cost (AIC)	1.6336620%

### Attachment 3 – Estimated Levy Schedule

<b>Date</b>	<b>Total P+I</b>	<b>105% Levy</b>	<b>Less: Abatement Levy</b>	<b>Net Levy</b>	<b>Levy Year</b>	<b>Collection Year</b>
02/01/2022	-	-	-	-		
02/01/2023	195,189.69	204,949.17	185,000.00	19,949.17	2021	2022
02/01/2024	198,687.50	208,621.88	190,000.00	18,621.88	2022	2023
02/01/2025	188,212.50	197,623.13	180,000.00	17,623.13	2023	2024
02/01/2026	187,582.50	196,961.63	180,000.00	16,961.63	2024	2025
02/01/2027	196,682.50	206,516.63	190,000.00	16,516.63	2025	2026
02/01/2028	205,447.50	215,719.88	200,000.00	15,719.88	2026	2027
02/01/2029	198,847.50	208,789.88	195,000.00	13,789.88	2027	2028
02/01/2030	191,995.00	201,594.75	190,000.00	11,594.75	2028	2029
<b>Total</b>	<b>\$1,562,644.69</b>	<b>\$1,640,776.92</b>	<b>\$1,510,000.00</b>	<b>\$130,776.92</b>		

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## Attachment 4 – Related Considerations

### Bank Qualified

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore, the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

### Arbitrage Compliance

All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "small issuer exemption."

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

### Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of "financial obligations" (such as USDA loans, Public Finance Authority loans and lease agreements) must be reported within ten days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

### Premiums

In the current market environment, it is likely that the proposed pricing will include premiums. A premium price occurs when the underwriter pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the underwriter's view on future market conditions, tax considerations for investors and other

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factors. Ultimately, the true interest cost calculation ("TIC") will indicate the overall cost to the City, regardless of premium.

A premium price produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff prior to the day of pricing to determine use of premium (if any).

### **Rating**

A rating will be requested from Standard & Poor's (S&P). The City's general obligation debt is currently rated "AA-" by S&P. The City recently went through the rating process with S&P. It is anticipated that an update will be handled electronically via email correspondence; however, it is possible a short follow-up call will be requested by the rating analyst from S&P. Northland will assist City staff in preparing for and conducting the rating call, as needed.

## Attachment 5 – Calendar of Events

The following checklist of items denotes each milestone activity as well as the members of the finance team who will have the responsibility to complete it. *Please note this proposed timetable assumes regularly scheduled City Council meetings.*

October 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

	Holiday
	Important Date

Date	Action	Responsible Party
October 5, 2021	Review of Finance Plan	Northland, City Council
October 14, 2021	Preliminary Official Statement sent to City for Sign Off and to Rating Agency	Northland, City Staff
Late October- Early November	Rating Call (if needed)	Northland, City Staff, Rating Agency
November 5, 2021	Rating Received	Northland, City Staff, Rating Agency
November 10, 2021	Awarding Resolution sent to City	Northland, Bond Counsel
November 16, 2021	Sale Date  Awarding Resolution Adopted 7:00 p.m.	Northland, City Council Action
December 16, 2021	Closing on the Bonds (Proceeds Available)	Northland, City Staff, Bond Counsel
February 1, 2022	Series 2014A Bonds Called for Redemption	Paying Agent

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## Attachment 6 - Risk Factors

**Property Taxes:** Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

**Tax Abatement:** The tax abatement levy needs to be calculated annually in accordance with the abatement resolution. The abatement levy must be included in the preliminary levy used for annual Truth in Taxation hearings. A tax abatement levy was authorized as a special levy (not subject to levy limits) under the most recent legislation. Levy limits are not currently enacted. The status of a tax abatement levy under future levy limitations (if any) cannot be predicted.

**General:** In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.

**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF ISANTI, MINNESOTA  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between the City of Isanti, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

**WITNESSETH**

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Tax Abatement Refunding Bonds, Series 2021A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website ([www.msrb.org](http://www.msrb.org)) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NSI**

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

**Planning and Development**

1. Assist City officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the City in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

#### **Bond Sale**

1. Assist the City with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the City and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the City with preparing and conducting the rating call or other presentation.
4. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

#### **Post-Sale Support**

1. Assist the City with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

### **COMPENSATION**

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$17,850. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.



It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

### **CONFLICTS OF INTEREST**

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the City in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the City. In executing this Agreement, the City acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The City is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect City staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

### **LEGAL AND DISCIPLINARY ACTIONS**

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The City can find information about these forms and accessing information related to NSI at [www.sec.gov/municipal/oms-edgar-links](http://www.sec.gov/municipal/oms-edgar-links).

### **SUCCESSORS OR ASSIGNS**

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

**TERM OF THIS AGREEMENT**

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 5th day of October, 2021.

**Northland Securities, Inc.**



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

Clifton Schultz, Managing Director

**City of Isanti, Minnesota**

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

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

## City of Isanti

Gross Payroll	104,245.08
Social Security & Medicare	5,767.97
Public Employees Retirement	10,594.46
Total City Expense	<u>120,607.51</u>

Pay Date 10/1/2021

Pay Period 20 (9/12-9/25/21)

City of Isanti

Check Register - Mayor/Council Approval  
Check Issue Dates: 9/22/2021 - 9/22/2021

Page: 1

Sep 22, 2021 09:35AM

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/21	09/22/2021	56778	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	1,040.00
09/21	09/22/2021	56779	2312	ADVANTAGE CONSTRUCTION	101-20200	81.00
09/21	09/22/2021	56780	598	ASPEN MILLS INC	101-20200	476.35
09/21	09/22/2021	56781	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	642.67
09/21	09/22/2021	56782	9	BERNICKS PEPSI-COLA	609-20200	582.47
09/21	09/22/2021	56783	368	BILLS QUALITY CLEANING	609-20200	712.00
09/21	09/22/2021	56784	1500	BOLTON & MENK INC	101-20200	60,611.00
09/21	09/22/2021	56785	2020	BOYLE, EUGENE	101-20200	2,560.00
09/21	09/22/2021	56786	1815	CENTURYLINK	609-20200	673.81
09/21	09/22/2021	56787	2751	CMS MONITORING	101-20200	60.00
09/21	09/22/2021	56788	918	CRYSTAL SPRINGS ICE	609-20200	672.49
09/21	09/22/2021	56789	8	DAHLHEIMER DISTRIBUTING CO	609-20200	29,458.45
09/21	09/22/2021	56790	1941	DELTA DENTAL	861-20200	3,440.40
09/21	09/22/2021	56791	897	DVS RENEWAL	101-20200	54.25
09/21	09/22/2021	56792	257	EARL F ANDERSEN - DIV OF SAFETY SIGNS	101-20200	97.45
09/21	09/22/2021	56793	2478	EAST CENTRAL ENERGY	101-20200	42.85
09/21	09/22/2021	56794	16	ELECTRO WATCHMAN INC	609-20200	272.53
09/21	09/22/2021	56795	2794	EMERGENCY EQUIPMENT CONNECTION INC	920-20200	10,262.05
09/21	09/22/2021	56796	3069	FIRST RATE OUTDOORS LLC	101-20200	100.00
09/21	09/22/2021	56797	2028	FURTHER	861-20200	1,500.00
09/21	09/22/2021	56798	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	69.62
09/21	09/22/2021	56799	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	1,177.33
09/21	09/22/2021	56800	7	JOHNSON BROTHERS LIQUOR CO	609-20200	10,777.89
09/21	09/22/2021	56801	5	KAWALEK TRUCKING	609-20200	171.00
09/21	09/22/2021	56802	2762	LEGACY SECURITY TECHNOLOGY INC	609-20200	18,279.06
09/21	09/22/2021	56803	3096	MARIE RIDGEWAY LICSW LLC	101-20200	800.00
09/21	09/22/2021	56804	17	MCDONALD DISTRIBUTING CO	609-20200	17,877.35
09/21	09/22/2021	56805	1536	MINNESOTA DEED	219-20200	833.33
09/21	09/22/2021	56806	194	MN DEPT OF HEALTH	601-20200	23.00
09/21	09/22/2021	56807	2124	MOTION PICTURE LICENSING CORPORATION	101-20200	625.59
09/21	09/22/2021	56808	2080	MVTL LABORATORIES INC	602-20200	236.99
09/21	09/22/2021	56809	2553	O'REILLY	101-20200	127.94
09/21	09/22/2021	56810	617	PAUSTIS & SONS	609-20200	1,976.50
09/21	09/22/2021	56811	44	PHILLIPS WINE & SPIRITS INC	609-20200	1,653.14
09/21	09/22/2021	56812	3095	SCHLAUDERAFF, MELISSA	101-20200	250.00
09/21	09/22/2021	56813	315	ST PAUL STAMP WORKS	101-20200	79.20
09/21	09/22/2021	56814	1361	STAPLES ADVANTAGE	609-20200	36.02
09/21	09/22/2021	56815	42	VIKING COCA-COLA BOTTLING CO	609-20200	205.90
09/21	09/22/2021	56816	1286	VINOCOPIA INC	609-20200	1,576.75
09/21	09/22/2021	56817	4	WATSON CO INC	609-20200	1,743.91
09/21	09/22/2021	56818	780	WINE MERCHANTS	609-20200	760.00
09/21	09/22/2021	56819	2009	WOOD, JOSEPHINE	101-20200	144.86
Grand Totals:						172,765.15

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/21	09/29/2021	56820	3098	@TITLE LLC	603-20200	21.35
09/21	09/29/2021	56821	915	ABLE HOSE & RUBBER LLC	603-20200	862.95
09/21	09/29/2021	56822	598	ASPEN MILLS INC	101-20200	312.45
09/21	09/29/2021	56823	9	BERNICKS PEPSI-COLA	609-20200	3,026.56
09/21	09/29/2021	56824	2319	BREAKTHRU BEVERAGE OF MN	609-20200	10,792.37
09/21	09/29/2021	56825	1474	CDW GOVERNMENT INC	614-20200	626.97
09/21	09/29/2021	56826	120	CONNEXUS ENERGY	101-20200	20,330.89
09/21	09/29/2021	56827	1472	CRAWFORDS EQUIPMENT INC	101-20200	194.74
09/21	09/29/2021	56828	8	DAHLHEIMER DISTRIBUTING CO	609-20200	19,984.25
09/21	09/29/2021	56829	16	ELECTRO WATCHMAN INC	609-20200	26.72
09/21	09/29/2021	56830	1320	EXECUTIVE TITLE	601-20200	1.53
09/21	09/29/2021	56831	3069	FIRST RATE OUTDOORS LLC	101-20200	100.00
09/21	09/29/2021	56832	739	HACH COMPANY	601-20200	228.55
09/21	09/29/2021	56833	2302	HOME SECURITY ABSTRACT & TITLE CO	601-20200	30.60
09/21	09/29/2021	56834	114	ISANTI COUNTY RECORDER	505-20200	46.00
09/21	09/29/2021	56835	114	ISANTI COUNTY RECORDER	101-20200	46.00
09/21	09/29/2021	56836	114	ISANTI COUNTY RECORDER	505-20200	46.00
09/21	09/29/2021	56837	7	JOHNSON BROTHERS LIQUOR CO	609-20200	8,114.34
09/21	09/29/2021	56838	5	KAWALEK TRUCKING	609-20200	267.00
09/21	09/29/2021	56839	2587	LEAGUE OF MN CITIES INSURANCE TRUST	101-20200	1,000.00
09/21	09/29/2021	56840	17	MCDONALD DISTRIBUTING CO	609-20200	6,729.30
09/21	09/29/2021	56841	616	MENARDS - CAMBRIDGE	609-20200	2,381.36
09/21	09/29/2021	56842	2208	MINNESOTA EQUIPMENT INC	101-20200	68.83
09/21	09/29/2021	56843	1180	MLB PRINTING INC	609-20200	495.00
09/21	09/29/2021	56844	2080	MVTL LABORATORIES INC	602-20200	220.80
09/21	09/29/2021	56845	44	PHILLIPS WINE & SPIRITS INC	609-20200	1,585.76
09/21	09/29/2021	56846	12	POSTMASTER	101-20200	555.00
09/21	09/29/2021	56847	2827	RATWIK ROSZAK & MALONEY P.A.	101-20200	1,776.00
09/21	09/29/2021	56848	3099	RESEARCH PARTNERSHIP LLC	505-20200	4,824.50
09/21	09/29/2021	56849	3097	RIVET, ROGER & CARRIE	601-20200	45.61
09/21	09/29/2021	56850	2756	SELLMAN, SHEILA	101-20200	99.24
09/21	09/29/2021	56851	3068	SERVION TITLE	601-20200	38.53
09/21	09/29/2021	56852	2396	SOUTHERN GLAZERS OF MN	609-20200	7,788.49
09/21	09/29/2021	56853	2554	SPECIALTY SOLUTIONS	602-20200	1,770.07
09/21	09/29/2021	56854	73	STAR	609-20200	674.73
09/21	09/29/2021	56855	2156	SUMMIT FIRE PROTECTION	101-20200	8.00
09/21	09/29/2021	56856	1290	THE AMBLE GROUP	101-20200	786.98
09/21	09/29/2021	56857	1503	THE AMERICAN BOTTLING COMPANY	609-20200	189.50
09/21	09/29/2021	56858	2944	UNIFIRST CORPORATION	609-20200	719.98
09/21	09/29/2021	56859	42	VIKING COCA-COLA BOTTLING CO	609-20200	197.00
09/21	09/29/2021	56860	4	WATSON CO INC	609-20200	1,920.83
09/21	09/29/2021	56861	3019	WIDSETH SMITH NOLTING & ASSOC INC	609-20200	412.50
Grand Totals:						99,347.28

**RESOLUTION 2021-XXX**

**APPROVING BOARDS AND COMMISSIONS TO RECEIVE AGENDA PACKETS  
DIGITALLY VIA EMAIL**

**WHEREAS**, the City of Isanti has determined it is in the City's best interest to send boards and committee agenda packets digitally via email; and,

**WHEREAS**, printed copies of agenda packets are available at City Hall upon request; and,

**WHEREAS**, the City of Isanti will have a cost savings for sending packets digitally; and,

**WHEREAS**, the City of Isanti will have a cost savings for staff time;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota that all agenda packets for boards and committees shall be sent digitally via email;

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk

## RESOLUTION 2021-XXX

### ACCEPTING RESIGNATION FOR LIQUOR STORE CLERK NICOLE BOTHMAN

**WHEREAS**, part-time Liquor Store Clerk II, Nicole Bothman submitted proper notice of resignation on September 22, 2021; and,

**WHEREAS**, the effective date of this resignation is October 4, 2021; and,

**WHEREAS**, Nicole Bothman is not leaving employment in good standing as she did not resign per current personnel policy with two-week notice;

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

1. That the resignation of Nicole Bothman is hereby effective October 4, 2021.
2. That Human Resources Director and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk

## RESOLUTION 2021-XXX

### APPROVING THE HIRE OF KATIE OLSEN FOR PART-TIME LIQUOR STORE CLERK II

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

**WHEREAS**, the staff was directed to advertise and accept applications to fill a Liquor Store Part-Time Clerk II position; and,

**WHEREAS**, Katie Olsen was selected as the most qualified candidate for the open Part-Time Liquor Store Clerk II position and has successfully passed a background check and reference check;

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

1. That Katie Olsen has been selected for the Part-Time Liquor Store Clerk II position.
2. That Katie Olsen was eligible to start in the position on September 29, 2021.
3. That Katie Olsen shall start at Step 1 of the wage scale at \$14.47 per hour.
4. This position is part time and not eligible for benefits.
5. That Human Resources is directed to complete all required documentation for the completion of the employment offer and place a copy of this resolution in the employee's personnel file for future reference

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

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Mayor Jeff Johnson

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Jaden Strand  
City Clerk



## RESOLUTION 2021-XXX

### APPROVING THE HIRE OF KRISTIN BENNETT FOR PART-TIME LIQUOR STORE CLERK II

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

**WHEREAS**, the staff was directed to advertise and accept applications to fill a Liquor Store Part-Time Clerk II position; and,

**WHEREAS**, Kristin Bennett was selected as the most qualified candidate for the open Part-Time Liquor Store Clerk II position and has successfully passed a background check and reference check;

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

1. That Kristin Bennett has been selected for the Part-Time Liquor Store Clerk II position.
2. That Kristin Bennett was eligible to start in the position on September 29, 2021.
3. That Kristin Bennett shall start at Step 1 of the wage scale at \$14.47 per hour.
4. This position is part time and not eligible for benefits.
5. That Human Resources is directed to complete all required documentation for the completion of the employment offer and place a copy of this resolution in the employee's personnel file for future reference

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

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Mayor Jeff Johnson

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Jaden Strand  
City Clerk

## RESOLUTION 2021-XXX

### UPDATING TRUNK OVERSIZING POLICY

**WHEREAS**, the City of Isanti finds it is in the best interest for the residents of the city to ensure infrastructure meets the needs for current and future growth of the city; and

**WHEREAS**, in 2006, the city adopted a policy for trunk sewer and water oversizing to enable a developer to recover excess costs incurred to install municipal utilities sized to serve properties not under the control of the developer; and,

**WHEREAS**, at the September 21, 2021 Committee of the Whole meeting the Committee reviewed the current policy and directed staff to update the policy;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota that the Policy on Oversizing is hereby approved and shall be attached as a part of this resolution.

This resolution is hereby approved by Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk

**Intent:**

The purpose of the trunk sewer and water oversizing policy is to enable a developer to recover excess costs incurred to install municipal utilities sized to serve properties not under the control of the developer. The "oversized" portion is the difference between the line size and depth required to serve the developer's property and the line size and depth required by the city to meet future growth demands.

This "oversizing" may also include the costs associated with any utility extensions required by the city that meet the following criteria:

1. The extension falls outside an existing, proposed, or future roadway.
2. The extension falls outside existing or proposed Right-of-Way.
3. The extension has no direct benefit to the developer and would not be needed as part of the project if not for the request of the city.

**Utility Sizing:**

The actual size of municipal utilities required shall be initially established by the Developer's Engineer in coordination with the City Engineer and follow City standard size and depth of each utility, at a minimum. Final design requirements shall be determined by the City Engineer. Criteria to be used for this determination shall include, but not be limited to the following:

1. Utility Master Plan.
2. Potential future demand on the water, wastewater, or stormwater system as related to the proposed development.
3. Hydraulic design criteria of the water, wastewater, or stormwater system.

**City Participation in Oversizing Project:**

The City of Isanti may require a developer to install oversized water or wastewater utilities.

1. If an oversizing is required, and the costs meet the definition of eligible project costs as given below, the City may participate in the project costs if the oversizing is required to provide service to the City's existing customers or future service areas.
2. If a Developer is not able or willing to oversize utilities per the City's established policy, the development will be deemed premature per the City's Subdivision Ordinance due to lack of adequate utilities.

**Developer Reimbursement:**

When the City requires a developer to oversize utilities, the city will pay the difference in costs associated with the oversizing as determined herein.

1. The Development Agreement shall include an estimate of the oversized project costs, prepared by a Professional Engineer and agreed to by the City Engineer.
2. The estimate shall be in the form of the bid tabulation to be used for competitive bidding purposes. The City Engineer's Estimate shall be used if there is any discrepancy between

the submitted amount and the City Engineer's estimate. The cost estimate shall be attached to the agreement and shall be the maximum amount the City will participate in the project cost.

The final city cost participation shall be based on the lowest of the following costs as approved by the City Engineer:

1. The actual installation costs incurred,
2. The bid received for the oversizing costs,
3. The amount stated in the development agreement,

The developer's engineer shall submit to the City a summary of the final eligible project costs and a bid tabulation for all responding bidders to be reviewed and approved by the City Engineer. Unbalanced bids, as determined by the City Engineer, will not be used to determine oversizing costs. The City Engineer's oversizing cost estimate shall be used if the project was not publicly, competitively bid following State bidding requirements for Cities.

**RESOLUTION 2021-XXX**

**APPROVING DONATION BOX AT LIQUOR STORE**

**WHEREAS**, on June 2<sup>nd</sup>, 2009 City Council approved a donation box policy; and,

**WHEREAS**, Isanti Liquor is requesting use of a donation box at the liquor store in support of the “MMBA Food Supply Drive”; and,

**WHEREAS**, proceeds from the “MMBA Food Drive” will benefit Family Pathways Food Shelf;

**NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota** hereby approves placement of a donation box for the “MMBA Food Supply Drive” at the Isanti Liquor Store from October 1<sup>st</sup>, 2021 through October 31<sup>st</sup>, 2021.

Adopted by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk



### **14th Annual MMBA Food Drive Promotes Community Value**

In an effort to help members Promote the Community Value of their Municipal Liquor Operation, MMBA, in a new partnership with Miller Lite is coordinating the *Fourteenth Annual Municipal Liquor Food Drive* **benefiting your local food shelf.**

As in previous years, there will be two competition brackets, based on 2019 annual sales:

\$1,000,000 and Above & Below \$1,000,000

The individual facility (not city) in each category with the highest weight donated will earn a \$1,000 donation to their local food shelf from Miller Lite and MMBA.

In addition:

Through a random drawing, ten \$100 donations will be made to food shelves of participating facilities, other than the category winners. So, everyone has a chance to win!

Here are additional details:

- The food drive will run from October 1 – October 31, 2020.
- Each participating MMBA member will collect dry food, can goods & cash for donation to your local food shelf of choice. **Anything your food shelf will accept is eligible to be counted, including, but not limited to, field produce and canned / bottled water.**

### **NOTE:**

**Each \$1 in cash donations will be counted as 3 pounds of food.**

- At the end of the event (November 1), please take the collected food and cash to the food shelf to be weighed. (Contact the MMBA office if you need assistance locating your local food shelf.)

A week or so after the conclusion of the event, send the MMBA office the information at: [kaspszak@outlook.com](mailto:kaspszak@outlook.com).

- Coordinate signs with your Miller Lite Distributor.
- Here are some successful ideas to promote the event:
  - ✓ Facility product discount for those donating food
  - ✓ Stapling a flyer to carry-out bags
  - ✓ Displaying the food in the front of the store to catch customer eyes
  - ✓ Reference or total focus in advertising mediums
  - ✓ Miller wholesaler could build a platform of Miller Lite cases for the food to display on, or a wall of cases around an area where donations will be placed.
  - ✓ Local newspaper story
  - ✓ Collect contributions by participating in other community events

Questions:

MMBA: [kaspszak@outlook.com](mailto:kaspszak@outlook.com)

Jon Chance: [jonathan.chance@molsoncoors.com](mailto:jonathan.chance@molsoncoors.com)

**Thanks for your participation!!!!**

**RESOLUTION 2021-XXX**

**OBJECTING TO ANY FUTURE MASK MANDATE**

**WHEREAS**, on July 20, 2020, in response to the COVID-19 pandemic, Governor Tim Walz signed Emergency Executive Order 20-81, mandating the use of face coverings or masks at all indoor businesses and indoor public settings; and,

**WHEREAS**, While the latest executive order requiring masks expired on May 14, 2021, it is possible that the governor or any other governmental authority will attempt to impose another mask mandate in the future; and,

**WHEREAS**, The City Council supports individual freedoms and does not agree with government mandates forcing an individual to wear a face covering or mask.

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

The Isanti City Council does not support mask mandates or any other mandate that will infringe on the rights of the residents of Isanti, especially as such mandates are related to COVID-19.

This Resolution is hereby approved by the Isanti City Council this 5<sup>th</sup> day of October 2021.

Attest:

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Mayor Jeff Johnson

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Jaden Strand  
City Clerk



**CITY OF ISANTI  
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES  
September 28, 2021**

**Call to Order:** Aaron Zdon called the meeting to order at 6:00 p.m.

**Roll Call:** Members Present: Aaron Zdon, Zachary Gahm, Dan HinnenKamp, Tressa Hunting, and Mayor Jeff Johnson

Staff Present: Matt Sylvester, Public Services Director

**Agenda/Modifications:** None

**3. Meeting Minutes:** Motion by Johnson; second by Gahm to approve meeting Minutes from August 24, 2021. Motion passed 5-0.

**4. Department Updates:** Sylvester shared updates on September events. Curious Creatures was cancelled in September and will likely be cancelled in October due to low attendance. Events are likely conflicting with the preschool schedules.

Final Street Dance was well-attended and included a tribute for the 20<sup>th</sup> anniversary of 9/11. There were some unfavorable events that took place during, from garbage to youth fights and graffiti that will be addressed in the future. The Mayor noted that many people stayed until the very end of the event. A conversation about moving the event to the park will need to be had in the future to determine if it will deter some of the poor behavior and if it's the right move for the event. Sylvester shared some insight into some of the vandalism occurring throughout the City, including at the BMX bathrooms at Bluebird Park. Hunting shared a desire to create a more inclusive environment at these events and include some songs that may recognize our Native American and non-American residents. An item to discuss inclusivity and equity at future events will be added to the October Board agenda.

The Farmers Market continued to be slow in September with a number of vendors pulling out or not showing. Ms. Olson is looking into options and new guidelines for vendors if the event location moves to the new liquor store site. Gahm mentioned moving the date to a Sunday instead of a Friday and/or changing the timing. Sylvester mentioned competing markets and noted that vendors at our market also attend nearby markets on other days. HinnenKamp noted Coborn's may have objections to moving the market next to their store. The holiday lights event will be moving to Council for a vote on an option to move forward. The location will be at Bluebird Park at the bandshell. The Mayor suggested the conversation may be geared around whether or not to ticket the event and how much cost the City is willing to take on.

Bandshell construction is ongoing and should be completed in October. Isanti Lions Club are looking to submit a name for the feature along with a monetary contribution. Zdon asked if October 23 is a reasonable date for a grand opening celebration to which Sylvester noted we are hopeful the unit will be completed by then.

December Movie Night was moved due to a scheduling conflict and will now be combined with the Santa event. Gahm mentioned making sure that the schools get flyers with dates for the Movie Nights.

HinnenKamp suggested next year it may be a good kickoff event for the holiday lights event.

Sylvester addressed the closing of the BMX restrooms due to vandalism. Ms. Olson is looking into security options to deter future vandalism. Zdon asked if the bathrooms were available still from the inside for the BMX use and Sylvester confirmed they are still open on that end. Although one of the vandals was caught, there have been 4-6 different incidents this year. Incidents are also occurring throughout Bluebird Park so any potential cameras or security measures would need to capture the broad area.

Sylvester also discussed Family Day at Legacy Park. Roughly 40 people attended throughout the day – and increase from previous years - and families were able to make s'mores, crafts and take photos. The event unexpectedly conflicted with the Vikings home opener, which will be taken into consideration for next year.

The grand opening celebration will tentatively take place on October 23 with food trucks, local school performers and entertainment. The Board noted that the date is over MEA weekend, which may impact schedules, but pushing back to Halloween weekend or into November are also not preferable.

HinnenKamp shared additional research on the Eagle Park railroad viewing options. HinnenKamp is interested in reaching out to BNSF and seeing if they would offer any community support for a project like this, as well as the Isanti Historical Society and Isanti County. Zdon suggested HinnenKamp continue to

gather some research and submit to Ms. Olson a week prior to the October meeting to add to the next agenda. Zdon suggested adding a mural on the side of the buildings bordering the tracks.

**Adjournment:** Motion by HinnenKamp, second by Johnson to adjourn the September 28, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 5-0, meeting adjourned at 6:46 p.m.

Respectfully Submitted  
Alyssa Olson  
Parks, Recreation & Events Coordinator

DRAFT