

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, DECEMBER 20, 2022 – 7:00 P.M.
CITY HALL**



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

F. Proclamations/Commendations/Certificate Award

- 1. Years of Service Awards
 - 5 Years: Donald Hansen, Michael Betker, Katie Grotte, Tabitha Peltier, Keith Lusk
 - 30 Years: Penelope “Penny” Anderson
- 2. Remembering Fallen Officer Marshal Frank Dahlin

G. Approve City Council Minutes

- 1. December 6, 2022- Regular Meeting of the City Council
- 2. December 6, 2022- Canvass Board Meeting

H. Announcements

- 1. **CITY OFFICES CLOSED**
 - Friday, December 23, 2022 and
Monday, December 26, 2022
(In Observance of Christmas)*
- 2. City Council Meeting
 - Monday, January 9, 2023 at 7:00 p.m.*
- 3. Economic Development Authority Meeting
 - Monday, January 9, 2023
(Immediately following the City Council
Meeting)*

I. Council Committee Reports

J. Public Hearings

- 1. Resolution 2022-XXX Approving the Sale of EDA and City Owned Land to Midcontinent Communications

K. Business Items

City Administrator Josi Wood

- 1. ORD-XXX An Ordinance Amending Chapter 256; Residential Property Maintenance Standards

City Engineer Jason Cook

- 2. Resolution 2022-XXX Authorizing Engineering Services for the 2023 Pavement Management Project
- 3. Resolution 2022-XXX Authorizing Engineering Services for the Water Tower Coating Improvements

4. Resolution 2022-XXX Authorizing Engineering Services for the Wellhead Protection Plan- Part 2

L. Approve Consent Agenda

1. Payroll in the Amount of \$163,779.14 and Accounts Payable in the Amount of \$501,535.32
2. Resolution 2022-XXX Approving Entering into an Agreement with the Commissioner of Transportation
3. Resolution 2022-XXX Authorizing the Replacement of Lift Station Pumps
4. Personnel Policy Update
5. Resolution 2022-XXX Approving Accounts Receivable Write-Offs
6. Resolution 2022-XXX Authorizing the Closing of Debt Service Fund 930
7. Resolution 2022-XXX Accepting Donation Proceeds From MMBA Food Drive to Family Pathways Food Shelf
8. Resolution 2022-XXX Accepting Donation from Cambridge Culvers
9. Resolution 2022-XXX Acceptance of Minnesota First Responder AED Project
10. Resolution 2022-XXX Acceptance of 2021 State Homeland Security Program Grant
11. Approving Request for Proposals for IT Services

M. Other Communications

1. November Police Department Report
2. November Code Enforcement Report
3. November Building Inspector Report
4. December Engineering Project Status Report

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, DECEMBER 6, 2022 – 7:00 P.M.
CITY HALL**



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

The Pledge of Allegiance was recited.

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

Members Absent: Councilmember Steve Lundeen

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Finance Director Mike Betker, Assistant Finance Director Pam Dahlheimer, Community Development Director Stephanie Hillesheim and Chief of Police Travis Muyres

D. Public Comment

Al Garber, 1223 Blossom Blvd, acknowledged Mayor Jeff Johnson for his service to Isanti.

E. Adopt Agenda

ADDITIONS:

Add F.1. Illuminate Isanti Family Pack Ticket Winnner

Add K.5. Archery Range Discussion

Renumber K.6. through K.9.

F. Proclamations/Commendations/Certificate Award

1. Illuminate Isanti Family Pack Ticket Winner

Mayor Jeff Johnson shared Amanda Ludwigs was the winner for free tickets to the event.

G. Approve City Council Minutes

1. November 15, 2022- Regular Meeting of the City Council
2. November 15, 2022- Committee of the Whole Meeting
3. November 15, 2022- Canvass Board Meeting

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

H. Announcements

1. Committee of the Whole
2. City Council Meeting
3. Planning Commission Meeting

Tuesday, December 20, 2022 at 5:00 p.m.
Tuesday, December 20, 2022 at 7:00 p.m.
Tuesday, December 20, 2022
(Immediately following the City Council Meeting)

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

1. Resolution 2022-209 Interview Applicant Alexander Collins for Vacant Planning Commission Seat

Applicant Alexander Collins was interviewed by Mayor Johnson for the vacant Planning Commission Seat. Johnson asked questions specific to Planning Commission.

A motion was made to approve Alexander Collins to fill the vacant seat by Gordon, the motion was seconded by Collison. Motion carried 4-0.

City Administrator Josi Wood

2. City Council, Boards and Commission Meeting Dates for 2023

City Administrator Josi Wood shared it was discussed at Committee of the Whole that Planning Commission meetings will begin at 6:00 p.m. beginning in the new year to ensure public hearings have a specific time. Wood continued to share that three meetings will be on Wednesdays in 2023. These dates are July 5th, August 2nd November 8th.

Motion by Bergley, seconded by Collison to approve meeting dates as presented. Motion carried 4-0.

3. ORD-779 An Ordinance Amending City Code Chapter 262; Sewer and Water Service Charges

City Administrator Josi Wood shared the current residential equivalent connection (REC) table was last updated in 2015. Staff did a comprehensive review of the REC table and Chapter 262, to determine if updates should be made. It was recommended by Staff and discussed at Committee of the Whole on November 15th to have some changes. Recommended changes have been made to the attached pending ordinance and was posted for the required 10 days.

Motion by Bergley, seconded by Collison to approve ordinance as presented. Motion carried 4-0.

4. ORD-780 An Ordinance Amending City Code Chapter 160; Fees

City Administrator Josi Wood shared that the fee schedule is reviewed annually to see if any changes are warranted. The changes include removing the farmer’s market fees, update valve plate cover fee to \$115.00, add \$5.00 for copies on a USB and Cannabinoid License for \$250.00. The pending ordinance was posted for the required 10 days.

Motion by Collison, seconded by Bergley to approve ordinance as presented. Motion carried 4-0.

5. Archery Range Discussion

Councilmember Gordon asked for discussion in regards to the archery range being open year-round.

Community Development Director Stephanie Hillesheim shared that Council originally decided to have the Archery Range open seasonally to save on wear and tear of the targets. However, if Council desires to have it open year-round it can be done but expectation is to replace and repair targets more frequently. Hillesheim shared that currently the city is not plowing paths through the Archery Range and if Council desires to have the Range open year-round, what the plowing expectation is and if Council desired to have a picnic table stay at the Archery Range.

Consensus from Council is for the picnic table to stay at the Archery Range year-round.

City Administrator Josi Wood shared that the Archery Range could be plowed as part of the second day rotation which is when sidewalks and trails are plowed.

Councilmember Collison asked about changing a range for Crossbow use.

Chief of Police Travis Muyres responded there is no issue with having a crossbow target but an ordinance amendment would need to be done to allow for such activity.

A motion was made by Gordon to leave targets up year-round, plow archery range as part of the second day rotation and amend Ordinance to reflect the Archery Range open year-round, the motion was seconded by Bergley. Motion carried 4-0.

Finance Director Mike Betker

Truth-In-Taxation (Presentation, Public Comment)

- 6. Resolution 2022-210** Adopting the 2023 Final Budget
- 7. Resolution 2022-211** Adopting Final 2022 Tax Levy Collectible in 2023
- 8. Resolution 2022-212** Adopting Final 2023 Enterprise Fund Budgets
- 9. Resolution 2022-213** Approving a Cost-of-Living Adjustment (COLA) for Non-Union Employees

Finance Director Mike Betker shared a PowerPoint presentation in regards to the 2023 budget. Highlights from the presentation include the proposed levy amount of \$4,042,954.00 and reflects a taxable market value for 2023 of 27.83%. A proposed property tax rate of \$57.66%, a decrease of 2.30% from 2022 and a decrease of 27.57% from the 2018 tax rate of 79.60%.

Mayor Johnson opened the meeting for public comment at 7:50 p.m.

Rick Larson, 311 8th Ave SW, shared concerns of market value increase of 25%.

Jeff Duncan, 407 12th Ave NW, shared levy concerns and increasing City property taxes.

Luke Merrill, 223 Broadway St, shared concerns of too many amenities, tax rate going down and taxes going up as well as the cost of the Splash Pad and Water Tower Project.

Jason Burke, 208 Richard Ave, shared concerns of too many amenities.

Megan Olson, 501 6th Ave, commented that the cost to live in Isanti is getting tougher.

Leroy Johnson, 510 Main Street W, commented that he is not against amenities but ongoing and long-term costs should be considered when selecting new amenities.

Jeff Holmgren, 508 Park Brook Rd NW, shared concerns of the need to get word out to the community in regards to projects.

Al Garber, 1223 Blossom Blvd, commented that amenities are not bad but it needs to be the right time for them.

Nick Izzo, 1107 Maplewood Ave SW, commented that whatever decision is determined, it needs to be understood that it has been communicated that a Splash Pad is coming. If the decision is reversed it needs to be communicated correctly to the community.

Elaine Fischer, 508 Main Street W, shared concerns about future amenities.

City Council discussed options to lower the levy.

A motion was made by Bergley to approve K.6. through K.9. with notable changes of reducing the levy in Fund 920 and General Fund 101 by \$70,000.00 each, transfer \$70,000.00 from Fund 609 to the General Fund 101 and reduction of \$218,000.00 in Fund 920 Levy, the motion was seconded by Gordon. Motion carried 4-0.

L. Approve Consent Agenda

1. Payroll in the Amount of \$129,128.72 and Accounts Payable in the Amount of \$614,561.65
2. **Resolution 2022-214** Designating Polling Places in the City of Isanti
3. **Resolution 2022-215** Approving the Hire of Liquor Store Clerk II Jacob Dahlin
4. **Resolution 2022-216** Approving the Hire of Liquor Store Clerk II Kelly Poshek
5. **Resolution 2022-217** Accepting Donation from Bolton and Menk
6. **Resolution 2022-218** East Central Regional Arts Council Grant Acceptance

A motion was made by Collison, seconded by Bergley to approve the consent agenda. Motion carried 4-0.

M. Other Communications

None

Adjournment

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

Meeting adjourned at 9:59 p.m.

Respectfully Submitted,



Jaden Strand
City Clerk

**MINUTES
CITY OF ISANTI
CANVASS BOARD OF THE CITY COUNCIL**



**TUESDAY, DECEMBER 6, 2022 – 6:30 p.m.
CITY HALL**

Mayor Johnson called the meeting to order at 6:31 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon, Paul Bergley and Dan Collison

Members Absent: Councilor Steve Lundeen

D. Public Comment

None

E. Adopt Agenda

Motion by Bergley to approve agenda as presented. Motion carried 4-0.

F. Business Items

1. Resolution 2022-208 Canvassing Returns of the Recount for the Mayoral Election

Motion by Bergley, seconded by Collison to approve resolution as presented. Motion carried 4-0.

Adjournment

A motion was made by Bergley, seconded by Lundeen to adjourn. Motion carried unanimously.

Meeting adjourned at 6:33 p.m.

Respectfully Submitted,

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

Jaden Strand
City Clerk

A Community For Generations.



MEMO

To: Honorable Mayor and City Council
From: Stephanie Hillesheim, Community Development Director
Date: December 13, 2022
Subject: Request from Midcontinent Communications

The EDA recently decided to plat 4 industrial lots and create the plat for Isanti Railview North Industrial Park. Midcontinent Communications is interested in purchasing Lot 1 Block 1 Isanti Railview North Industrial Park and extend City services to their site.

Working with the City Engineer we have arrived at an estimated cost breakdown of the costs to extend City Sewer and Water services to the sites:

Purchase Price of \$118,000 for the lot paid by Midco.
The total build out of infrastructure for all 4 sites- \$598,650
Total paid infrastructure costs paid by Midco: \$262,450
Total from markup on 3 parcels: (\$112,066 each) \$336,200

All costs for the project would be bore by the sites.

The Economic Development Authority recommends approval of this item.

Action:

A Public Hearing shall be called and Council should take action on this item.

Attachments:

- *Resolution 2022-XXX Approving the Sale of EDA and City Owned Industrial Land to Midcontinent Communications*
- *Purchase Agreement*
- *Development Agreement*

RESOLUTION 2022-XXX

**AUTHORIZING THE SALE OF EDA-OWNED INDUSTRIAL LAND FOR PID
16.XXX.XXXX**

WHEREAS, the City owns certain real property legally described as Lot 1 Block 1 Isanti Railview North Industrial Park in the City of Isanti, County of Isanti, state of Minnesota; and,

WHEREAS, Midcontinent Communications, a general partnership under the laws of South Dakota, proposes to build an 10,000 square foot facility within the first two years of the purchase date, allowing them to expand their business located in Isanti County; and,

WHEREAS, the sale of the land is in the best interest of the city to expand tax and employment growth and furthers its general plan of economic development; and,

WHEREAS, the purchase agreement and development agreement have been reviewed by City Staff for the sale of the land from the City to Midcontinent Communications for \$118,000; and,

WHEREAS, said purchase is subject to site plan approval and must adhere to the zoning ordinance as applicable and outlined in City Code.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City of Isanti, approves the sale of said property to Midcontinent Communications and authorizes staff to execute any documents necessary for the sale and execution of the development agreement.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

PURCHASE AGREEMENT

This Agreement is entered into by and between the **Economic Development Authority of the City of Isanti**, a Minnesota municipal corporation (“Seller”), and **Midcontinent Communications** a general partnership under the laws of South Dakota (“Buyer”).

- 1. EFFECTIVE DATE.** The effective date of this Agreement is November 8, 2022 (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 1 Block 1 of Isanti Railview North Industrial Park, City of Isanti, County of Isanti,
State of Minnesota

Isanti County PID Number: 16.xxx.xxxx

- 3. PURCHASE PRICE.** The purchase price for the Property is \$118,000 (the “Purchase Price”).
- 4. EARNEST MONEY.** \$5,000.
- 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.**
 - 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.
 - 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 13, 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 13, 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, than 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 Economic Development Authority
 110 1st Ave. N.W.
 Isanti, MN 55040
 Email: jwood@cityofisanti.us

Buyer: Midcontinent Communications
 3901 N Louise Ave
Sioux Falls, SD 57107

Email: tony.zwart@midco.com
And: notices@midco.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 2022, 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 (Industrial) 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 Economic Development Authority of the City of Isanti

By: _____
Jeff Johnson, President

Dated: _____, 2022

By: _____
Stephanie Hillesheim, Secretary

Dated: _____, 2022

BUYER: Midcontinent Communications

By: Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

By: _____
Dan Geiger

Dated: _____, 2022

Its: VP of Risk Management and Facilities

CITY OF ISANTI
DEVELOPMENT AGREEMENT FOR MIDCO

This Agreement (hereinafter the “Agreement”) is entered into this ___st day of September, 2022 by and between the **City of Isanti**, a Minnesota municipal corporation (the “**City**”) and Midcontinent Communications, a general partnership under the laws of South Dakota (the “**Developer**”).

1. Subject Property. Developer is, or will be, the owner of the Subject Property legally described as Lot 1, Block 1, Isanti Railview North Industrial Park, County of Isanti, State of Minnesota, PID Number 16.xxx.xxxx
2. Conditions of Approval. The City 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 enters into this Agreement.
 - b. Marketable Title. That the Developer obtain, and retain, title to the Subject Property through completion of development.
 - 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. Municipal Improvements. Upon execution of this agreement and payment of required escrows, the City will install sanitary sewer and water main improvements (Municipal Improvements) The developer shall pay \$262,450 towards the cost of the Municipal Improvements. Said payment shall be submitted to the City in certified funds or wire transfer within ___ days of full execution of this Agreement. Said funds may be comingled with other City funds, but shall be accounted for separately by the City and used to defray the costs of the Municipal Improvements.

5. Required Private Improvements. The private improvements the Developer will construct or install are as follows:
 - a. Sanitary sewer from the main stub onto the Subject Property as needed
 - b. Water from the main line onto the Subject Property as needed
 - a. Storm drainage facilities
 - b. Parking lot
 - c. Concrete curb and gutter
 - d. Lot grading
 - e. Landscaping

6. Payment of Development Fees. Developer shall, within ___ days following the 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 \$2,000 or less, the Developer shall post additional sums of money to replenish the account to always have a balance of no less than \$2,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.

7. 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 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;
 - b. 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
 - c. 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 8 (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.

8. Miscellaneous Provisions.

- 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. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Isanti County, Minnesota contemporaneously within 14 days of its execution. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.
- d. Release. Upon completion and approval of all work required herein and satisfaction of all of the Developer's obligations under this Agreement, the City agrees to execute a recordable instrument releasing the Property from the terms of this Agreement.
- e. 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.
- f. 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.

- g. 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.
- h. 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.
- i. Cost. It is understood and agreed that the cost of the Required Private Improvements are the sole responsibility of the Developer, including interest, engineering and legal fees related thereto.
- 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:
Midco

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

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

A Community For Generations.



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: December 20, 2022
Subject: Amending Ordinance 758, codified in Chapter 256 of the City Code to change expiration date of rental licenses

Background:

City staff are requesting that the expiration dates for rental licenses be changed from December 31st to June 1st. Currently with the December 31st due date, landlords or owners of the rental properties would have to turn in rental license renewal applications by the end of the year and receive an inspection of the property immediately following. This time of the year is difficult for the rental process for several reasons. With the holidays, many landlords or their tenants are away from home at this time and is difficult to reach out or schedule inspections to coordinate times that would work between all people involved. Staff has also noticed that there have been situations where bad weather has impacted the ability to meet with landlords if they are driving from longer distances than the immediate area. Snow gets brought into rental properties, inspections get canceled, and needing to reschedule puts the process on repeat which can frustrate landlords and tenants. Amending the expiration date for rental licenses will eliminate most of these variables that are out of the control of city staff.

Analysis:

The amended language to City Code Chapter 256 includes the following:

- A. Required; period; renewal; enforcing against owner-occupant. To allow for the systematic enforcement of this chapter upon all dwellings, including rental dwellings, no person shall, after the enactment of this chapter, operate a rental dwelling without first having obtained a license to do so from the City, as provided in Chapter **253**, Rental Dwellings, of the Isanti City Code of Ordinances. Each such operating license shall be issued every two years and shall expire on June 1 of every other year. License renewals shall be filed at least 60 days prior to the license expiration date. If impairment should occur in an owner-occupied dwelling that threatens the health, safety, and welfare of the occupants or surrounding neighbors and property owners/renters, the City is empowered to enforce this chapter.

Request: Consider adopting the attached Ordinance Amendment

Attachments

- ORD-XXX An Ordinance Amending Chapter 256; Residential and Nonresidential Property Maintenance Standards

ORDINANCE NO. XXX

AN ORDINANCE AMENDING ORDINANCE NO. 758 ADOPTED ON JULY 7, 2021 AND ORDINANCE NO. 435 ADOPTED ON MAY 6, 2008 AND ORDINANCE NO. 438, ADOPTED ON JULY 1, 2008 AND ORDINANCE 452 ADOPTED ON FEBRUARY 17, 2009 AND ORDINANCE NO 509 ADOPTED ON MAY 3, 2011 AND ORDINANCE NO 520 ADOPTED ON OCTOBER 4, 2011 TITLED RESIDENTIAL PROPERTY MAINTENANCE STANDARDS

THE CITY COUNCIL OF ISANTI DOES ORDAIN:

Section 1 – Amendment. Ordinance 758, codified in Chapter 256 of the City Code, is hereby amended and replaced with the ordinance set forth below.

Section 2 – Ordinance. The following Section of Chapter 256 is hereby amended:

§ 256-7 Licensing of rental units.

- A. Required; period; renewal; enforcing against owner-occupant. To allow for the systematic enforcement of this chapter upon all dwellings, including rental dwellings, no person shall, after the enactment of this chapter, operate a rental dwelling without first having obtained a license to do so from the City, as provided in Chapter **253**, Rental Dwellings, of the Isanti City Code of Ordinances. Each such operating license shall be issued every two years and shall expire on June 1 of every other year. License renewals shall be filed at least 60 days prior to the license expiration date. If impairment should occur in an owner-occupied dwelling that threatens the health, safety, and welfare of the occupants or surrounding neighbors and property owners/renters, the City is empowered to enforce this chapter.

Section 3 - Effective Date

This ordinance shall take effect upon its passage and publication in the official City newspaper.

Adopted by the City Council this 20th day of December 2022.

Mayor Jeff Johnson

Jaden Strand
City Clerk

Posted on: 12/9/2022
Adopted on: 12/20/2022
Published on:
Effective Date:



Real People. Real Solutions.

K.2.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

MEMORANDUM

Date: December 20, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Engineering Proposal for the 2023 Pavement Management Project.
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present these proposals for professional engineering services for the 2023 Pavement Management Project.

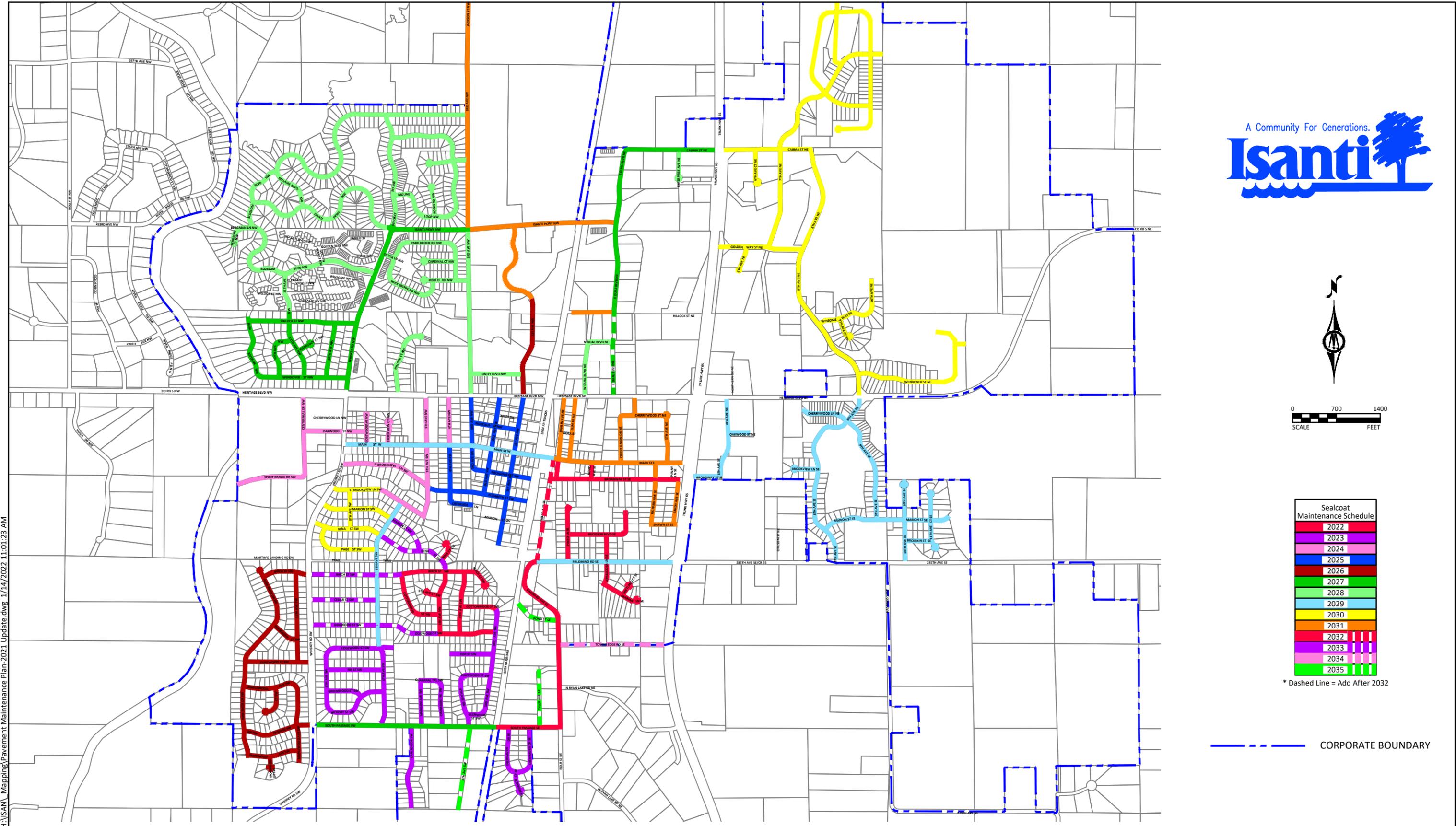
This project is the continuation of the City's pavement management program as identified in the 2022 Capital Improvement Plan and as shown in purple on the attached figure. The areas scheduled for pavement management in 2023 are generally described as the Isanti Meadows, Isanti Trail, Whisper Ridge 2nd Add, Deerhaven, and South Park developments.

Our scope of work will include the following:

- Evaluate need for seal-coat vs mill & overlay on each street in the project area.
- Identify failed concrete curb & gutter.
- Identify non-ADA compliant ped-ramps, crosswalks, and failed sidewalk panels.
- Prepare construction plans and specifications
- Establish a cost estimate for the proposed improvements & perform bidding services
- Perform construction inspection and construction administration.

We propose to complete the described scope of work for an hourly, not to exceed, fee of \$43,627.

Thank you for the opportunity to present these proposals. Please contact me at (763) 200-2444 if you have any questions or need additional information.



RESOLUTION 2022-XXX

**AUTHORIZING ENGINEERING SERVICES FOR THE
2023 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, it is proposed to perform pavement maintenance on those streets and trails identified in the 2019-2028 Capital Improvement Plan; and,

WHEREAS, these pavement segments are in moderate to poor condition and in need of surface maintenance to extend the life of the pavement; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete this project for an hourly, not to exceed, fee of \$43,627; and,

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

1. Bolton & Menk, Inc., as the City Engineer, is hereby designated as the engineer for this improvement and shall complete all engineering services as outlined in the fee proposal memo for an hourly, not to exceed, fee of \$43,627.

This resolution was duly adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

K.3.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

MEMORANDUM

Date: December 20, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Engineering Proposal for Water Tower Coating Design & Construction Services
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the coatings rehabilitation of the City water tower. Our team includes coatings inspectors who are certified through NACE International, the worldwide corrosion authority that provides the most recognized inspector training program in the tank rehabilitation industry. Providing NACE-certificated inspectors ensures the city receives the maximum life expectancy from its new coatings system. Seventy-five percent of coatings failures are the result of poor surface preparation and application. We have invested in specialized training of our coatings inspectors. They are trained in all areas of protective coatings, including: Environmental Monitoring, Surface Preparation, Proper Mixing, Coatings Application, and Curing.

Below is a listing of the two major improvement options identified in the recent evaluation of the tower:

Option #1:

Interior Wet: Complete coating removal (abrasive blast) and replacement
Exterior: Pressure wash, spot repair (<10%), and overcoat exterior (two coats)
Interior Dry: Partial coating replacement & Spot repair (<5% total area)

Option #2:

Interior Wet: Complete coating removal (abrasive blast) and replacement
Exterior: Complete sandblast and paint exterior with full curtain containment
Interior Dry: Partial coating replacement & Spot repair (<5% total area)

As discussed at the previous council meeting, our work plan will consist of the following:

- Design Services (design both options)
- Bidding Services (bid both options as alternates and bring results to Council for review)
- Construction Services (Observation & Administration)

Based on initial conversations, construction would be targeted to begin in September to avoid the higher water use periods associated with summer months.

We propose to complete the described scope of work for design through bidding for an hourly, not to exceed, fee of \$29,600.

We propose to complete the described scope of work for the construction services for an hourly, not to exceed, fee of \$48,700. If Option 1 is selected, our inspection fees would likely come in under the not to exceed fee amount by approximately \$5-\$6,000.

Thank you for the opportunity to present this proposal. Please contact me at (763) 200-2444 if you have any questions or need additional information.

RESOLUTION 2022-XXX

**AUTHORIZING ENGINEERING SERVICES FOR THE
WATER TOWER COATING IMPROVEMENTS**

WHEREAS, it is proposed to complete coating improvements on the city water tower; and,

WHEREAS, a report was completed in 2017 on the condition of the tower coatings and a re-assessment was completed in 2022 to determine improvement needs; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete the design through bidding of this project for an hourly, not to exceed, fee of \$29,600; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete the construction services of this project for an hourly, not to exceed, fee of \$48,700.

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

1. Bolton & Menk, Inc., as the City Engineer, is hereby designated as the engineer for this improvement and shall complete Design through Bidding engineering services as outlined in the fee proposal memo for an hourly, not to exceed, fee of \$29,600
2. Bolton & Menk, Inc., as the City Engineer, is hereby designated as the engineer for this improvement and shall complete Construction engineering services as outlined in the fee proposal memo for an hourly, not to exceed, fee of \$48,700.

This resolution was duly adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

K.4.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

MEMORANDUM

Date: December 20, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Engineering Proposal for the Well Head Protection Plan (WHPP) Part 2
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services to assist the City in completing Part 2 of the Well Head Protection Plan (WHPP) update. Completing the WHPP is required every 10 years per the Minnesota Wellhead Protection Rule (Minnesota Rules parts 4720.5100 to 4720.5590). Part 1 of the WHPP update has recently been completed by the Minnesota Department of Health (MDH) and City Staff. That Part 1 update determined what elements of the Part 2 existing plan need to be updated.

Below is a listing of the major task items required for Part 2 of the WHPP update:

- Task 1 – Potential Contaminant Source of Inventory Within DWSMA
- Task 2 – Compilation of Required Elements and Assessment
 - Task 2a – Compilation of Data Elements about the Physical Environment
 - Task 2b – Compilation of Data Elements about Land Use
 - Task 2c – Compilation of Data Elements about Water Quantity
 - Task 2d – Compilation of Data Elements about Water Quality
- Task 3 - Evaluate the Impact of Changes on Public Water Supply Wells
- Task 4 – Evaluate Issues, Problems and Opportunities
- Task 5 – Recommend Wellhead Protection Goals
- Task 6 – Recommend Objectives and Prioritize Plan of Action
 - Task 6a – Management Plan of Action for Potential Contaminant Sources
- Task 7 - Recommend Evaluation Program to Evaluate Effectiveness of WHP Measures
- Task 8 – Recommend Alternative Water Supply Contingency Plan
- Task 9 – Draft Report Preparation
- Task 10 – Conduct Local Review and Public Hearings
- Task 11 – Prepare Final Report and Submit to MDH

Based on the MDH's letter from August 25, 2022, Part 2 of the WHPP must be approved by May 31, 2024. The approval process typically takes 9 to 12 months after submittal of the draft plan and therefore the MDH has requested that work begin immediately on Part 2. Due to the scope and complexity of these reports, we anticipate a 6-to-9-month schedule to complete the draft report and 18 months to obtain final approval from MDH.

We propose to complete the described scope of work for an hourly, not to exceed, fee of \$32,500.

Thank you for the opportunity to present this proposal. Please contact me at (763) 200-2444 if you have any questions or need additional information.

RESOLUTION 2022-XXX

**AUTHORIZING ENGINEERING SERVICES FOR THE
WELLHEAD PROTECTION PLAN - PART 2**

WHEREAS, wellhead protection plan (WHPP) is required to be updated every 10 years per the Minnesota Wellhead Protection Rule (Minnesota Rules parts 4720.5100 to 4720.5590).; and,

WHEREAS, this update is required to be completed by May 31, 2024 and is anticipated to take over 12 months from beginning the process to receive final approval; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete this wellhead protection plan part 2 update for an hourly, not to exceed, fee of \$32,500;

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

1. Bolton & Menk, Inc., as the City Engineer, is hereby designated as the engineer for this plan update and shall complete all engineering services as outlined in the fee proposal memo for an hourly, not to exceed, fee of \$32,500

This resolution was duly adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

L.1.

City of Isanti

Gross Payroll	141,320.87
Social Security & Medicare	6,861.13
Public Employees Retirement	15,597.14
Total City Expense	<u>163,779.14</u>

Pay Date 12/6/2022

Pay Period 25 (11/20-12/3/22)

Report Criteria:

Report type: Summary
Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/02/2022	59772	3200	OLSON, ALYSSA	101-20200	3,850.00
Grand Totals:						3,850.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/07/2022	59773	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	870.00
12/22	12/07/2022	59774	2863	AMAZON CAPITAL SERVICES	228-20200	1,637.03
12/22	12/07/2022	59775	1059	ANOKA COLLISION CENTER OF ISANTI	101-20200	3,064.23
12/22	12/07/2022	59776	3293	API GARAGE DOOR INC	226-20200	160.00
12/22	12/07/2022	59777	2030	ARTISAN BEER COMPANY	609-20200	147.60
12/22	12/07/2022	59778	53	BELLBOY CORPORATION	609-20200	4,958.62
12/22	12/07/2022	59779	9	BERNICKS PEPSI-COLA	609-20200	3,181.30
12/22	12/07/2022	59780	3300	BRODA, BRIDGET	228-20200	500.00
12/22	12/07/2022	59781	2487	CAPITOL BEVERAGE SALES	609-20200	648.99
12/22	12/07/2022	59782	1474	CDW GOVERNMENT INC	614-20200	70.26
12/22	12/07/2022	59783	1629	CITY OF ISANTI	101-20200	23,241.04
12/22	12/07/2022	59784	1472	CRAWFORDS EQUIPMENT INC	228-20200	1,260.00
12/22	12/07/2022	59785	8	DAHLHEIMER DISTRIBUTING CO	609-20200	21,438.80
12/22	12/07/2022	59786	3301	DURKOT, PEGGY	228-20200	500.00
12/22	12/07/2022	59787	385	FEDERATED CO-OPS INC	228-20200	307.72
12/22	12/07/2022	59788	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	106.14
12/22	12/07/2022	59789	2028	FURTHER	861-20200	608.33
12/22	12/07/2022	59790	134	GOPHER STATE ONE-CALL INC	601-20200	52.65
12/22	12/07/2022	59791	2537	GROTTE, KATIE	101-20200	249.97
12/22	12/07/2022	59792	739	HACH COMPANY	601-20200	129.49
12/22	12/07/2022	59793	160	HAWKINS INC	601-20200	5,298.50
12/22	12/07/2022	59794	1563	ISANTI ELECTRIC INC	602-20200	4,525.48
12/22	12/07/2022	59795	7	JOHNSON BROTHERS LIQUOR CO	609-20200	26,191.75
12/22	12/07/2022	59796	5	KAWALEK TRUCKING	609-20200	449.00
12/22	12/07/2022	59797	3298	KERSTING, ANGELA	228-20200	500.00
12/22	12/07/2022	59798	3295	KRYZER, DARRELL	505-20200	6,000.00
12/22	12/07/2022	59799	3294	KTI FENCING	228-20200	5,643.00
12/22	12/07/2022	59800	2762	LEGACY SECURITY TECHNOLOGY INC	101-20200	809.13
12/22	12/07/2022	59801	1479	LOFFLER -131511	108-20200	144.18
12/22	12/07/2022	59802	17	MCDONALD DISTRIBUTING CO	609-20200	23,419.10
12/22	12/07/2022	59803	3286	MEGA BEER LLC	609-20200	604.05
12/22	12/07/2022	59804	616	MENARDS - CAMBRIDGE	228-20200	1,904.80
12/22	12/07/2022	59805	2080	MVTL LABORATORIES INC	602-20200	143.59
12/22	12/07/2022	59806	2581	PARKITECT	101-20200	875.00
12/22	12/07/2022	59807	44	PHILLIPS WINE & SPIRITS INC	609-20200	5,738.31
12/22	12/07/2022	59808	3299	PIPENHAGEN, LAURA	226-20200	500.00
12/22	12/07/2022	59809	2341	RED BULL DISTRIBUTION CO INC	609-20200	143.52
12/22	12/07/2022	59810	2396	SOUTHERN GLAZERS OF MN	609-20200	12,950.86
12/22	12/07/2022	59811	1442	ST LOUIS MRO INC	101-20200	25.50
12/22	12/07/2022	59812	1361	STAPLES ADVANTAGE	101-20200	62.74
12/22	12/07/2022	59813	73	STAR	108-20200	28.88
12/22	12/07/2022	59814	2156	SUMMIT FIRE PROTECTION	609-20200	355.00
12/22	12/07/2022	59815	1290	THE AMBLE GROUP	101-20200	61.18
12/22	12/07/2022	59816	2944	UNIFIRST CORPORATION	609-20200	820.06
12/22	12/07/2022	59817	1820	URBANS HARDWARE INC	228-20200	198.77
12/22	12/07/2022	59818	2990	USI INSURANCE SERVICES LLC	609-20200	6,500.00
12/22	12/07/2022	59819	686	VERIZON WIRELESS	101-20200	1,615.04
12/22	12/07/2022	59820	42	VIKING COCA-COLA BOTTLING CO	609-20200	650.15
12/22	12/07/2022	59821	1286	VINOPIA INC	609-20200	3,141.90
12/22	12/07/2022	59822	4	WATSON CO INC	609-20200	1,656.90
12/22	12/07/2022	59823	1922	WEX BANK	101-20200	4,944.19
12/22	12/07/2022	59824	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,950.00
12/22	12/07/2022	59825	780	WINE MERCHANTS	609-20200	1,128.00

Report Criteria:

Report type: Summary
 Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/15/2022	59831	1231	ACE SOLID WASTE INC	101-20200	495.49
12/22	12/15/2022	59832	2863	AMAZON CAPITAL SERVICES	228-20200	848.23
12/22	12/15/2022	59833	3293	API GARAGE DOOR INC	226-20200	1,808.00
12/22	12/15/2022	59834	9	BERNICKS PEPSI-COLA	609-20200	1,500.02
12/22	12/15/2022	59835	368	BILLS QUALITY CLEANING	609-20200	712.00
12/22	12/15/2022	59836	1387	BJORKLUND COMPANIES LLC	228-20200	26.22
12/22	12/15/2022	59837	157	BOYER FORD TRUCKS INC	101-20200	1,888.56
12/22	12/15/2022	59838	2319	BREAKTHRU BEVERAGE OF MN	609-20200	7,273.99
12/22	12/15/2022	59839	602	BURNET TITLE	601-20200	23.81
12/22	12/15/2022	59840	1198	CENTER POINT ENERGY	601-20200	5,386.18
12/22	12/15/2022	59841	1822	CENTURYLINK BUSINESS SERVICES	101-20200	11.02
12/22	12/15/2022	59842	918	CRYSTAL SPRINGS ICE	609-20200	150.20
12/22	12/15/2022	59843	8	DAHLHEIMER DISTRIBUTING CO	609-20200	9,570.00
12/22	12/15/2022	59844	1481	DENNISON TECHNOLOGY GROUP INC	101-20200	129.00
12/22	12/15/2022	59845	912	FASTENAL COMPANY	228-20200	83.72
12/22	12/15/2022	59846	3302	FOWLER, JAMES	601-20200	23,426.00
12/22	12/15/2022	59847	2028	FURTHER	861-20200	108.87
12/22	12/15/2022	59848	2028	FURTHER	101-20200	33.90
12/22	12/15/2022	59849	739	HACH COMPANY	601-20200	177.66
12/22	12/15/2022	59850	300	HASSER GARAGE DOORS INC	101-20200	750.00
12/22	12/15/2022	59851	1563	ISANTI ELECTRIC INC	101-20200	1,783.68
12/22	12/15/2022	59852	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	105.00
12/22	12/15/2022	59853	7	JOHNSON BROTHERS LIQUOR CO	609-20200	17,449.35
12/22	12/15/2022	59854	2868	JOHNSON, JEFFREY B	101-20200	181.17
12/22	12/15/2022	59855	5	KAWALEK TRUCKING	609-20200	389.80
12/22	12/15/2022	59856	3172	LAMAR COMPANIES	609-20200	250.00
12/22	12/15/2022	59857	2866	LEXIPOL	101-20200	6,354.63
12/22	12/15/2022	59858	1479	LOFFLER COMPANIES INC	108-20200	238.45
12/22	12/15/2022	59859	17	MCDONALD DISTRIBUTING CO	609-20200	4,932.47
12/22	12/15/2022	59860	616	MENARDS - CAMBRIDGE	101-20200	16.28
12/22	12/15/2022	59861	2953	MIDCONTINENT COMMUNICATIONS	108-20200	119.01
12/22	12/15/2022	59862	2208	MINNESOTA EQUIPMENT INC	101-20200	168.51
12/22	12/15/2022	59863	176	MN DEPT OF REVENUE	101-20200	40,815.00
12/22	12/15/2022	59864	2842	MN PEIP	861-20200	49,610.28
12/22	12/15/2022	59865	3122	NEW FRANCE WINE COMPANY	609-20200	276.33
12/22	12/15/2022	59866	2992	NEXTERA COMMUNICATIONS	609-20200	324.00
12/22	12/15/2022	59867	617	PAUSTIS WINE COMPANY	609-20200	4,919.00
12/22	12/15/2022	59868	44	PHILLIPS WINE & SPIRITS INC	609-20200	14,106.46
12/22	12/15/2022	59869	2630	RAPP, JORDAN	101-20200	114.98
12/22	12/15/2022	59870	2625	RESULTS TITLE	601-20200	50.84
12/22	12/15/2022	59871	3120	ROOTSTOCK WINE COMPANY	609-20200	802.92
12/22	12/15/2022	59872	1653	SHR SALES	101-20200	39.99
12/22	12/15/2022	59873	73	STAR	601-20200	12.08
12/22	12/15/2022	59874	1290	THE AMBLE GROUP	101-20200	496.84
12/22	12/15/2022	59875	1503	THE AMERICAN BOTTLING COMPANY	609-20200	430.26
12/22	12/15/2022	59876	1762	THE TITLE GROUP	601-20200	96.48
12/22	12/15/2022	59877	97	TOTAL CONTROL SYSTEMS INC	601-20200	1,112.90
12/22	12/15/2022	59878	2098	TRADEMARK TITLE SERVICES	601-20200	70.49
12/22	12/15/2022	59879	42	VIKING COCA-COLA BOTTLING CO	609-20200	396.10
12/22	12/15/2022	59880	361	VINTAGE LOCK	101-20200	1,295.00
12/22	12/15/2022	59881	4	WATSON CO INC	609-20200	1,015.75
12/22	12/15/2022	59882	780	WINE MERCHANTS	609-20200	2,325.07
12/22	12/15/2022	59883	2872	WINEBOW	609-20200	2,387.01

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/15/2022	59884	3256	WOLD ARCHITECTS AND ENGINEERS	920-20200	2,344.31
12/22	12/15/2022	59885	2009	WOOD, JOSEPHINE	228-20200	303.52
12/22	12/15/2022	59886	2626	WW GOETSCH	602-20200	102,612.00
Grand Totals:						<u>312,348.83</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

RESOLUTION 2022-XXX

APPROVING ENTERING INTO AN AGREEMENT WITH THE COMMISSIONER OF TRANSPORTATION

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Isanti to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and,

BE IT FURTHER RESOLVED, Mayor and City Administrator are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052145”, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

This resolution is duly adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

CERTIFICATION

STATE OF MINNESOTA
CITY OF ISANTI

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Isanti at a duly authorized meeting thereof held on the 20th day of December, 2022, as shown by the minutes of said meeting in my possession.

City Clerk

Notary Public

My Commission expires _____

A Community For Generations.



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Matt Sylvester, Public Services Director
Date: December 20, 2022
Subject: Resolution Authorizing the Replacement of Lift Station Pumps

Background:

Quotes were received as part of the 2022 Capital Improvement Plan to replace all the Lift Station Pumps. At the February 15, 2022 City Council Meeting Quality flow was awarded the replacement of the non-submersible self-priming pumps. Staff was recently informed by Quality Flow that they no longer have the time to install these pumps and suggested we reach out to a different Vendor for their replacement. Staff reached out to General Repair and received an updated quote in the amount of \$37,986.00 to include parts and labor.

Recommendation:

Staff is recommending to accept the quote from General Repair in the amount of \$37,986.00 for the Lift Station Pump Replacement.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX Authorizing the Replacement of Lift Station Pumps
- Quote from General Repair for non-submersible self-priming pumps

RESOLUTION 2022-XXX

AUTHORIZING THE REPLACEMENT OF LIFT STATION PUMPS

WHEREAS, the city has three (3) lift stations utilizing self-priming non-submersible pumps; and,

WHEREAS, these lift station pumps are due for replacement as part of the Capital Improvement Plan; and,

WHEREAS, at the February 15, 2022 City Council Meeting Quality Flow was awarded the direct replacement of the non-submersible self-priming pumps; and,

WHEREAS, staff was informed by Quality Flow that they no longer have the time to install those pumps; and,

WHEREAS, staff reached out to General Repair and received an updated quote for the replacement of the non-submersible self-priming pumps in the amount of \$37,986.00; and,

WHEREAS, the funding source identified as Sewer (500);

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the quote from General Repair for the non-submersible self-priming pumps in the amount of \$37,986.00. The total cost including a 10% contingency is \$41,784.60 funding source identified as Sewer (500).

This resolution was duly adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

GENERAL REPAIR SERVICE

PUMP SALES & 24 HOUR SERVICE

3535 INTERNATIONAL DR. VADNAIS HEIGHTS, MN 55110

OFFICE PHONE 651-766-0874 FAX 651-766-0875

WWW.GENERALREPAIR.COM

COMPLETE LINE OF PUMPS AND BLOWERS FOR:

INDUSTRIAL – WASTE WATER – LIFT STATIONS – METERING - SANITARY

WORK ORDER / QUOTE

DATE 12/2/2022

CUST. PO#

QUOTED BY: STEVE ALASPA

SteveA@generalrepair.com

PHONE: (651) 766-0874

NAME	MATT SYLVESTER
COMPANY	CITY OF ISANTI
PHONE	763-772-5850
EMAIL	
ADDRESS	

QTY	PART NUMBER	DESCRIPTION	PRICE EACH	TOTAL
6		T4A60S-B STD IMP	\$ 6,331.00	\$37,986.00
		SELF PRIMER PUMP	\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
		ALL PUMPS HAVE 50' CORDS	\$ -	
			\$ -	
		MOISTURE/OVERTEMP RELAYS	\$ -	
		INCLUDED	\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

TOTAL ESTIMATE \$ 37,986.00

TAX, INBOUND AND OUTBOUND FREIGHT WILL BE ADDED
 3% PROCESSING FEE ON ALL CREDIT CARD TRANSACTIONS
 QUOTE VALID FOR 30 DAYS

THANK YOU FOR YOUR BUSINESS

RESOLUTION 2022-XXX

APPROVING ACCOUNTS RECEIVABLE WRITE-OFFS

WHEREAS, the Finance Department must periodically review outstanding accounts receivable balances; and,

WHEREAS, the Finance Department must periodically make determinations as to which receivable amounts are not assessable and are otherwise unlikely to be collected; and,

WHEREAS, the Finance Department recommends writing off the attached accounts receivable balances as uncollectable;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota hereby authorizes the write-off of the attached outstanding balances, and authorizes staff to make the corresponding adjustments to the General Ledger.

Adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Customer

Number	Date	Amount	Note
153	May-18	663.7	Hydrant Repair
174	Nov-18	100	Penalties - Unlicensed Vehicle
175	Dec-18	100	Penalties - Vehicle Parking
177	Dec-18	927	Wetland Conservation - Development did not proceed
185	Apr-19	321.54	Hydrant Repair
198	Sep-19	280	Admin Citation & Penalties
215	Jun-20	600	Secure Structure - Deceased
235	Apr-21	46	Recording Fee - 2 sales since
133	Jun-21	50	Community Center Rent
258	May-22	318.84	Officer Subpeona Civil Case

RESOLUTION 2022-XXX

AUTHORIZING THE CLOSING OF DEBT SERVICE FUND 930

WHEREAS, the City Council of Isanti finds that it is important to review financing to eliminate deficits in certain funds and close funds with no recent activity or for projects that are materially complete; and,

WHEREAS, the City Council of Isanti finds that it is in the best interest of the community to close Debt Service Fund 930 to Fund 920 – Capital Replacement Fund effective December 31st 2022; and,

WHEREAS, the remaining cash balance and special assessments receivable in Fund 930 will be closed to Fund 920;

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

1. Close Fund 930 – 2011A GO Improvement Bonds to Fund 920 – Capital Replacement Fund.

Adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

**APPROVING DONATION PROCEEDS FROM MMBA FOOD DRIVE TO FAMILY
PATHWAYS FOOD SHELF**

WHEREAS, on October 4th City Council approved a donation box at Isanti Liquor in support of the “15th Annual 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 a donation in the amount of \$100 from the MMBA, as part of the “15th Annual MMBA Food Supply Drive” to be forwarded to the Family Pathways Food Shelf.

Adopted by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

ACCEPTING DONATION FROM CAMBRIDGE CULVERS

WHEREAS, MN Statute 465.03 requires that cities accept donations for the benefit of its citizens in accordance with the terms prescribed by the donor; and,

WHEREAS, Cambridge Culvers approached the city to donate funds the Police Department; and,

WHEREAS, the total monetary value of the donation is \$805.48; and,

WHEREAS, Culvers of Cambridge requested the donation to be for “non-budgeted safety items for IPD;”; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to accept the donation from Cambridge Culvers.

This Resolution is hereby approved by the Isanti City Council this 20th day of December 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Isanti Police Department

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



L.9.

Memo

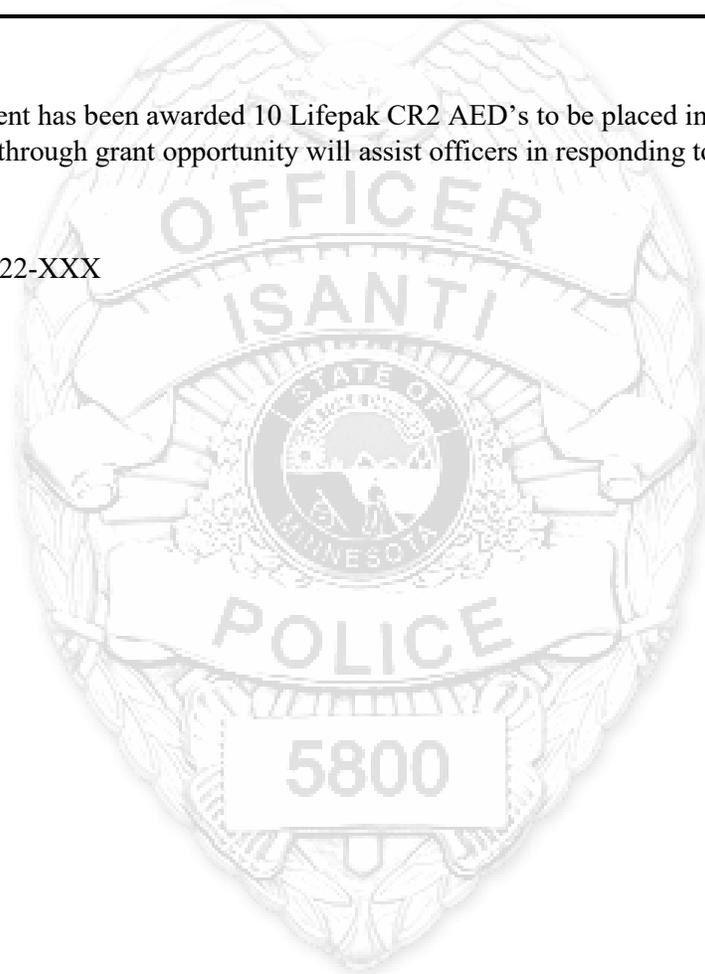
To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Police Chief
Date: December 20th, 2022
Subject: Minnesota First Responder AED Project

Background:

Isanti Police Department has been awarded 10 Lifepak CR2 AED's to be placed into every police vehicle. The awarded funding through grant opportunity will assist officers in responding to calls of cardiac arrest.

Attachments:

- Resolution 2022-XXX



The mission of the Isanti Police Department is to work in collaboration with the citizens of Isanti to enhance the quality of life by engaging, protecting, and serving the community with respect integrity and professionalism

RESOLUTION 2022 -XXX

ACCEPTANCE OF MINNESOTA FIRST RESPONDER AED PROJECT

WHEREAS, per Resolution 2022-018 Staff was approved to apply for grant opportunities that would promote, assist or encourage police efforts within the Police Department; and,

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

WHEREAS, The Isanti Police Department received grant for 10 Lifepak2 AED's; and,

WHEREAS, the AED's will be placed in all Isanti Police Vehicles;

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

1. Accept 10 Lifepak2 AED's from the Minnesota First Responder AED Project.
2. Authorize staff to sign associated acceptance documents.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Isanti Police Department

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



Memo

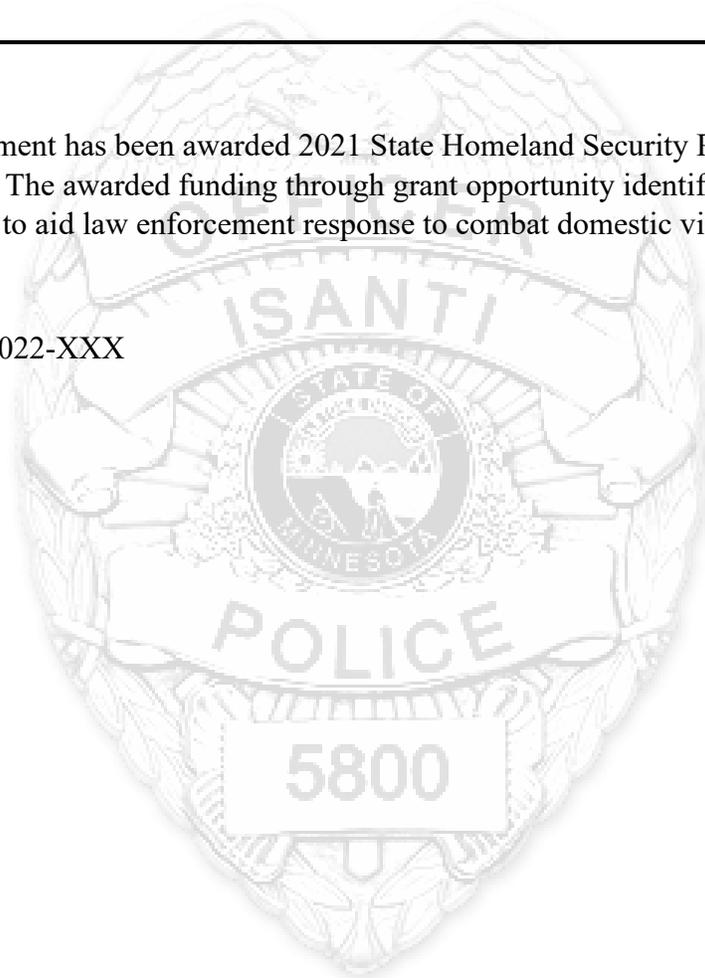
To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Police Chief
Date: December 20th, 2022
Subject: SHSP Grant acceptance

Background:

Isanti Police Department has been awarded 2021 State Homeland Security Program Grant in the amount of \$58,000. The awarded funding through grant opportunity identifies the purchase of a multi passenger van to aid law enforcement response to combat domestic violent extremism.

Attachments:

- Resolution 2022-XXX



RESOLUTION 2022 -XXX

ACCEPTANCE OF 2021 STATE HOMELAND SECURITY PROGRAM GRANT

WHEREAS, per Resolution 2021-016 Staff was approved to apply for grant opportunities that would promote, assist or encourage police efforts within the Police Department; and,

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

WHEREAS, The Isanti Police Department received grant funding in the amount of \$58,000; and,

WHEREAS, the awarded funding through grant opportunity identifies the purchase of a multi passenger van to aid law enforcement response to combat domestic violent extremism;

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

1. Accept \$58,000 grant funds from the State Homeland Security Program grant.
2. Authorize staff to sign associated acceptance documents.
3. Authorize staff to purchase Dodge Ram Promaster 2500 Cargo in the amount of \$53,985.
4. Authorize staff to utilize the remaining \$4015 to outfit the vehicle.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk



CITY OF ISANTI

REQUEST FOR PROPOSALS

IT SERVICES

Proposals Due: January 10th, 2022

I. INTRODUCTION

This request has been prepared by the City of Isanti to retain IT Support Services for IT equipment, software and services. These services include maintenance and support services for the IT system. Technicians must have security clearance and ability to pass a background check to manage the City's Police Department computer system. The firm must use licensed software in provision to these services.

The primary objective of requesting proposals is for the City to determine which parties can offer the highest quality of service at the most reasonable cost.

II. INSTRUCTIONS FOR PROPOSERS

- A. The City will accept electronic or written proposals. Responses must clearly address all of the items listed in this request for proposal. Parties choosing to submit a written proposal please submit to:

Jaden Strand
City Clerk
City of Isanti
110 1st Ave NW P.O. Box 428
Isanti, MN 55040

Electronic proposal submissions are to be attached to an email with the subject line "Isanti IT Services Proposal" Questions or request for clarification may be directed to Jaden Strand, City Clerk by phone at (763) 762-5759 or via email at Jstrand@cityofisanti.us

- B. **All proposals must be received no later than 4:30 pm on Tuesday, January 10, 2022.** Any vendors submitting proposals after the date and time listed above are not guaranteed consideration. Proposals submitted should be clearly labeled "Proposal for IT Services."

III. SERVICES/ SCOPE OF WORK:

- ❖ Onsite/ remote support of all servers, PC's, laptops, Wifi, and firewalls.
- ❖ Network monitoring (servers, PC's laptops, Wifi, and firewalls).
- ❖ Backup monitoring.
- ❖ Anti-virus monitoring.
- ❖ Annual disaster recovery testing.
- ❖ Document software and hardware changes.
- ❖ Review hardware warranty status.
- ❖ Check backups are running properly.
- ❖ Perform backup test.
- ❖ Monitor and maintain server uptime.
- ❖ Install software patches, service packs, and other updates as needed.
- ❖ Install software upgrades.
- ❖ Monitor server event logs for potential problems.
- ❖ Monitor available disk space on servers and computers.
- ❖ Perform system and server reboots.

- ❖ General server maintenance.
- ❖ Let City know of any potential issues.
- ❖ Create, remove, and maintain employee user accounts and permissions.
- ❖ Assist users with support queries.
- ❖ Fix problems including but not limited to:
 - Disaster recovery of core systems.
 - Fix user errors/ mistakes.
 - Raise support requests with third-party providers.
- ❖ Manage networks including internet connection.
- ❖ Assist at troubleshooting internet failure.
- ❖ Monitor network capacity and performance.
- ❖ Maintain security including:
 - Monitoring firewall logs.
 - Check status of security software updates.
 - Investigate any suspicious activity or unexpected software behavior.
 - Manage file and folder permissions.
 - Enforce password policies.
- ❖ Manage apps and services including:
 - Create, manage, and remove mailboxes.
- ❖ Manage computer monitoring software.

IV. CURRENT INVENTORY OF CITY TECHNOLOGY/ SYSTEMS

CITY HALL

- 15 Desktop Computers
- 7 Laptops
- 6 iPads
- 2 Microsoft Surface
- 60 Microsoft Outlook Email Accounts
- Antivirus - Trend Micro
- Remote Access Option Currently
 - VPN, Remote PC, and Splashtop
- Programs used:
 - Accounting- Caselle Connect, Civic Systems- Support
 - Xpress Bill Pay - for processing credit cards/checks by phone payments
 - StrucCalc - for determining if building/construction designs are adequate
 - Laserfiche
 - Microsoft Suite
 - Adobe Cloud Suite
- Wireless Access: Cisco Small Business

SERVER

- 1 Server - Dell PowerEdge T440 Server
- Server Software – Windows Server 2022 STD 16E License
- Server Firewall – Sonicwall T2400
- Server Recovery System - Datto Alto Backup System (Cloud Based)

- Hosted at City Hall
- Network switch - HP ProCurve 2524, and HP 2920 24 G Pro E+

LIQUOR STORE

- 2 Computers
- 2 Register Computers
- 1 Surface Pro Used as Mobile Register
- 3 Credit Card Readers
- Microsoft Office Suite Products
- Wi-fi Hardware to Ensure Connectivity Throughout the Store
- Cellular Backup for Continuous Internet Connection
- Security Software on Office PC
- 1 Office Printer
- 3 Register Receipt Printers
- 1 Keg Label Printer
- 1 Bin Tag Printer
- 4 VOIP Lines
- 1 iPad
- 27 Camera Recorders

PUBLIC WORKS

- 3 Employee Computers
- Antivirus - Trend Micro
- Microsoft Office Suite Products
- Water Plant Camera Recorder
- Public Works Shop Camera Recorder
- 4 Camera Recorders at Bluebird Park
- 2 Camera Recorders at Rum River BMX Facility
- Wifi Configuration for Bluebird Park
- 2 Camera Recorders at the Wastewater Treatment Plant

POLICE DEPARTMENT

- 10 Employee Computers
- Antivirus - Trend Micro
- Microsoft Office Suite Products
- 1 Server for WatchGaurd Video with 3rd Party Remote Backup Service
- 8 Squad Laptops
- 5 Microsoft SurfacePro
- Police Radios - Maintained by Granite Electronics
- DS4000 Recorders and/or Olumpus App for Smartphone
- Software used:
 - LETG - Police Database - Maintained by Central Square
 - Olympus- Dictation Software
- ***Must be backgrounded and finger printed to work on Police Department Computers
- Fingerprint Based Background

- SAT (Security Awareness Training via BCA)
- Security Addendum
- 7 Camera Recorders

CITY EMAIL

- Email Server - Microsoft Exchange
- Hosted in house on City server

CITY WEBSITE

- CivicPlus (website maintained by City Staff)

CITY PHONE SYSTEM

- Nextera Communications
- Volp Phones

V. PROPOSALS MUST INCLUDE THE FOLLOWING:

1. Contract duration for a three-year time period.
2. Termination of contract requires a 60-day notice.
3. A statement of background and experience of the firm in serving listed needs.
4. A statement of background and experience of the individuals that will be providing service, whether scheduled or emergency services.
5. A statement of ability to provide or service equipment in emergency situations and expected response times for 1) on-site and 2) remote.
6. A statement of ability and average response timeframe for regular technical and consulting services 1) by phone or email (for consulting or help desk needs) and 2) for on-site repair and 3) remote support.
7. Provide contact information for three references for whom you provide similar services.
8. Any other information that would assist the City in understanding abilities and capacity of the service provider.
9. Indicate rates to reflect flat rate and hourly if available.
10. Indicate any rate change adjustments over the contract period, if applicable.

VI. PROPOSAL EVALUATION AND CONTRACT AWARD:

- The City intends to award a contract to the proposer(s) evaluated to be best qualified to perform the work for the City, cost and other factors considered.
- The City shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal or final contract negotiations.
- The City of Isanti reserves the right to reject any and all proposals or to request additional information from any or all proposers.
- It is anticipated that the City will establish a contract with a selected business for a three (3) year term. A contract for this term will be prepared and entered into with the successful proposer.



Isanti Police Department Monthly Report

November 2022

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	7	73
Assault	2	24
Vandalism/Damage to Property	5	32
Narcotics	1	29
Burglary	0	7
Domestics	6	49
Crim Sex	1	10
Robbery	0	0
Loud Party/Disturbance	2	73
Medical	37	438
Permit to Purchase	4	80
Security Check / Extra Patrol	365	4,769

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	12	126
DUI	0	10
Accidents	6	108
Hit & Run	0	7
Warrant P/U	3	46
Speed	4	71
DAR/DAS	22	220
Administrative Citations (Including Speed)	3	50

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	In the Shop	#VALUE!	#VALUE!
Ford Explorer 224	105,926	736	4,030
Ford F150 225	60,527	712	8,694
Chevy Impala 223	105,987	402	3,272
Dodge Durango 226	54,060	1,118	11,715
Dodge Durango 227	59,712	1,107	11,268
Dodge Durango 228	41,651	1,448	14,009
Chevy Tahoe 229	NA	#VALUE!	#VALUE!
Dodge Charger 230	17,272	930	15,299

M.2.

CEZT REPORT - NOVEMBER 2022	2021	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
TOTAL CASES THIS YEAR AT END OF MONTH		3	3	9	19	41	49	64	77	89	97	138	
NEW CASES THIS MONTH		3	0	6	10	22	8	15	13	12	8	41	
CARRIED FORWARD FROM PREVIOUS MONTH		3	3	1	2	7	10	1	8	8	7	4	
NEW CASES + CARRIED FWD		6	3	7	12	29	18	16	21	20	15	45	
CLOSED THIS MONTH		3	2	5	5	19	17	8	13	13	11	42	
ACTIVE END OF MONTH (NOT INCL CITATIONS)	3	3	1	2	7	10	1	8	8	7	4	3	
CAN - Prohibited Animals/87.1						2			1	3			
CCV - Comm Vehicle storage/227-9/10					1			1				1	
CDO - Dogs		2		2		1	2				1		
CPA - Park & Store/227-8					7	16	1	6	4	1	1		
CSN - Snow Removal/216-2-Q													
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H2O - Water Restrictions/325-17-C													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage/216-4-L					1								
NGR - Grass/Weed Length/216-2-H					1		4	5	6	6	3		
Nuisance Junk/Rubbish/216-2-L		1				4	3	4	6	3	4	3	
NOX - Noxious Weeds													
NUV - Unlicensed Vehicle or expired tabs/216-2-L				1		1	1	2	2		1	2	
ZAC - Accessory Building /445, SEC 6, SUB 6, C										1			
ZFE - Fence/216-4-A-(16)													
Zoning/ § 445 Section 15, Subdivision. 5-C-4.							1						
Other/216-4-A-(4)				2								37	
Other/445- Sec 7: Art 2: Sub 4				1									
MISDEMEANOR CITATIONS ISSUED THIS MONTH						1		0	2	0	1	0	
ACTIVE CITATIONS END OF MONTH	1	1	1				1	1	3	3	4	4	
COMPLIANCE LETTERS MAILED THIS MONTH		1			5	16	10	10	10	8	8	38	
ABATED PROPERTIES THIS MONTH							2		1	0	0	0	

M.3.

CITY OF ISANTI MONTHLY REPORT

November 2022

	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
RESIDENTIAL										
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
ROOF / SIDING	8	218	\$0.00	\$0.00	\$8.00	\$43.00	\$640.00	\$17,840.00		
DECK	1	30	\$0.00	\$0.00	\$1.00	\$1.00	\$300.00	\$8,653.80		
LL FINISH	3	23	\$7,711.00	\$233,211.00	\$5.86	\$8.11	\$768.00	\$6,266.70		
REMODEL / ADDITION	0	10	\$0.00	\$583,600.00	\$0.00	\$159.00	\$0.00	\$7,818.35		
GARAGE / SHED	0	2	\$0.00	\$140,000.00	\$0.00	\$0.00	\$0.00	\$2,661.45		
MISCELLANEOUS	7	186	\$0.00	\$4,000.00	\$7.00	\$21.00	\$750.00	\$20,366.18		
SINGLE DWELLINGS	4	61	\$982,886.13	\$13,620,609.81	\$491.45	\$600.25	\$12,362.20	\$172,291.10		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	7	131	\$0.00	\$0.00	\$7.00	\$20.00	\$525.00	\$9,825.00		
PLUMBING	6	97	\$0.00	\$0.00	\$6.00	\$9.00	\$510.00	\$7,824.00		
RESIDENTIAL TOTAL	36	758	\$990,597.13	\$14,581,420.81	\$526.31	\$861.36	\$15,855.20	\$253,546.58		
COMMERCIAL										
NEW BUILDINGS	0	3	\$0.00	\$2,711,477.00	\$0.00	\$500.00	\$0.00	\$22,519.20		
REMODEL / ADDITION	0	6	\$0.00	\$78,034.00	\$0.00	\$2.50	\$0.00	\$2,730.30		
PLUMBING	2	16	\$0.00	\$48,500.00	\$41.00	\$41.00	\$1,230.00	\$3,064.00		
MECHANICAL	1	9	\$0.00	\$114,612.00	\$57.50	\$65.56	\$1,725.00	\$5,723.57		
ROOF / SIDING	0	5	\$0.00	\$150,874.00	\$0.00	\$5.35	\$0.00	\$2,513.02		
MISCELLANEOUS	4	37	\$0.00	\$66,988.00	\$10.10	\$11.10	\$1,004.45	\$10,648.24		
COMMERCIAL TOTAL	7	76	\$0.00	\$3,170,485.00	\$108.60	\$625.51	\$3,959.45	\$47,198.33		
RESIDENTIAL/COMMERCIAL TOTAL	43	834	\$990,597.13	\$17,751,905.81	\$634.91	\$1,486.87	\$19,814.65	\$300,744.91	\$26,772.00	\$488,589.00

YEARLY BUILDING PERMIT COMPARISONS

THRU 11/30/2022

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	447	39	0	0	\$8,376,137.06	\$155,844.21	\$263,439.00
2016	528	59	0	4	\$20,282,850.84	\$290,151.78	\$641,513.88
2017	656	87	0	3	\$16,365,649.50	\$275,205.68	\$686,976.80
2018	611	77	0	2	\$20,154,444.43	\$316,954.23	\$443,094.00
2019	698	82	0	2	\$18,742,103.88	\$319,117.06	\$482,448.00
2020	1010	87	0	2	\$21,007,055.01	\$373,185.28	\$518,556.00
2021	793	72	0	3	\$19,701,878.94	\$310,078.76	\$487,383.50
2022	834	61	0	3	\$17,751,905.81	\$300,744.91	\$488,589.00

MONTHLY COMPARISON FOR 2022

Month	# Permits	Permit Value	Permit Fees
January	41	\$1,368,234.21	\$18,181.30
February	56	\$1,465,212.46	\$26,336.00
March	62	\$1,799,554.74	\$25,859.30
April	81	\$3,069,173.27	\$41,937.30
May	107	\$2,762,554.76	\$48,745.90
June	105	\$1,742,267.30	\$32,414.01
July	84	\$827,001.69	\$19,300.73
August	97	\$1,211,755.59	\$25,703.25
September	81	\$963,757.80	\$20,612.38
October	65	\$1,240,595.86	\$18,533.07
November	43	\$990,597.13	\$19,814.65
December	12	\$311,201.00	\$3,307.02
Totals	834	\$17,751,905.81	\$300,744.91



**BOLTON
& MENK**

Real People. Real Solutions.

M.4.

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Bolton-Menk.com

MEMORANDUM

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

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

- 1) **2022 Pavement Management Project**
This project is complete. Final payment will be processed this month.
- 2) **Brookview South 1-4 Addition Rehabilitation**
This project is complete. Final payment will be processed this month.
- 3) **Heritage Blvd & 8th Avenue Pedestrian Crossing**
We have submitted the concept layout and cost estimate to the County for review.
- 4) **Legacy Pines 3rd Addition**
Remaining punchlist items will be completed next spring.
- 5) **Fairway Greens North Development 1st & 2nd Addition**
Remaining punchlist items will be completed next spring.
- 6) **Water Tower Coatings**
The Engineering fee proposal for this work will be on the 12/20 council agenda
- 7) **WHPP Part 2**
The Engineering fee proposal for this work will be on the 12/20 council agenda
- 8) **2023 Pavement Management Project**
The Engineering fee proposal for this work will be on the 12/20 council agenda
- 9) **MS4 Implementation**
We will continue to assist the City as requested to meet MS4 requirements.

Please contact me if you have any questions.