

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING



TUESDAY, DECEMBER 7, 2021 – 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

G. Approve City Council Minutes

- 1. November 16, 2021- Regular Meeting of the City Council
- 2. November 16, 2021- Committee of the Whole Meeting
- 3. November 16, 2021- Planning Commission Meeting
- 4. November 16, 2021- Special Economic Development Authority Meeting
- 5. October 26, 2021- Park, Recreation and Culture Meeting

H. Announcements

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

Tuesday, December 21, 2021 at 5:00 p.m.

Tuesday, December 21, 2021 at 7:00 p.m.

Tuesday, December 21, 2021

(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

Finance Director Mike Betker

Truth-In-Taxation (Presentation, Public Comment)

- 1. Resolution 2021-XXX Adopting the 2022 Final Budget
- 2. Resolution 2021-XXX Adopting Final 2021 Tax Levy, Collectable 2021
- 3. Resolution 2021-XXX Adopting Final 2022 Enterprise Fund Budgets
- 4. Resolution 2021-XXX Approving a Cost of Living Adjustment (COLA) for Non-Union Employees
- 5. Resolution 2021-XXX Approving Purchase of Property Owned by Hobby Farms Inc.

City Administrator Josi Wood

6. Ordinance-XXX Amending City Code Chapter 281, Stormwater Charges
7. Resolution 2021-XXX Approving a Conditional Use Permit Amendment for Site Plan Operations for a Biodiesel Distillation System for Ever Cat Fuels LLC
8. Resolution 2021-XXX Approving a Rezoning for Properties with PID 16.134.0030, 16.134.0040, 16.134.0050, 16.134.0060, From B-2 General Commercial to R-3A Low Density Multiple Family Residential

City Engineer Jason Cook

9. South Brookview- Preliminary Engineering Report and 2022 Pavement Management Project
 - a. Resolution 2021-XXX Authorizing Engineering Services for the South Brookview PER
 - b. Resolution 2021-XXX Authorizing Engineering Services for the 2022 Pavement Management Project

L. Approve Consent Agenda

1. Accounts Payable in the Amount of \$844,435.46 Payroll in the Amount of \$133,969.63
2. Resolution 2021-XXX Accepting Resignation of Kalee Springer Liquor Clerk II
3. Resolution 2021-XXX Approving State of MN Joint Powers Agreements with the City of Isanti on Behalf of its City Attorney and Police Department
4. Resolution 2021-XXX Accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act
5. Resolution 2021-XXX Accepting Resignation of Part-Time Liquor Store Clerk II Angela Kersting
6. Fairway Greens North, Phase I, Development Agreement Amendment
7. Memorandum of Understanding (MOU) City of Isanti and LELS #217-Chief of Police to Assign New Investigator (Revised)

M. Other Communications

1. Draft Minutes for the November 23, 2021 Parks, Recreation and Culture Board Meeting

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING**



**TUESDAY, November 16, 2021 – 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, Councilors: Jimmy Gordon Paul Bergley and Steve Lundeen, Dan Collison

Staff Present: Human Resources Director Katie Grotte, Finance Director Mike Betker, and Chief of Police Travis Muyres, Community Development Specialist Ryan Saltis, Assistant Finance Director Pamela Dahlheimer

D. Public Comment

E. Adopt Agenda

ADD L.22, L.23

Motion by Lundeen, seconded by Bergley to approve agenda with the modifications listed above. Motion passed 5-0. Motion carried.

F. Proclamations/Commendations/Certificate Awards

G. Approve City Council Minutes

1. October 19, 2021- Regular Meeting of the City Council
2. October 19, 2021- Committee of the Whole Meeting
3. September 28, 2021 – Parks, Recreation and Culture Board Meeting

Motion by Collison, seconded by Lundeen to approve minutes as presented. Motion passed 5-0. Motion carried.

I. Council Committee Reports

J. Public Hearings

1. Assessment Hearing - Main Street Reconstruction

Jason Cook presented a PowerPoint for the Main Street NW Final Project Cost. Elaine Fischer asked a question about fee deadlines. Finance Director Betker confirmed the fees would be due the 15th of the month interest free for 30 days from adoption. Leroy Johnson asked about sod. Council wants Leroy to call in the spring if grass is not growing.

- a. **Resolution 2021-223** Adopting Assessment for the Main Street Reconstruction project

Motion by Lundeen, seconded by Bergley to approve adopting assessments. Motion passed 5-0. Motion carried.

K. Business Items

Finance Director Mike Betker

- 1. Resolution 2021-224** Certification of Delinquent Charges for City Services Payable in 2022
 - a. Requested Hearing – George Hemen

George Hemen asked to re-explore SAC/WAC fees and asked to have his fees waived if he pays in full (\$60) for the amount since he does not receive City water/sewer. Council agreed to waive the fees and reconsider in the spring.

Motion by Gordon, seconded by Bergley to approve Delinquent Charges for City Services. Motion passed 5-0. Motion carried.

- 2. Resolution 2021-225** Issuance and Sale of GO Tax Abatement Refunding Bonds 2021A (Jessica Green-Northland)

Jessica Green- Northland presented to results of the Bond sale. Three (3) bids came in. Sale summary was delivered that day awarding the sale of \$1,445,000.00. General Tax Abatement Refunding Bonds, Series 2120A. Gordon stated it was great to be saving \$100,000.00.

Motion by Gordon, seconded by Bergley to approve Issuance and Sale of GO Tax Abatement Refunding Bond. Motion passed 5-0. Motion carried.

L. Approve Consent Agenda

- 1.** Accounts Payable in the Amount of \$1,955,563.33 Payroll in the Amount of \$245,707.02
- 2. Resolution 2021-226** Authorizing a Reduction in the Letter of Credit for Fairway Greens North
- 3. Resolution 2021-227** Extending the Recording of Final Plat for Fairway Greens South
- 4. Resolution 2021-228** Update the DOT Drug and Alcohol Testing Policy for Compliance
- 5. Resolution 2021-229** Accepting the Resignation of Community Development Director
- 6. Resolution 2021-230** Accepting the Resignation of Liquor Clerk II Katie Olsen
- 7. Resolution 2021-231** Approving the Re-Hire of FT Liquor Store Clerk I Becky Whitman
- 8. Resolution 2021-232** Approving the Hire of Community Development Director
- 9. Resolution 2021-233** Approving the Hire of PT Liquor Clerk II Nicole Johnson
- 10. Resolution 2021-234** Approving the Hire of PT Liquor Clerk II Sandra Koller
- 11. Resolution 2021-235** Approving New Position of Police Support Specialist
- 12.** Liquor Store Dress Code Amendment
- 13. Resolution 2021-236** Repeal City Policies that are No Longer Applicable
- 14. Resolution 2021-237** Authorizing the Establishment of Permit and Plan Review Fee Refund Policy
- 15. Resolution 2021-238** Approving Amendments to the Revolving Loan Fund Policy
- 16. Resolution 2021-239** Adopting Finance Related Policies
- 17. Resolution 2021-240** Closing Debt Service Fund 929
- 18. Resolution 2021-241** Forgiving Interfund Loan Payable from General Fund to Water and Sewer Utilities
- 19. Resolution 2021-242** Approving Archery Hunting Regulations
- 20. Resolution 2021-243** Approving BMX Lighting Upgrade
- 21. Resolution 2021-244** Authorizing Sale of Security Camera and Equipment in the Current Liquor Store
- 22.** Memorandum of Agreement (MOA) City of Isanti and LELS #217- Investigator Reassignment
- 23.** Memorandum of Understanding (MOU) City of Isanti and LELS #217- Chief of Police to Assign New Investigator

Lundeen asked a question about L.2. Betker confirmed it was worked out.
Motion by Lundeen, seconded by Bergley to approve consent agenda. Motion passed 5-0.
Motion carried.

Adjournment

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

Meeting adjourned at 7:35 p.m.
Respectfully Submitted,

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

Jaden Strand
City Clerk

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



**TUESDAY, November 16, 2021 – 5:00 P.M.
CITY HALL**

- A. Mayor Johnson called the meeting to order at 5:00 p.m.
- B. The Pledge of Allegiance was recited.
- C. Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon, Paul Bergley and Steve Lundeen, Dan Collison

Members Absent: None

Staff Present: City Administrator Josi Wood, Human Resources Director Katie Grotte, Finance Director Mike Betker, Parks, Recreation and Events Coordinator Alyssa Olson, City Engineer Jason Cook and Chief of Police Travis Muyres

- D. Public Comment- None
- E. Committee Meeting Items

1. Liquor Updates- presented by Liquor Store Manager Keith Lusk

- Sales YTD through September 30th total \$2,986,609. That's up \$34,834 from 2020
- Customer Count through September 30th is up 1,839 from 2020.
- The new store is being stocked and merchandised
- The "Bozo and LouElla Polzin Beer Cave" signage will be up in time for the Grand Opening.
- We've filled the Assistant Store Manager and the newly created full-time position.

2. Developer's Agreement Amendment Request (*Josh Savageau*)

Josh Savageau came to the meeting to discuss building model homes in lots that do not have a curb and bit installed. This is not permitted in other agreements in the past. If committee wants to allow this, it would be an amendment to the developer's agreement. Direction from the committee Staff to amend the developer's agreement at the next City Council meeting. Collision was okay with it as long as inspector went out and made sure the road was passable/ accessible. Lundeen agreed with Collison and told Savageau he would be responsible for snow removal. No temporary CO's to be given until the curb and gutter are in place. Showings are permitted if the Building Official says it is okay.

3. County Road 5/ 8th Ave Intersection- Discussion

Accident involving 2 children being struck at intersection while crossing the road before school. The County Engineer reached out to Jason Cook to see if the City was seeking a specific intersection control by Wendover possibly adding flashing beacon lights. Committee agreed to put in center median and flashing lights. This will be discussed further by the County.

4. Office Space at City Hall

The mayor gave up his office in City Hall. Bergley and Gordan mentioned the keys and fob to be turned as well. Collision requested by Friday. Mayor agreed.

5. Park Alterations- Discussion

PRE Coordinator Alyssa Olsen presented an option for alterations be added to the Adopt-A-Park Program so that residents have an avenue to request changes or additions to the parks. This process would also inform Council of the costs involved with the project, in addition to costs the City might incur to restore or maintain the feature when the residents stop participating in the program. Committee members were supportive and agreed to move forward as presented.

6. Fee Schedule Review

Finance Director Mike Betker presented an annual of fees that should be changed.

Remove

G.25 & G.26 – Remove Signal Light Development Fees per City Attorney recommendation

B.18 – Remove Senior Building Official from hourly rate matrix, not applicable

I.14 – Remove Unpaid Water and Sewer Fee, already included in Chapter 262

Modify/Update

B.35 - Increase Residential Driveway Escrow from \$2,000 to \$3,000

B.33 - Modify to delineate Residential Re-Roof Permit (fee unchanged) and Commercial Re-Roof Permit which should be a valuation-based fee

B.34 - Modify to delineate Residential Re-Siding Permit (fee unchanged) and Commercial Re-Siding Permit which should be a valuation-based fee

I.2 - Update Meter Pricing to reflect 2022 prices, when available

Add

Fire Alarm Permit – \$100 fee as limited plan review is needed prior to issuance

Solar Photovoltaic Permit - \$100 fee as limited plan review is needed prior to issuance

Committee agreed with changes as presented for City Council approval.

7. Amphitheater Rental Fees

PRE Coordinator Alyssa Olsen presented Rental Fee Options for the new amphitheater in comparison with the Isanti Community Center and other similar venues. Collision mentioned the cost sounded a little high, but wants to give it year. Olsen said its actually lower than other venues. Committee agrees to move forward as the changes will be in a future ordinance amendment.

F. Adjournment

Meeting was adjourned at 6:05 p.m.

Respectfully Submitted.

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

Jaden Strand
City Clerk

CITY OF ISANTI

PLANNING COMMISSION MEETING

TUESDAY, November 16, 2021

Immediately following the 7:00 P.M City Council Meeting;

1. Meeting Opening

- A. Call to Order: Chair Johnson called the meeting to order at 7:40 p.m.
- B. Pledge of Allegiance
- C. Roll Call: Members present: Jeff Johnson, Steve Lundeen, Jimmy Gordan, Paul Bergley, Dan Collison, Arissya Simon, Alexander Collins.
Members Absent: None
Staff present: Community Development Specialist Ryan Saltis, Finance Director Mike Betker, HR Director Katie Grotte
- D. Agenda Modifications: None
- E. Adopt the Agenda
Motion to adopt the agenda by Lundeen, second by Collison motion passes 7-0.

2. Meeting Minutes

- A. Approval of Minutes from the September 21, 2021 Planning Commission Meeting motion by Bergley, second by Collison motion passes 7-0.

3. Public Hearing

- A. Request by Kevin Johnson for approval of Rezoning PID's 16.134.0030, 16.134.0040, 16.134.0050, 16.134.0060 from B-2 General Commercial to R-3A Low Density Multiple-Family Residential.
Saltis explained the request to rezone the subject parcels from B-2 General Commercial to R-3A Low Density Residential. It was explained that these parcels have previously gone through a Comprehensive Land Use Plan Amendment and the Planning Commission and City Council have approved this. The Comprehensive Land Use Amendment was the first step towards guiding the parcels designation, rezoning will allow for a variety of housing types available to build on these parcels. The Planning Commission was reminded that surrounding houses were in favor of the rezoning from commercial to residential as they would rather have houses surrounding their property than a business. There was nobody present at the public hearing to speak on this item. Motion for approval of the parcels rezoning from B-2 General Commercial to R-3A Low Density Multiple-Family Residential by Lundeen, second by Collison, motion passed 7-0.
- B. Request by Ever Cat Fuels for approval of a Conditional Use Permit Amendment under City Ordinance 445 Section 21, Article 2, Subdivision 5, said request is for site modifications and altered biodiesel distillation plans for Ever Cat Fuels located at 100 Isanti Pkwy NE, PID 16.128.0010.

Saltis presented the CUP Amendment request for Ever Cat Fuels. Collison asked whether outdoor storage is allowed in this zoning district. Saltis replied that outdoor storage is allowed in the Industrial District with a Conditional Use Permit, and that regulations for storage will be added to the existing CUP for the site. The location of Ever Cat Fuels was discussed in regards to the site modifications and outdoor storage, in that the equipment and storage will not have an impact on surrounding businesses. Planning Commission members requested a representative speak on the item. Andrew Johnson, a representative from Ever Cat Fuels further explained the concept plan for the site and described the storage container being a cheaper and easier option than a built shed. Saltis explained that the conditions suggested by city staff included that any storage on site would have to be reviewed by the City's Building Official to ensure that it meets state building codes. Other conditions were pointed out for fire safety and were requested by the Fire Chief. There was nobody else from the public present at the meeting to speak on this item. A motion was made to adopt the CUP Amendment with conditions listed in the November 16, 2021 staff report by Lundeen, second by Collison, motion passed 7-0.

5. Other Business: None

6. Discussion Items: None

7. Adjournment: Motion by Bergley, 2nd by Collison to adjourn, motion passed 7-0, meeting adjourned at 8:00 p.m.

Respectfully submitted by Ryan Saltis, Community Development Specialist

**Economic Development Authority
Meeting Minutes
November 16, 2021**

1. **Call to Order:** Chair Johnson called the meeting to order at 6:46 pm
 - a. **Pledge of Allegiance**
 - b. **Roll Call:** EDA Members present: Jeff Johnson, Steve Lundeen, Paul Bergley, Luke Merrill, Dan Collison, and Jimmy Gordon
Members Absent: Justin Nielson.
Staff Present: Finance Director Mike Betker, HR Director Katie Grotte, City Engineer Jason Cook and Community Development Specialist Ryan Saltis
 - c. **Agenda Modifications:** None
 - d. **Adopt Agenda:** Motion by Merrill, second by Lundeen to adopt the agenda, motion passed 6-0.
2. **Business Items**
 - A. **Sale of Shovel Ready Site PID 16.125.0020:** Finance Director Betker explained that the Shovel Ready Site located at PID 16.125.0020 has an interested buyer, for \$1. Special Tools out of St Francis would like to expand their operations and intend to build and move into a 10,000 to 12,000 square foot building on this site. Adam, a representative of Special Tools, was present at the meeting and was asked questions by the EDA members. Gordon asked how many people are employed at Special Tools and how much they are looking to expand. The representative answered that Special Tools employs 3 people and are looking to grow in the future and up production requiring more employees in the long run. There was nobody else present to speak at the public hearing. Motion by Merrill, second by Lundeen to sell the Shovel Ready Site PID 16.125.0020 for \$1, motion passed 6-0.
3. **Other Business / Updates / Communications** None
4. **Adjournment:** Motion by Lundeen to adjourn second by Collison, motion passed 6-0 meeting adjourned at 6:50 pm.

**CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES
October 26, 2021**

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

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

Staff Present: Alyssa Olson, Parks, Recreation & Events Coordinator

Agenda/Modifications: None; Motion by Gahm, second by HinnenKamp

3. Meeting Minutes: Motion by HinnenKamp; second by Johnson to approve meeting Minutes from September 28, 2021. Motion passed 5-0.

4. Little Free Library / Sports Library: Ms. Olson shared plans for adding a Little Free Sports Library to one of the parks in 2022 and requested the Board's insights on which park. The Board recommended either Bluebird Park or Mattson Park. Olson also shared that a local Eagle Scout is interested in adding a Little Free Library to one or more of our parks as part of his final service project. The Board recommended Bluebird Park, Mattson Park or Eagle Park for the standard library. Mr. Zdon noted that any unit placed should be anchored and/or placed on a concrete slab to secure the item for wind or vandalism. Olson will provide the recommendations to the Eagle Scout and report back to the Board with an update on timeline and location(s) associated with the project.

4. Department Updates: Olson shared an update on Curious Creatures and an intent to begin finding more toddler-friendly activities as most of the attendees this fall appear to be 2-3 year olds.

The holiday lighting event in December 2022 will be concept #2 from the event concept packet, which a ticketed walk-through experience. Olson is working on building out the event plan and sponsor opportunities. She requested the Board think about names for the event. Gahm wondered if the name is being over-considered, to which Olson noted that choosing a flashy name may give the appearance that the event is more than just a community festival and, thus, draw in more sponsors and attendees from outside of the County.

Eagle Park plan is to add some bushes and landscaping, and add a few more seating areas in the Spring while we wait for more information on the railroad park idea.

Bluebird Amphitheater has been named by the City Council and the build is nearly complete with doors and trim arriving earlier that day. The donation from the Lions Club is pending their decision on whether or not they want to provide a seating area. The ribbon cutting ceremony went well and the band sounded great with the amphitheater's acoustics.

Council has opted to have three of the Street Dances remain at Main Street in 2022 and one will move over to Bluebird Park. It may take on a different form in order to shift mentality on the event itself and to create a bigger show at the park. Olson is looking at the September 2022 dance moving over to Bluebird and being amplified with a carnival or expanded event. HinnenKamp asked if the events would still be called a 'street dance' if moved to the park and Olson noted that will be part of the Council's discussion next year on if they should take a new shape. It was also noted that the Street Dances do not necessarily have a long history in the city, but they are beloved and known as is.

Olson is working to update the Adopt-A-Park Policy to allow residents to request an addition or modification to an adopted park. The request was made by two local residents to utilize an area of Mattson Park that borders their properties as a flower garden. The application and agreement would designate the process for request approval and maintenance.

Olson shared that Northern Elements All Stars have selected to host the November and December movie nights. They will retain the profits from concession sales for both of those events. Olson is working on adding crafts and activities for the Santa event ahead of the December movie night. She is also working on the Candy Cane Flashlight Hunt on December 12.

5. Open Discussion: Johnson mentioned security camera plans for Bluebird Park. Olson is working on getting quotes for adding cameras to the amphitheater, as well as at the warming house at the BMX Arena. Johnson requested thoughts on adding cameras throughout the park to have a visual on the full area. The

Board was in agreement that we will need additional security as we continue adding to Bluebird and it would make some sense to cover the full park for liability. Olson will be reviewing quotes and options and moving to Council with potential options, as needed.

Johnson also mentioned he was approached by the Redbirds about the City painting the backside of the fence around Sportsman's Field, which is visible to Bluebird Park. It was noted that the City owns that property, but the Redbirds lease the field and maintain their own revenue, in addition to maintaining the field. Olson mentioned arts grants that are available that could be sought out for painting a mural on the back of the fence to make it more appealing and add some art to the park. Gahm mentioned using the County corrections services to paint the fence for us, using paint supplied by the City. Johnson will share the Sherriff's contact information with Olson so she can get insight into that process. Hunting mentioned that both of these options could fall under Arts & Culture and be applicable for a number of different grant programs.

Hunting circled back to discussions from the September Board meeting about inclusivity in City events. As part of those initiatives, Hunting found a handful of grants and organizations that can help and finance future events and programs that can assist in creating a more culturally diverse community. Olson summarized that we should consider looking to 2022 and beyond through a multi-cultural lens that will help us ensure our events and programs are appealing to the full community. Hunting also recommended including groups like United Nations from the local high school or Play Inc. and other community organizations that do build culturally diverse programs. Olson noted that it could look like turning Celebrate Isanti into a vendor fair that includes and showcases cultural groups from the region and truly celebrates all of the diversity in the area. Gahm mentioned using a similar event layout to the holiday lights event for future beer or food festivals. HinnenKamp noted the Farmers Market potentially moving to Bluebird as well. Olson noted that visibility is difficult at Bluebird due to its topography and the current plan is still to look at the new liquor store. Johnson mentioned bringing back a tree lighting ceremony with the new holiday event as something to consider with future planning.

Zdon confirmed that we will not have a December meeting, so the November meeting will be the final meeting of the year.

Adjournment: Motion by Johnson, second by HinnenKamp to adjourn the October 26, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 5-0, meeting adjourned at 7:05 p.m.

Respectfully Submitted

Alyssa Olson

Parks, Recreation & Events Coordinator



MEMO

To: Mayor Johnson & City Council Members

From: Finance Director Betker

Date: December 7, 2021

Subject: 2022 Final Budget and Levy Adoption

Background:

The proposed final property tax levy is \$3,281,851 and reflects an increase in the taxable market value for 2022 of 10.83%.

The proposed final property tax rate is 58.48%, a decrease of 3.17% from 2021 and a decrease of 26.53% from the 2018 tax rate of 79.60%. The 15-year average tax rate from 2007 thru 2021 is 67.08%

General Fund expenditures have been adjusted based on prior year actual costs, current year expenditures thru October, actual maintenance agreements and contracted costs. All wages include a 3% COLA for 2022 and include the necessary step increases, where applicable. Dental Insurance, Worker's Compensation, Property/Liability/Volunteer Insurance, and Life/AD&D Insurance have all been adjusted to reflect premiums paid in 2021 and any necessary inflationary factor was applied. Health Insurance premiums increased, depending on plan structure, between 8.8% and 11.5%.

Current Action:

Consider Final 2022 Budget and Associated Resolutions

Attachments:

2022 Final Operating and Capital Budgets
Resolution Adopting the 2022 Final Budget
Resolution Adopting the Final 2021 Tax Levy Collectible 2022
Resolution Adopting the Final 2022 Enterprise Fund Budgets
Resolution Approving Cost of Living Adjustment for Non-Union Employees

RESOLUTION 2021-XXX

RESOLUTION ADOPTING THE 2022 FINAL BUDGET

BE IT RESOLVED, by the City Council of the City of Isanti, Minnesota, that the following budget for 2022 is approved:

TOTAL	GENERAL FUND REVENUES	\$ 4,274,890
	COUNCIL	40,064
	ELECTIONS	10,700
	FINANCIAL ADMINISTRATION	592,271
	PLANNING AND ZONING	160,477
	MUNICIPAL BUILDING	38,140
	POLICE ADMINISTRATION	1,863,449
	FIRE PROTECTION	273,600
	BUILDING INSPECTION ADMIN	278,382
	CIVIL DEFENSE	2,140
	ANIMAL CONTROL	3,095
	GENERAL CITY MAINTENANCE	60,995
	HWYS, STREETS, & ROADS	424,054
	STREET LIGHTING	53,500
	SANITATION ADMINISTRATION	26,451
	PARK, REC, CULTURE	406,921
	TRANSFERS	25,765
	MISCELLANEOUS	14,885
TOTAL	GENERAL FUND EXPENDITURES	\$ 4,274,890

The City Clerk is hereby instructed to transmit a certified copy of the resolution to the Isanti County Auditor, Isanti County, Minnesota.

This resolution is duly adopted by the Isanti City Council this 7th day of December 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

K.2.

ADOPTING THE FINAL 2021 TAX LEVY, COLLECTIBLE IN 2022

BE IT RESOLVED, by the City Council of the City of Isanti, Minnesota that the following sums be levied for the current year, collectible in 2022, upon the taxable property in the City of Isanti, for the following purposes:

101	General Fund	\$ 2,150,000
920	Capital Maintenance	451,900
425	Street Construction	295,000
108	EDA	98,038
101	Abatement Levy	13,763
931	2014A GO Tax Abatement Bond	223,821
932	2014B GO Improvement Bond	49,329
	Total Levy	\$ 3,281,851

The City Clerk is hereby instructed to transmit a certified copy of the resolution to the Isanti County Auditor, Isanti County, Minnesota.

This resolution is duly adopted by the Isanti City Council this 7th day of December 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION NO. 2021-XXX

ADOPTING THE FINAL 2022 ENTERPRISE FUND BUDGETS

BE IT RESOLVED, by the City Council of the City of Isanti, County of Isanti, Minnesota that the following budget for the year 2022 is approved:

<u>Enterprise Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Water Fund	\$ 1,765,464	\$ 2,175,638
Sewer Fund	\$ 2,040,159	\$ 2,296,896
Storm Water Fund	\$ 404,800	\$ 213,668
Liquor Fund	\$ 4,386,054	\$ 4,405,728

This resolution is duly adopted by the Isanti City Council this 7th day of December, 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION NO. 2021-XXX

APPROVING A COST OF LIVING ADJUSTMENT (COLA) FOR NON-UNION EMPLOYEES

WHEREAS, Section 6 of the Personnel Policy provides that employees may receive a cost of living adjustment (COLA) to their wage on January 1st of each year if the COLA has been approved by resolution of the City Council for the given budget year; and

WHEREAS, the 2022 budget includes a COLA of 3.0% for non-union employees; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, **Minnesota** to hereby approve a 3.0% Cost of Living Adjustment to all non-union employees for budget year 2022.

This resolution was duly adopted by the Isanti City Council this 7th day of December, 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

APPROVING PURCHASE OF PROPERTY OWNED BY HOBBY FARMS INC.

WHEREAS, the City is interested in purchasing the property legally described as:
THE SOUTH 295.16 FEET OF THE NORTH 441.28 FEET OF OUTLOT D, ISANTI CENTENNIAL COMPLEX.

within Isanti County, Minnesota identified as tax ID number 16.090.0102 (the “Property”); and,

WHEREAS, the owner of the Property, Hobby Farms Inc., has offered to sell the Property to the City for the purchase price of \$1,510,000.00; and,

WHEREAS, the City Council discussed this purchase in closed session on July 6th, July 20th, August 17th, September 7th, September 21st and October 5th of 2021; and,

WHEREAS, the Purchase Agreement for said purchase is attached; and,

WHEREAS, funding for this purchase will come from Fund 920, and is ultimately identified as the proceeds from the sale of the Fire Station and old Liquor Store (PID 16.053.0070), and;

WHEREAS, the Finance Director is authorized to allocate the proceeds from the sale of PID 16.053.0070 to Fund 920 to partially fund the purchase of the Property;

NOW, BE IT HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to purchase the Property in an amount not to exceed \$1,510,000.00 to purchase the Property, together with payment of such incidental and necessary costs of closing as may be incurred relative to purchase of the Property identified by tax ID number 16.090.0102 is hereby authorized;

IT IS HEREBY FURTHER RESOLVED that City Staff and Officials shall proceed with the acquisition of the Property as herein provided, and the Mayor and City Administrator are authorized to sign any and all documents necessary or convenient to complete the acquisition subject to the satisfactory review of title work and transfer documents by City Attorney, or designee.

This Resolution is hereby approved by the Isanti City Council this 7th day of December, 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

PURCHASE AGREEMENT

THIS AGREEMENT is made as of _____, 2021 (the “Effective Date”) between **Hobby Farms Plus Inc.**, (“Seller”), and the **City of Isanti**, a Minnesota municipal corporation (“Buyer”).

RECITALS:

A. Seller is the fee owner of the parcel of property located in Isanti County, Minnesota (“Property”), the legal description of which is as follows:

See attached Exhibit A.

B. Seller wishes to convey, and Buyer wishes to purchase the Property, as illustrated in the attached Exhibit B, together with all rights, privileges, easements, and appurtenances belonging thereto.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase of Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property including all easements and rights of every kind and nature benefiting or appurtenant to the Property, subject to the Permitted Encumbrances as provided herein.

2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$1,510,000.00), and shall be paid to Seller at closing, subject to the terms of this Agreement.

Earnest Money. Within 14 business days after the Effective Date, Buyer must deposit the sum of \$10,000.00 (the "Earnest Money") with a title company of its choice ("Escrow Agent"). At Closing, Escrow Agent shall disburse to Seller the Earnest Money and Buyer shall receive a credit against the Purchase Price in an amount equal to the amount of the Earnest Money.

3. Buyer Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:

- a. Representation and Warranties.** The representations and warranties of Seller contained in this Agreement must be accurate in all material respects now and on the Closing Date as if made on the Closing Date.
- b. Title.** Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 6 below.
- c. Performance of Seller's Obligations.** Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required by this Agreement.
- d. Inspection.** Buyer shall have the right to enter the Property through December 16th 2021 (the "Due Diligence Period") and perform such surveys, tests and investigations as Buyer deems advisable, all at Buyer's sole expense. Buyer shall keep the Property free from mechanic's liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work. Buyer shall determine, in its sole judgment, whether the condition of the Property is suitable for Buyer's intended use, and may terminate this Agreement without liability through the end of the Due Diligence Period

If any contingency set forth above has not been satisfied on or before the Closing Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Upon such termination, the Earnest Money shall be refunded to Buyer and neither party will have any further rights or obligations regarding this Agreement or the Property. All the contingencies set forth in this Section are for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to waive any contingency by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement ("Closing") shall be held at such place as may be agreed upon by the parties, on or before, December 17th 2021 ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller and the following closing documents shall be executed and delivered.

- a. Seller shall deliver a warranty deed conveying the Property to Buyer, free and clear of all encumbrances, except the following "Permitted Encumbrances":
 - (1) Property taxes and special assessments to be paid in accordance with this Agreement; and
 - (2) Building codes and laws and ordinances relating to zoning and land use.
- b. A title insurance policy, or a suitably marked-up commitment for title insurance initialed by the Title Company, in the form required by this Agreement. The title commitment is a document that states that a title company is willing to provide title insurance coverage. This document is provided to the purchaser prior to closing and lists all the potential exclusions, exceptions, and issues noted by the title company. This commitment does not guarantee that no issues will crop up in the future, but it will list potential issues that the title company sees with the property.
- c. An Affidavit by Seller indicating no adverse matters.
- d. A closing statement detailing the financial terms of the closing.
- e. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.

5. Costs and Prorations. Seller and Buyer agree to the following prorations and allocation of costs:

- a. **Title Insurance and Closing Fee.** Seller will pay all costs of issuing the title insurance commitment. Buyer will pay all title insurance premiums and surcharges required for the issuance of any title insurance policy. Buyer and Seller will each pay one half of all reasonable and customary closing fees charged by the Title Insurer.
- b. **Documentary Taxes.** Seller shall pay the state tax for the deed to be delivered by Seller under this Agreement.
- c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due and payable in 2021 shall be prorated by Seller and Buyer to the Closing Date based upon a calendar fiscal year. Any deferred property taxes or otherwise unpaid taxes, penalties and interest accrued prior to 2021 shall be paid by Seller. Buyer shall pay all special assessments levied or pending against the Property as of the date of this Agreement.
- d. **Attorney's Fees.** Each party will pay its own attorney's fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

6. **Title.**

- a. **Quality of Title.** Seller shall convey good and marketable fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances.
- b. **Title Evidence.** Seller shall provide a Survey and obtain a Title Commitment for the most current form of ALTA owner's policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances. In the event a Survey, or any recertification thereof, shows any encroachments or any improvements upon, from, or onto the Property, or on or between any building setback line, lot line, or any easement, or other condition unacceptable to Buyer, in Buyer's sole discretion, said encroachment, easement, or other condition shall be treated in the same manner as Title Defect(s).
- c. **Buyer's objections.** Within twenty days after receiving the last of the Title Evidence, Buyer shall make written objections ("Objections") to the form and or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of Objections. Any matter

shown on such Title Evidence and not objected to by Buyer shall be deemed an additional “Permitted Encumbrance” hereunder. Seller shall have 30 days after receipt of the Objections to cure the objections, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Objections. If the Objections are not cured within such 30-day period, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:

- (1) Terminate this Agreement; or
- (2) Waive the objections and proceed to close, in which case such matters shall be deemed Permitted Encumbrances hereunder.

- d. **Title Policy.** Title Insurer shall deliver to Buyer at the closing a title policy issued pursuant to the commitment, or a suitably marked-up commitment initialed by the Title Insurer undertaking to issue such a title policy in the form required by the commitment as approved by Buyer.

7. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

- a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
- b. **Title to Property.** Seller owns the Property and will deliver it free and clear of all encumbrances except the Permitted Encumbrances.
- c. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property.
- d. **FIRPTA.** Seller is not a “foreign person,” “foreign partnership,” “foreign trust” or “foreign state” as those terms are defined in § 1445 of the Internal Revenue Code.
- e. **Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or the Property.
- f. **Hazardous Materials.** To Seller’s actual knowledge, without duty to investigate, no toxic or hazardous substances (including, with limitation, asbestos, urea foam formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. § 9601-9657, as amended) have been generated, treated, stored, released, or disposed of, or otherwise deposited in or located on the Property, including with limitation, the surface or subsurface waters of the Property, nor has any activity been undertaken on the Property which would cause (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. § 6901, et. seq., or any similar state law or local ordinance or any other environmental law; (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance, or any other environmental law; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 7401, et. seq., or any similar state law or local ordinance or any other environmental law. To the best of Seller’s knowledge: (i) there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements, and (ii) no underground deposits which cause hazardous wastes or underground storage tanks are located on the Property.

- g. Wells and Septic Systems.** Seller shall provide Buyer with a well disclosure statement and a septic system disclosure statement, which disclosure statements are incorporated in this Section by reference.
- h. Geothermal Heating & Cooling System.** Seller shall install component heat pumps, which have already been purchased and are currently onsite. Buyer shall be afforded opportunity to ensure proper installation and functioning of the completed upgrades prior to closing. Upon satisfactory completion of the improvements, Buyer shall give Seller written notice of acceptance.

Buyer shall be afforded opportunity to ensure proper installation and functioning of the completed upgrades prior to the end of the lease term, June 30th 2022. If the seller chooses to extend the lease thru either July 31st 2022 or August 31st 2022, the deadline to complete the geothermal improvements will be extended as well, coinciding with the final end date of the lease. If improvements by the Seller are not complete and accepted by the Buyer prior to Closing, \$10,000 will held in escrow, to be released to

the seller, upon satisfactory completion of the improvements. Buyer shall provide Seller and Escrow Agent written notice of acceptance. Written notice of acceptance will function as authorization to release the contingent \$10,000 held in escrow. Failure to complete the improvements will result in the escrow amount being released to the Buyer to fund completion of the improvements upon the completion of the lease term.

- i. **Carpeting.** Seller shall complete installation of purchased carpet in stairwell and second level of office space. Installation is to include matching carpet or vinyl wall base. Upon satisfactory completion of the improvements, Buyer shall give Seller written notice of acceptance.

Each of the representations and warranties contained herein shall survive the Closing.

8. Representations and Warranties by Buyer. Buyer has the requisite power and authority to enter into and perform this Agreement. This Agreement is subject to formal approval of the Isanti City Council.

9. Control of Property. Subject to the provisions of this Agreement, until the Date of Closing, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence or willful acts of Buyer, its agents, contractors, or employees, and except as may otherwise be provided by separate agreement between the Parties.

10. Lease. Buyer agrees to lease the Property to Seller from the date of Closing until June 30, 2022. Seller will have an option to extend the lease for up to two additional months, on a month by month basis. Said lease will be consistent with the term sheet in Exhibit C. On or before termination of the Lease, Seller shall remove any and all debris, junk, vehicles, machinery and similar items on the Property.

11. Broker's Commission. Seller and Buyer represent and warrant to each other that they have dealt with no broker, finder or other person entitled to a commission, finder's fee or similar fee in connection with this transaction.

12. Assignment. Neither party may assign its rights under this Agreement without prior written consent of the other party. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

13. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing.

14. Notices. Any notice required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to the specified addressee, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:	Hobby Farms Plus Inc. PO Box 90 Bethel, MN 55005-0090
If to Buyer:	Josi Wood City of Isanti 110 1 st Ave. N.W. P.O. Box 428 Isanti, MN 55040
With copy to:	Ratwik, Roszak & Maloney, P.A. Attention: Joseph Langel 444 Cedar St., Suite 2100 St. Paul, MN 55101

Notices shall be deemed effective on the earlier of the date of receipt, or in the case of such deposit in the mail or with an overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

15. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property.

16. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.

17. Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

18. Binding Effect. This Agreement binds and benefits the parties and their respective successors and assigns.

19. Remedies.

- a. Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer pursuant to Minnesota Statutes § 559.21. If Buyer fails to cure such default within 30 days of the date of such notice, this Agreement will terminate or Seller may sue for specific performance of this Agreement or actual damages caused by Buyer's default.
- b. Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default.

SELLER: Hobby Farms Plus Inc.

By: _____
Its:

Date: _____

By: _____
Its:

Date: _____

BUYER: City of Isanti

By: _____
Its: Mayor

Date: _____

By: _____
Its: City Administrator

Date: _____

**EXHIBIT A
TO PURCHASE AGREEMENT**

Legal Description

The South 295.16 feet of the North 441.28 feet of Outlot D, Isanti Centennial Complex,
Isanti County, Minnesota

Property ID is 16.090.0102.

**EXHIBIT B
TO PURCHASE AGREEMENT**

Illustration



**EXHIBIT C
TO PURCHASE AGREEMENT**

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement is between:

The **Lessor**, a Minnesota municipal corporation known as City of Isanti with a mailing address of 110 1st Ave NW, Isanti, Minnesota, 55040,

AND

the **Lessee**, a Minnesota corporation known as Hobby Farms Plus Inc. with a mailing address of 901 E. Dual Blvd. N.E., Isanti, Minnesota 55040.

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the entire industrial space located at 901 E. Dual Blvd. N.E., Isanti, Minnesota, 55040, including land and building, hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

TERM OF LEASE. This Lease shall commence on December 17, 2021, and expire at 11:59 p.m. on June 30, 2022. December 17, 2021 thru December 31, 2021 shall be referred to as the "Proration Period". January 1, 2022 thru June 30, 2022 shall be referred to as the "Initial Term".

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$2,000.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the first of every month.

PRORATION PERIOD. The Rent shall be prorated on a daily basis starting on December 17, 2021, until the start of the Initial Term beginning on January 1, 2022, referred to as the "Proration Period." During said period, the Lessee shall be able to take possession of the Premises and be required to make payment in the amount of \$967.80 ($2000/31 = 64.52$; $64.52 \times 15 = 967.80$) upon the execution of this Lease Agreement.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$30.00 in addition to any late fee.

LATE FEE. The Lessee shall be charged a late fee in the amount of \$200.00 per occurrence if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice to the Lessor no less than 15 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of two renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first renewal period shall begin on July 1, 2022, and end on July 31, 2022 with the Rent to be paid per month in the amount of \$2,000.00.

The second renewal period shall begin on August 1, 2022, and end on August 31, 2022, with the rent to be paid per month in the amount of \$2,000.00.

The Lease will end, in all circumstances, no later than 11:59 p.m. August 31, 2022.

EXPENSES.

The Parties shall pay the following costs at their expense:

GENERAL MAINTENANCE AREAS - The Lessee shall be responsible for all costs related to the snow removal, landscaping, trash removal, janitorial services, and security systems on the Premises. Utilization of the on-premise security system is not required but may be utilized at the Lessee's discretion and expense.

REAL ESTATE TAXES - Lessor shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during such term.

INSURANCE - The Lessor shall provide and maintain any personal liability and property damage insurance with no payment obligations by the Lessee. The Lessee shall provide certificate of insurance listing the Lessor as an additional insured at Lessee's expense.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: Electricity, Water, Sewer and Stormwater

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for the replacement of light bulbs, cleaning of windows, cleaning of bathrooms, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage are made in a timely fashion, including notice to the Lessor and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent.

Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the Lessor and Lessee fail to resolve the dispute through negotiation then the parties shall be allowed to submit their cases in accordance with the local court system.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with

respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises upon notice to and with Lessee present, for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Minnesota.

NOTICES. Notices shall be addressed to the following:

Lessor: City of Isanti

110 1st Ave. N.W., Isanti, MN 55040

Lessee: Hobby Farms Plus Inc.

901 E. Dual Blvd N.E., Isanti, Minnesota, 55040

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

CITY OF ISANTI

Signature _____ Date _____
Josi Wood, City Administrator

HOBBY FARMS PLUS, INC.

Signature _____ Date _____
Brad Lonergan, CEO



Memo for City Council

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: December 7, 2021
Subject: Ordinance 2021-XXX Stormwater, Chapter 281

Background:

Staff completed the Stormwater rate study and recommends a reduction over the next three-year cycle.

The fees are as follows:

Stormwater Rate Table

Year	Equivalent Residential Unit Rate (per month)
2021	\$ 8.12
2022	\$ 6.50
2023	\$ 5.52
2024	\$ 4.97

The Ordinance draft has been reviewed by Committee of the Whole and posted for the required 10 – day notice period.

Request:

Staff is requesting action on this item.

Attachment:

- ORD 2021-XXX

ORDINANCE NO. XXX

**AN ORDINANCE AMENDING ORDINANCE NO. 684, ADOPTED ON JANUARY 2,
2018 AND TITLED STORMWATER**

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 1- Amendment. Ordinance No. 684 is hereby amended to include tables set forth below.

**Chapter 281
STORMWATER**

**Appendix A
Stormwater Rate Table**

Year	Equivalent Residential Unit Rate (per month)
2021	\$ 8.12
2022	\$ 6.50
2023	\$ 5.52
2024	\$ 4.97

Section 2- Effective Date.

This ordinance shall take effect upon its adoption and publication in the City's official newspaper.

Adopted by the City Council this 7th day of December 2021

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Adopted on:
Published on:
Effective Date:



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: December 7th, 2021
Subject: Request by Ever Cat Fuels, LLC for a Conditional Use Permit Amendment, said request is to modify site plans and operations for a biodiesel distillation system

Background: A presentation was given at the November 16, 2021 Planning Commission Meeting by the City's Community Development Specialist in regards to the Conditional Use Permit Amendment for Ever Cat Fuels, LLC. Ever Cat Fuels would like to modify their site plans with the intent of further distilling their product. Ever Cat would be relocating a thermal oxidizer, adding a concrete pad, installing a distillate tank, wastewater tank and residue tank as well as providing storage for the product. Outdoor Storage was discussed at the meeting and was determined that it is allowed in the Industrial District with a Conditional Use Permit and that regulations storage will be added to the existing CUP. A representative for Ever Cat Fuels presented at the meeting the concept plan of the site and answered questions related to the purpose of the site modifications and intent of storage. Fire safety conditions were also discussed and added to the existing CUP and were taken into consideration for the outdoor storage of materials.

At the November 16th Planning Commission Meeting, there was nobody present at the public hearing to speak on the CUP Amendment.

The City of Isanti Planning Commission approved the Conditional Use Permit Amendment at the November 16th Planning Commission Meeting. Motion of approval passed with a vote of 7-0.

Request: Consider adopting the attached findings of fact/conclusion and resolution.

Attachments

- Findings of Fact/Conclusion
- Resolution
- Planning Commission Report with Exhibits

<p style="text-align: center;">FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT AMENDMENT – EVER CAT FUELS</p>

Request

Request by Ever Cat Fuels, LLC for a Conditional Use Permit Amendment for site plan modifications and operations for a biodiesel distillation system located at 100 Isanti Pkwy NE.

Findings of Fact

1. The applicant is requesting approval of a Conditional Use Permit Amendment for site plan modifications and operations for a biodiesel distillation system located at 100 Isanti Pkwy NE.
2. The Property is zoned I-1, Industrial Park District.
3. A public hearing on the matter was scheduled before the City of Isanti Planning Commission on November 16, 2021 at 7:00 p.m. at City Hall within the City Council Chambers.
4. Notice of the Conditional Use Permit Amendment application was published with the *County Star* on November 4, 2021. Notices were sent to all property owners located within 350 feet of the aforementioned address.
5. Section 21, Article 2, Subd. 3D of the Zoning Ordinance establishes factors that the judgement of the Planning Commission shall be based upon when reviewing a Conditional Use Permit Amendment request.
6. On October 16, 2007 the Isanti City Council approved a Conditional Use Permit for Ever Cat Fuels, LLC for a Bio-Diesel Plant to be located at 100 Isanti Pkwy NE through Resolution No. 2007-245.
7. On May 6th, 2014 the City Council passed a Conditional Use Permit Amendment to modify the terms of the original CUP to address odors and public safety through Resolution No. 2014-108.
8. On November 16th, 2021 the City of Isanti Planning Commission approved the Conditional Use Permit Amendment to modify site plans with conditions listed in the November 16th staff report and passed with a 7-0 vote.

Conclusions

In review of the standards established in Section 18, Subdivision 7; the following conclusions have been made (*conclusions to each requirement are shown in italics*):

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
The proposed uses for the site would be consistent with the goals and objectives of the comprehensive plan.
2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
The conditional use permit amendment meets the purpose and intent of this Ordinance and the Industrial Zoning District. The use of the site remains a bio-diesel plant and is permitted in the Industrial Zoning District with the Conditional Use Permit.
3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The conditional use permit amendment does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The intent of the conditional use amendment is to move existing equipment on site to make room for new equipment needed for the distillation process. The proposed site plans are not anticipated to diminish or impair property values of surrounding properties in the Industrial Park District.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The Conditional Use Permit Amendment will not impact any surrounding properties in their development and improvements. The site modifications are within the property lines and follow setbacks according to the industrial zoning district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
The additional distilling process of biofuel will not negatively impact the existing public facilities or services.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions of approval have been added to the CUP to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

8. The conditional use complies with the general and specific performance standards as specified by within this Article.
The conditional use complies with the performance standards of the Industrial District as specified by within the article.

Decision

The City of Isanti Planning Commission reviewed the request in a public hearing that was held on November 16, 2021. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Planning Commission Recommendation:

Motion by Lundeen, seconded by Collison to recommend approval of the Conditional Use Permit Amendment. Motion passed 7-0.

RESOLUTION 2021-XXX

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT, FOR SITE PLAN MODIFICATIONS AND OPERATIONS FOR A BIODIESEL DISTILLATION SYSTEM FOR EVER CAT FUELS LLC

WHEREAS, Ever Cat Fuels, LLC (applicant) has requested approval for a Conditional Use Permit Amendment for site plan modifications and operations for a biodiesel distillation system located at 100 Isanti Pkwy NE; and,

WHEREAS, the property is zoned I-1, Industrial Park District; and,

WHEREAS, the City Council of the City of Isanti approved a Conditional Use Permit and Site Plan Review for a bio-diesel plant on October 16th, 2007 through Resolution No. 2007-245; and,

WHEREAS, the City Council of the City of Isanti amended the Conditional Use Permit to modify the terms of the original CUP to address odors and public safety through Resolution No. 2014-108; and

WHEREAS, under Isanti Zoning Code Section 21, Article 2 Subdivision 5, a Conditional Use Permit Amendment is required to obtain approval of the Planning Commission and City Council; and,

WHEREAS, the City of Isanti Planning Commission held a public hearing to consider the proposed Amendment to the Conditional Use Permit set forth in Resolution No. 2007-245 and Resolution No. 2014-108 on November 16th, 2021 and pursuant to said hearing recommends approval of the proposed amendment to the conditional use permit to include the additional provisions set forth as conditions 14-16; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that the Ever Cat Fuels, LLC request for a Conditional Use Permit and Site Plan Review for a Bio-Diesel Plant originally approved pursuant to Resolution No. 2007-245 and recently amended per Resolution 2014-108 be hereby amended to include all of the following conditions:

1. The number of 9,000 gallon tankers coming and leaving the site on a given day shall not exceed nine (9), which would accommodate the maximum amount indicated by the petitioner of 30,000,000 gallons per year of bio-diesel. If additional truck trips are necessary, the petitioner shall request an amendment to the Conditional Use Permit.
2. The petitioner shall submit drawings or specification sheets for the fencing that will surround the property for review and approval by City Staff prior to construction.
3. The petitioner shall meet the requirements of the City Engineer as outlined in the MFRA memo dated 9.28.2007. The petitioner shall receive approval of all engineering plans prior to construction.

4. The engineering drawings shall be signed by a licensed Civil Engineer prior to City Engineer approval.
5. The petitioner shall satisfy all MPCA requirements as stipulated within the e-mail dated September 21, 2007. The petitioner shall provide proof of compliance with all MPCA rules and regulations, such documentation shall be submitted to the City.
6. The petitioner shall meet any additional requirements as stipulated by the City Administrator, City Engineer, and the MPCA.
7. The petitioner shall comply with Isanti Ordinance Number 420 related to storm water management practices, including the prohibition on causing illegal discharges to the City stormwater system, and no product from the facility's manufacturing process shall be discharged to the City stormwater or ponding system.
8. The petitioner's discharge to the city sanitary sewer system shall be limited to domestic waste water, including wastewater from restrooms, laundry facilities, kitchen areas and housekeeping wash water. The petitioner shall implement housekeeping practices, including spill response practices as required by state law, to ensure that wash water from production areas does not include any avoidable amount of products used in the manufacturing process or the product of the manufacturing process.
9. All costs associated with maintenance/repair of city infrastructure due to violations of Isanti Ordinance Number 420 or the discharge of nondomestic wastewater, including products used in the manufacturing process or the product of the manufacturing process, that obstruct the flow in City sewers shall be paid by Ever Cat Fuels within 30 days of notice from the City.
10. All incidents (as defined herein), shall be reported to the City of Isanti's Mayor, City Administrator, Assistant City Administrator or Community Development Director or his or her designee within 12 hours of the knowledge of an occurrence.
11. Incidents shall be defined as:
 - a. Discharge of illegal substances to the City stormwater system or any discharge to the City sanitary system of nondomestic wastewater, including products used in the manufacturing process or the product of the manufacturing process.
 - b. Fires or explosions.
 - c. Fugitive odors - i.e. the release of offensive or noxious odors into the atmosphere.
 - d. Ongoing MPCA or other environmental agency investigations and/or citations.
12. Ever Cat Fuels LLC shall notify the City of Isanti's Mayor, City Administrator, Assistant City Administrator or Community Development Director or his or her designee at least 24 hours in advance of any predictable incidents via email or other written communication.
13. In accordance with Minnesota law, the breach of the conditions of the Conditional Use Permit may under certain circumstances be grounds for amendment or revocation of the Conditional Use Permit.
14. Outdoor storage of materials must follow City Ordinances Section 13, Article 2, Subd 15.
15. Any additional structure provided on site for the storage of materials must meet current State Building Code regulations and plans must be reviewed for approval by the City's Building Official and Fire Chief.

16. Site must comply with the Minnesota State Fire Code Chapter 1: Uniform fire safety standards, Chapter 50: Hazardous materials, Chapter 57: Flammable and Combustible Liquids, and Chapter 104.7.2: Technical Assistance.

This Resolution is hereby approved by the Isanti City Council this 7th day of December, 2021

Mayor Jeff Johnson

Attest:

Jaden Strand

City Clerk



MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: November 16, 2021

SUBJECT: Request by Ever Cat Fuels, LLC for a Conditional Use Permit Amendment, said request is to modify site plans and operations for a biodiesel distillation system

Overview/Background

The applicant, Ever Cat Fuels, LLC is requesting to amend their Conditional Use Permit for their site at 100 Isanti Pkwy NE. Ever Cat Fuels is proposing to change their site plans and process of distilling biofuels as well as providing an outdoor storage structure to contain materials. The project was designed to further distill biodiesel produced by the plant but is not intended to change the total amount of biodiesel produced. In order to change the site plans and provide outdoor storage, a Conditional Use Permit Amendment is needed for review of city staff, the Planning Commission and City Council. The Conditional Use Permit has been amended in the past, the history of this is described below:

On October 16, 2007 the Isanti City Council approved a Conditional Use Permit (CUP) for Ever Cat Fuels, LLC for a Bio-Diesel Plant to be located on the property at 100 Isanti Parkway NE through Resolution No. 2007-245.

The City Council at their regularly scheduled meeting on April 1, 2014 had requested that the Planning Commission review and provide recommendations to the City Council on amendments to the CUP set forth in Resolution No. 2007-245 to address past complaints of fugitive odors coming from the Ever Cat premises. It has raised City Council concerns over public safety, environmental contamination and compliance with the terms of the CUP.

On May 6th, 2014, principals from Ever Cat Fuels, LLC and representatives from the City of Isanti met to discuss changes to the conditions set forth in Resolution No. 2007-245. The parties were able to reach a mutual agreement to modify the terms of the CUP to address odors and public safety.

Analysis

The applicants have submitted a project proposal for the distillation system, which included the current site plans and proposed site plans for the project:

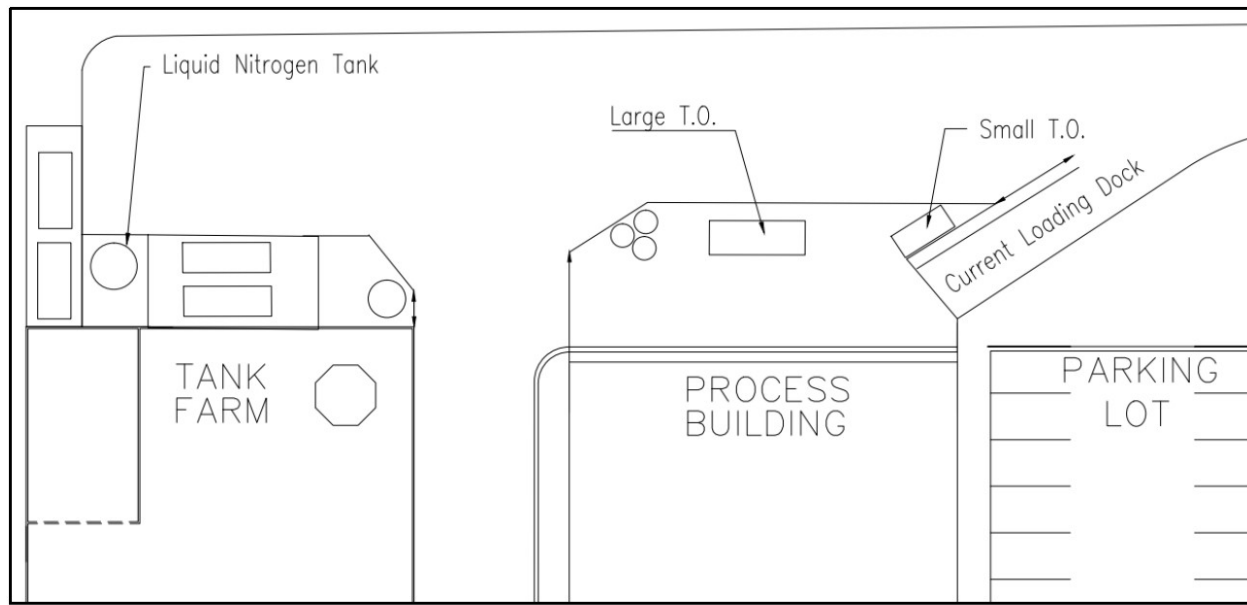


Figure 2: Current Site Plan of Cooling System at Ever Cat Fuels

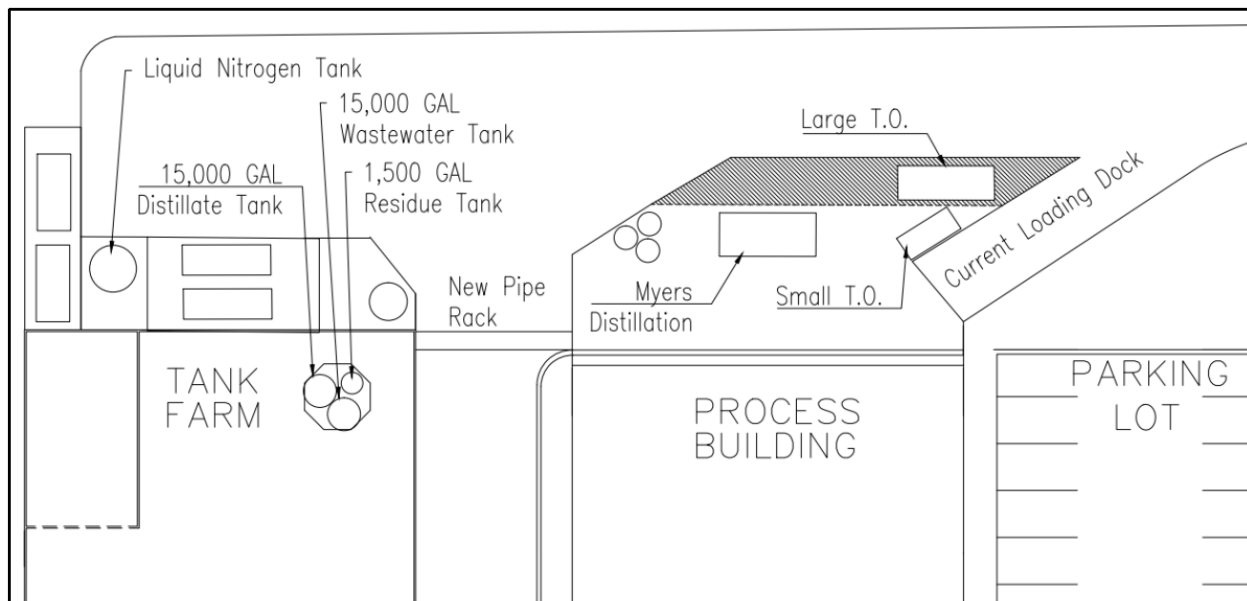


Figure 3: Proposed Site Plan for Distillation Systems at Ever Cat Fuels

The proposed site plans indicate an addition of the Myers Distillation System to the North of the Process Building, a new concrete pad for the relocation of the Large Thermal Oxidizer, as well as the addition of a distillate tank, wastewater tank, and residue tank to be placed on an existing octagonal concrete pad in the tank farm. This process will distill the biofuel to provide a product that is lighter in color and more desirable for consumers. City staff met on site with representatives of Ever Cat Fuels, LLC to understand the distillation process and site plan modifications. These site plan modifications will not alter traffic circulation for trucks entering and exiting the site.

After visiting the site, city staff would suggest adding the following conditions to the existing Conditional Use Permit:

- Outdoor storage of materials must follow City Ordinances Section 13, Article 2, Subd 15.
- Any additional structure provided on site for the storage of materials must meet current State Building Code regulations and plans must be reviewed for approval by the City's Building Official and Fire Chief.
- Site must comply with the Minnesota State Fire Code Chapter 1: Uniform fire safety standards, Chapter 50: Hazardous materials, Chapter 57: Flammable and Combustible Liquids, and Chapter 104.7.2: Technical Assistance.

The structure intended to be built on site shall follow the Outdoor Storage regulations set in City Ordinances Section 13, Article 2, Subd 15:

Subdivision 15: Outdoor Storage

- A. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
The storage container/shed will be located on a concrete surface.
- B. Outside storage area shall not be placed within required parking or loading areas, which are deemed necessary to meet code requirements.
The location of the storage will not impact existing parking or loading areas of the bio-fuel trucks.
- C. Outside storage areas shall be located within the rear yard; however, outdoor storage may be located within the side yard, providing the side yard is not adjacent to or across the street from any residentially zoned property.
The location of the storage will be on the north end of the site (in the rear yard) and will not be located near any residential zoned areas.
- D. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.
The storage will be located in an area where it will be screened by existing equipment, fencing and vegetation and will not need any additional screening per the city's zoning ordinances.
- E. Cars, vans, and pickup trucks parked outside and used by employees and/or visitors in the normal course of business operation will not be construed as outdoor storage. Further, outside parked trucks and semitrailers used in conjunction with normal business activities will not be construed to be outdoor storage provided (a) the total number of trucks and semi-trailers does not exceed the number of docks and/or bay doors; (b) such vehicles are currently licensed by the State of Minnesota and are in the process of delivering or picking up goods or materials, and (c) such use is not construed as an operation listed as a

conditional use in the industrial zone. All other vehicles and/or equipment associated with the business shall meet the fencing and screening requirements as stipulated within this ordinance.

Trucks on site are used for collecting product or waste and will not be used as permanent outdoor storage.

The current Conditional Use Permit includes the following conditions:

1. The number of 9,000-gallon tankers coming and leaving the site on a given day shall not exceed nine (9), which would accommodate the maximum amount indicated by the petitioner of 30,000,000 gallons per year of bio-diesel. If additional truck tips are necessary, the petitioner shall request an amendment to the Conditional Use Permit.
2. The petitioner shall submit drawings or specification sheets for the fencing that will surround the property for review and approval by City Staff prior to construction.
3. The petitioner shall meet the requirements of the City Engineer as outlined in the MFRA memo dated 9.28.2007. The petitioner shall receive approval of all engineering plans prior to construction.
4. The engineering drawings shall be signed by a licensed Civil Engineer prior to City Engineer approval.
5. The petitioner shall satisfy all MPCA requirements as stipulated within the e-mail dated September 21, 2007. The petitioner shall provide proof of compliance with all MPCA rules and regulations, such documentation shall be submitted to the City.
6. The petitioner shall meet any additional requirements as stipulated by the City Administrator, City Engineer, and the MPCA.
7. The petitioner shall comply with Isanti Ordinance Number 420 related to stormwater management practices, including the prohibition on causing illegal discharges to the City stormwater system, and no product from the facility's manufacturing process shall be discharged to the City stormwater or ponding system.
8. The petitioner's discharge to the city sanitary sewer system shall be limited to domestic waste water, including wastewater from restrooms, laundry facilities, kitchen areas and housekeeping wash water. The petitioner shall implement housekeeping practices, including spill response practices as required by state law, to ensure that wash water from production areas does not include any avoidable amount of products used in the manufacturing process or the product of the manufacturing process.
9. All costs associated with maintenance/repair of city infrastructure due to violations of Isanti Ordinance Number 420 or the discharge of nondomestic wastewater, including products used in the manufacturing process or the product of the manufacturing process, that obstruct the flow in City sewers shall be paid by Ever Cat Fuels within 30 days of notice from the city.
10. All incidents (as defined herein) shall be reported to the City of Isanti's Mayor, City Administrator, Assistant City Administrator or Community Development Director or his or her designee within 12 hours of the knowledge of an occurrence.
11. Incidents shall be defined as:
 - a. Discharge of illegal substances to the City stormwater system or any discharge to the City sanitary system of nondomestic wastewater, including

- products used in the manufacturing processor the product of the manufacturing process.
- b. Fires or explosions.
 - c. Fugitive odors – i.e. the release of offensive or noxious odors into the atmosphere.
 - d. Ongoing MPCA or other environmental agency investigations and/or citations.
12. Ever Cat Fuels LLC shall notify the City of Isanti’s Mayor, City Administrator, Assistant City Administrator or Community Development Director or his or her designee at least 24 hours in advance of any predictable incidents via email or other written communication.
13. In accordance with Minnesota law, the breach of the conditions of the Conditional Use Permit may under certain circumstances be grounds for amendment or revocation of the Conditional Use Permit.

Staff Recommendation: After reviewing the modified site plans for the biofuel distillation system, staff believes that this process will benefit Ever Cat Fuels without risking the safety of the surrounding business or the public. Staff recommends approval of the Conditional Use Permit Amendment with the following conditions:

- Outdoor storage of materials must follow City Ordinances Section 13, Article 2, Subd 15.
- Any additional structure provided on site for the storage of materials must meet current State Building Code regulations and plans must be reviewed for approval by the City’s Building Official.
- Site must comply with the Minnesota State Fire Code Chapter 1: Uniform fire safety standards, Chapter 50: Hazardous materials, Chapter 57: Flammable and Combustible Liquids, and Chapter 104.7.2: Technical Assistance.

Attachments

- Project Proposal
- Fire Chief Memo

PROJECT PROPOSAL

Biodiesel Distillation Project

Ever Cat Fuels, LLC

Proposal Prepared by

Nhan Tran

Andrew Johnson

10/22/2021



Letter of Transmittal

October 22, 2021

Sheila Sellman
City of Isanti
Isanti, MN 55040

Dear Ms. Sellman,

We are submitting the attached engineering proposal titled Biodiesel Distillation. This project was designed to further distill biodiesel produced by the plant. This project does not change the total amount of biodiesel produced by Ever Cat Fuels.

This proposal presents the engineering design for a biodiesel distillation system. This proposal includes operating conditions, required system cooling, and the site modification plan.

Please do not hesitate to contact us directly if you have any question regarding to the attached proposal.

Thank you,

Nhan Tran

100 Isanti Parkway NE
Isanti, MN 55040
Direct: (763) – 452 – 7272
Email: nhantran@evercatfuels.com

Andrew Johnson

100 Isanti Parkway NE
Isanti, MN 55040
Direct: (763) – 452 – 7273
Email: andrewjohnson@evercatfuels.com

Ever Cat Fuels, LLC Team:

Larry McNeff – Chief Executive Manager
Clayton McNeff – Chief Science Officer
Steven Rupp - Vice President
Mitch Gerold – General Manager

Derrick Knapp – Plant Manager
Nick Juhl – Maintenance Manager
Andrew Johnson – Process Engineer
Nhan Tran – Process Engineer

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1.0 Introduction

1.1 Facility Information

Ever Cat Fuels, LLC (Ever Cat) operates a 3.1 million gallon per year biodiesel production facility. Biodiesel at the facility is produced using the Mcgyan® Process. The patented process performs a catalytic conversion of waste vegetable oil into biodiesel by trans-esterification. Methanol is added to the process to achieve the appropriate reaction. Residual and unreacted methanol is recovered and recycled back into the process after purification through distillation.

1.2 Project Information

The goal of this proposal is to produce a fuel which is lighter in color. This will be done by adding a distillation system, which will further process and purify the biodiesel which is already produced at the facility. This project does not change the total amount of fuel produced per year by Ever Cat Fuels, LLC.

The proposed distillation method is the Myers Macro-36 Centrifugal Distillation System (Figure 1). This equipment works by injecting preheated biodiesel onto the center of a spinning, heated disk. The centrifugal force moves the fuel out towards the edge of the disk, resulting in a hot thin film. From there, the lighter biodiesel evaporates off the plate and condenses on the dome surface where it is then transferred to a storage tank. The biodiesel vapor is condensed using water/glycol heat transfer fluid using a cooling loop. The heavier phase fuel falls off the edge of the spinning disk and is transferred into a separate storage tank. The system operates at high vacuum range that is driven by the oil ejector pump and followed by the mechanical vacuum pump. All outlet vapors from the mechanical vacuum pump will be captured and incinerated using the existing thermal oxidizers located at the facility.



Figure 1: Myers Macro-36 Distillation System

2.0 Proposed Site Modifications

To achieve the goal of this project, some minor site modifications are required. The following plan describes the proposed site modifications. Figures 2 and 3 show the north side of the Ever Cat Fuels site before and after the project, respectively. Site modifications include the addition of one new concrete pad (hatched area in Figure 3) to be poured. The new pad dimensions are 66' x 11' x 13". The total surface area that will be poured is 720 ft² and will be located to the north of the existing pad as shown in Figure 3. Some of the existing asphalt (approximately 6" thick) will need to be removed before the pad is poured. A new 15,000-gallon wastewater tank will be added in the tank farm. Once the new pad is cured, the primary thermal oxidizer (large TO) will be relocated to that pad in an orientation as shown in Figure 3. The piping configurations for the two thermal oxidizers will remain the same. This modification leaves a space where the heated container will be installed to store the Myers distillation system. The container is a high cube type with external dimensions of 20' x 8' x 9'6".

In addition, modifications to the tank farm are proposed to install new biodiesel storage tanks for the Myers distillation system and a new wastewater tank. One biodiesel storage tank will be for biodiesel distillate product with a dimension of 11' x 21'. This tank and a tank for biodiesel residue with a dimension of 6' x 8' will share an existing cement pad with a new 11' x 21' wastewater tank as shown in Figure 3. The proposed pad is also shown in Section 5, Figure 6. The biodiesel distillate tank is designed to have a volume of 15,000 gallons. The residue tank is designed to have a volume of 2,500 gallons. A new pipe rack (22' x 14') is proposed to be installed across the truck driveway and it is designed to have three tiers that can hold either conduit or piping. The pipe rack is capable for future expansion and designed to have drilled holes for additional horizontal supports if needed. The wastewater currently being transferred from T-118 into the portable tanker trailer will now be transferred via the pipe rack to the new wastewater tank located in tank farm.

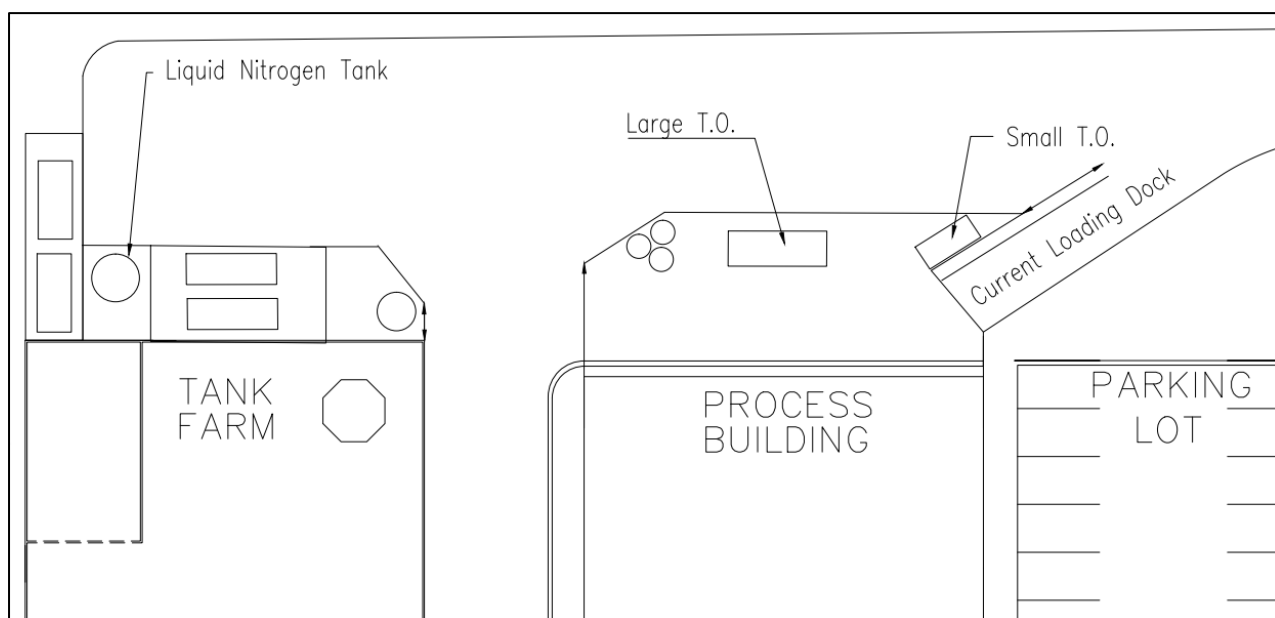


Figure 2: Current Site Plan of Cooling System at Ever Cat Fuels

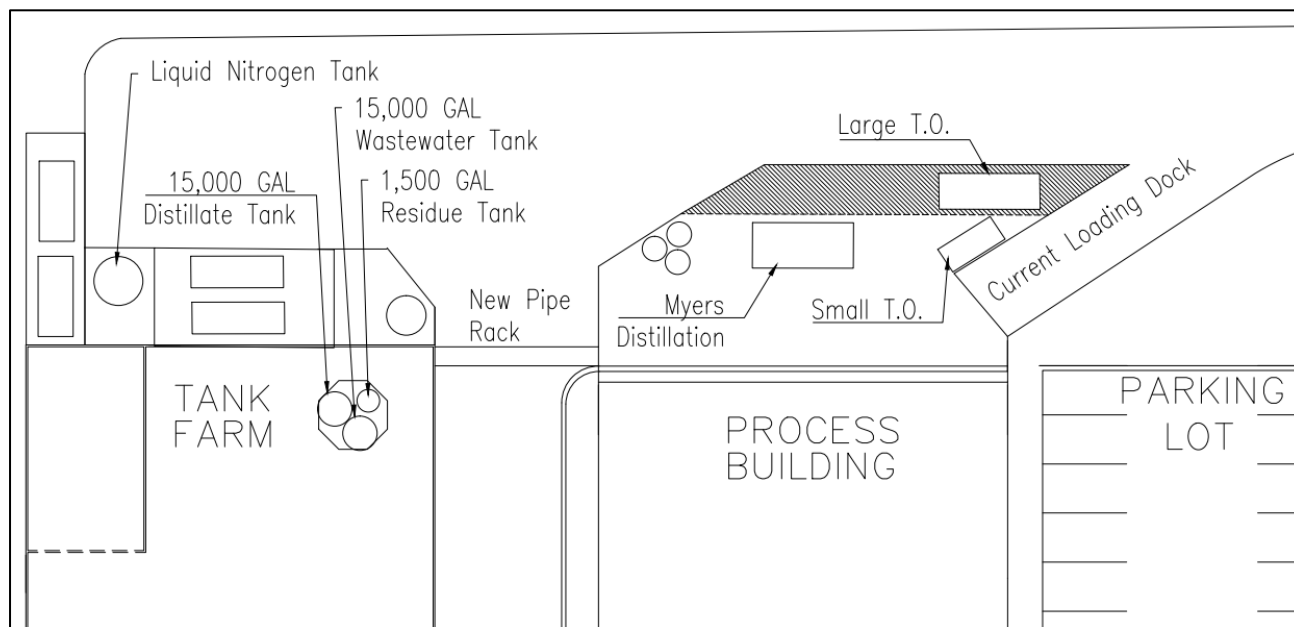


Figure 3: Proposed Site Plan for Distillation Systems at Ever Cat Fuels

3.0 Timeline and Gantt chart

Table 1 below shows a gantt chart for the proposed project. The chart is separated into standard calendar quarters, i.e., the first quarter is January, February, and March. According to the plan, final project design should wrap up by December of 2021. Ordering and collection of the individual components will occur in the winter and early summer. Installation of the system will begin in the summer of 2022.

Table 1: Distillation Project Gantt Chart

Tasks	2021				2022			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Initial Project Design								
Project Proposal Presentation								
Final Project Design and Development								
Ordering Components								
Installation								
Project Start-up								

4. Appendix

CONFIDENTIAL INFORMATION

Figure 4 below shows the proposed site for the Myers distillation system.



Figure 4: Future Location of Myers Distillation System

Figure 5 shows the proposed three tier pipe rack design.

CONFIDENTIAL INFORMATION

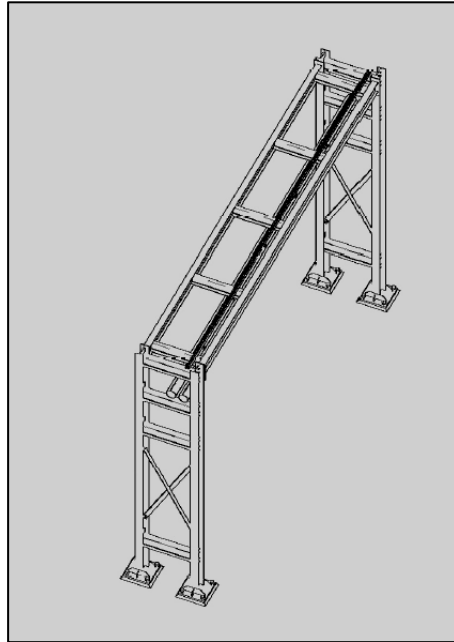


Figure 5: SafeRack 3-tier Pipe Rack

Figure 6 shows the existing tank pad to be used for the biodiesel distillate, biodiesel residue and wastewater tanks. The pad is located in the northeast corner of the tank farm. The existing tank shown in the photo will be repurposed.



Figure 6: An Existing Pad in Tank Farm Designated for Wastewater and Distillation Products

Figure 7 shows the high cube shipping container to be used to house the Myers distillation system on the north pad.

CONFIDENTIAL INFORMATION



Figure 7: high Cube Shipping Container Used to House Distillation System

November 12, 2021

City of Isanti Planning Commission
110 1st Ave NW
Isanti, MN 55040



RE: Ever Cat Fuels, LLC Biodiesel 2021 Distillation Project

City of Isanti Planning Commissioners,

I have met with and reviewed the proposed Conditional Use Permit Amendment for Ever Cat Fuels distillation project.

Isanti Fire approves the amendment application, pending compliance with the following Minnesota State Fire Code(s), pursuant to City of Isanti Code111-13, Adoption of Minnesota State Fire Code.

1. MSFC Chapter 1 | Uniform fire safety standards shall apply to administrative, operational and maintenance of existing structures, facilities and conditions
2. MSFC Chapter 50 | Hazardous materials- General Provisions
3. MSFC Chapter 57 | Flammable and Combustible Liquids; scope and application
4. MSFC 104.7.2 | Technical Assistance. Owner to seek qualified engineer approval of the proposal, equipment and operation to ensure compliance with MSFC.

Sincerely,

A handwritten signature in blue ink, appearing to be "Alan Jankovich", written over a faint circular stamp.

Alan Jankovich | Fire Chief
Isanti Fire District



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: December 7th, 2021
Subject: Rezoning PID's 16.134.0030, 16.134.0040, 16.134.0050, 16.134.0060 from B-2 General Commercial to R-3A Low Density Multiple-Family Residential.

Background: A presentation was given at the November 16, 2021 Planning Commission Meeting by the City's Community Development Specialist in regards to the rezoning of four parcels from B-2 General Commercial to R-3A Low Density Multiple-Family Residential. The applicant has previously gone through a Comprehensive Land Use Plan Amendment for these parcels, which was the first step towards guiding the parcels designation and will allow for a variety of housing types available to build on these parcels. The Comprehensive Land Use Plan Amendment was approved at the October 19th Planning Commission Meeting and November 2nd City Council Meeting. At these meetings it was discussed that surrounding residential property owners were in favor of the rezoning, as they would rather have houses next to them than a commercial business. At the November 16th Planning Commission Meeting, there was nobody present at the public hearing to speak on the rezoning of the parcels.

The City of Isanti Planning Commission approved the Rezoning of PID's 16.134.0030, 16.134.0040, 16.134.0050, and 16.134.0060 at the November 16, 2021 Planning Commission meeting. Motion for approval passed 7-0.

Request: Consider adopting the attached resolution

Attachments

- Resolution
- Planning Commission Report with Exhibits

RESOLUTION 2021-XXX

A RESOLUTION APPROVING A REZONING FOR PROPERTIES WITH PID 16.134.0030, 16.134.0040, 16.134.0050, AND 16.134.0060, FROM B-2 GENERAL COMMERCIAL TO R-3A LOW DENSITY MULTIPLE FAMILY RESIDENTIAL

WHEREAS, Kevin Johnson (applicant) has requested approval for a Rezoning for properties with PID 16.134.0030, 16.134.0040, 16.134.0050, and 16.134.0060; and,

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

WHEREAS, the designation of these parcels was changed with a Comprehensive Land Use Plan Amendment to be guided for Low Density Residential at the October 5th City Council Meeting; and,

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

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

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

WHEREAS, the City of Isanti Planning Commission recommended approval of the Rezoning on November 16, 2021; and,

WHEREAS, the City of Isanti City Council reviewed the requested Rezoning at its regularly scheduled meeting on December 7, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that it approves the Rezoning from B-2 General Commercial to R-3A Low Density Multiple Family Residential for the following properties: PID 16.134.0030, 16.134.0040, 16.134.0050, and 16.134.0060.

This Resolution is hereby approved by the Isanti City Council this 7th day of December, 2021

Mayor Jeff Johnson

Attest:

Jaden Strand

City Clerk



MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: November 16, 2021

SUBJECT: Request by Kevin Johnson for a Rezoning, said request is to change the designation from B-2 General Commercial to R-3A Low Density Multiple Family Residential for PID's 16.134.0030, 16.134.0040, 16.134.0050, and 16.134.0060.

Overview/Background

The applicant, Kevin Johnson is requesting to change the zoning district designation of four parcels from B-2 General Commercial to R-3A Low Density Multiple Family Residential. The applicant is seeking to develop these sites as residential and would need the zoning district designation to be changed in order to do so. A comprehensive land use plan amendment for the four parcels was approved at the September 21st Planning Commission Meeting and the October 5th City Council Meeting. Rezoning the parcels is the next step in the process prior to the submittal of site plans.

Vacant land and single-family houses are located to the south of the site. Prairie Senior Cottages is located to the west of the proposed site and Krayola Kids daycare is to the northeast of the site.

Analysis

"R-3A" Low Density Multiple Family Residential Standards: The "R-3A" Low Density Multiple Family District is designed to provide for low density areas, which accommodate a variety of housing types, to include detached and attached single-family, two-family, duplexes, and attached and detached townhomes. These districts are intended to function as a transition area between the less intense single-family developments and the more intense multiple family districts. This district promotes more walkable neighborhoods with a variety of housing types.

The applicant is intending to develop the parcels as low-density multiple family residential housing, with the concept plan of the site showing a density of 2.4 units/acre. This would meet the maximum density in the Comprehensive Plan for low-density residential of 3 dwelling units per acre.

The future lots shall have to follow the regulations set forth by R-3A Zoning District:

Subdivision 7: Lot Requirements and Setbacks

A. Minimum Lot Size Requirements.

Detached Single family	7,500 square feet
Two-family	7,000 square feet per unit
Townhomes, Attached and Detached	6,000 square feet per unit

B. Minimum Lot Widths and Depths.

Lot Width

Single-family	60 feet
Two-family	60 feet per unit
Over two-family	None

Rezoning: The parcels are currently zoned B-2 General Commercial with all surrounding parcels being zoned commercial as well. There are parcels zoned R-1, R-2, and R-3A directly across 8th Ave NE. There are two single family houses located directly to the south of the parcels intended to be rezoned. At the September 21st Planning Commission Meeting, the homeowners of the property directly south were present and stated that they were in favor of rezoning the parcels and that they would rather have houses neighboring their property and not a commercial business. The applicant letter states that since these four parcels do not have Highway 65 access and exposure, that this impacts the ability of the owner to sell or develop the property.

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

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

Staff Recommendation: The Comprehensive Land Use Plan housing goals identifies the east side of Highway 65 for residential development. The recent plats approved on that side of Highway 65 have been for low density single family traditional development and one plat was developed with detached townhome similar to this concept plan. If this designation changes to low density multiple family residential a buffer to the commercial developments and R-1 Zoning Districts shall be required as part of the development. Staff recommends approval of the rezoning and will review the merits of the development when plat applications are submitted. Approval of a rezoning shall require passage by a majority vote of the full City Council.

Attachments

- Applicant Letter
- Concept Plan

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

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

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

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

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

Reasons to approve the request

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

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

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

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

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

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

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

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

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





Real People. Real Solutions.

K.9. 7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

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

MEMORANDUM

Date: December 1, 2021
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Engineering Proposal for the South Brookview - Preliminary Engineering Report & the 2022 Pavement Management Project.
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present these proposals for professional engineering services for the South Brookview - Preliminary Engineering Report and the 2022 Pavement Management Project.

South Brookview - Preliminary Engineering Report:

The proposed project would rehabilitate the existing pavement in the South Brookview 1-4 Additions depicted on the attached map. These street segments are in poor condition and in need of surface rehabilitation. The 2019-2028 Capital Improvement Plan, adopted by the City, had this area scheduled for rehabilitation in 2020 but the project was determined to be shifted back to 2022.

Our scope of work will include the following:

- Survey the existing conditions
- Evaluate the type of rehabilitation needed on the street and curb & gutter.
- Evaluate the condition of the existing City utilities
- Create an Engineer's Estimate including testing and construction administration
- Prepare a Preliminary Engineering Report discussing our findings and meeting the requirements of the MS-429 assessment process.
- Create figures to supplement the report

We propose to complete the described scope of work for an hourly, not to exceed, fee of \$14,800.

2022 Pavement Management Project:

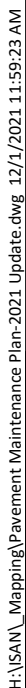
This project is the continuation of the City's pavement management program as identified in the 2019-2028 Capital Improvement Plan and as shown in the attached figure. This project also includes fog sealing the trail along South Passage, east of Whiskey Road.

Our scope of work will include the following:

- Evaluate need for seal-coat vs mill & overlay & curb replacement
- 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 \$49,700.

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 NO. 2021-XXX

AUTHORIZING ENGINEERING SERVICES FOR THE SOUTH BROOKVIEW IMPROVEMENTS PRELIMINARY ENGINEERING REPORT

WHEREAS, it is proposed to rehabilitate the pavement in the Brookview South 1st-4th Additions; and,

WHEREAS, the project is scheduled for construction in 2022 in the current Capital Improvement Plan; and,

WHEREAS, Special Assessments are proposed to fund a portion of the project; and,

WHEREAS, A Preliminary Engineering Report is the first required step in the special assessment process; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete the preliminary engineering report for an hourly, not to exceed, fee of \$14,800.

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 the proposed improvements and shall complete the preliminary engineering report as described in the supporting memo, for an hourly, not to exceed, fee of \$14,800.

This resolution was duly adopted by the Isanti City Council this 7th day of December 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION NO. 2021-XXX

AUTHORIZING ENGINEERING SERVICES FOR THE 2022 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 \$49,700; 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 \$49,700.

This resolution was duly adopted by the Isanti City Council this 7th day of December 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

City of Isanti

Check Register - Mayor/Council Approval
 Check Issue Dates: 11/17/2021 - 11/17/2021

Page: 1

Nov 17, 2021 10:49AM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/21	11/17/2021	57146	598	ASPEN MILLS INC	101-20200	107.70
11/21	11/17/2021	57147	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	662.47
11/21	11/17/2021	57148	1815	CENTURYLINK	609-20200	663.40
11/21	11/17/2021	57149	3112	CHERYLS ENTERTAINMENT, LLC	101-20200	300.00
11/21	11/17/2021	57150	8	DAHLHEIMER DISTRIBUTING CO	609-20200	7,554.55
11/21	11/17/2021	57151	2478	EAST CENTRAL ENERGY	101-20200	42.85
11/21	11/17/2021	57152	55	ECM PUBLISHERS INC	609-20200	413.00
11/21	11/17/2021	57153	2794	EMERGENCY EQUIPMENT CONNECTION INC	101-20200	1,170.60
11/21	11/17/2021	57154	949	GRAINGER INC	602-20200	717.18
11/21	11/17/2021	57155	739	HACH COMPANY	601-20200	406.72
11/21	11/17/2021	57156	1684	ISANTI COUNTY AUDITOR-TREASURER	609-20200	150.00
11/21	11/17/2021	57157	1563	ISANTI ELECTRIC INC	920-20200	8,245.00
11/21	11/17/2021	57158	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	405.45
11/21	11/17/2021	57159	5	KAWALEK TRUCKING	609-20200	878.80
11/21	11/17/2021	57160	1479	LOFFLER COMPANIES INC	108-20200	238.45
11/21	11/17/2021	57161	3096	MARIE RIDGEWAY LICSW LLC	101-20200	660.00
11/21	11/17/2021	57162	17	MCDONALD DISTRIBUTING CO	609-20200	7,889.80
11/21	11/17/2021	57163	2953	MIDCONTINENT COMMUNICATIONS	609-20200	623.33
11/21	11/17/2021	57164	823	MINNESOTA WISCONSIN PLAYGROUND	101-20200	1,374.92
11/21	11/17/2021	57165	2080	MVTL LABORATORIES INC	602-20200	346.09
11/21	11/17/2021	57166	3094	NORTH VALLEY, INC	425-20200	109,000.76
11/21	11/17/2021	57167	2553	O'REILLY	101-20200	26.48
11/21	11/17/2021	57168	2660	PRAIRIE SENIOR COTTAGES LLC	601-20200	30.00
11/21	11/17/2021	57169	2376	S & P GLOBAL RATINGS	931-20200	9,737.00
11/21	11/17/2021	57170	96	STREICHERS INC	101-20200	1,227.00
11/21	11/17/2021	57171	219	SURPLUS SERVICES	101-20200	50.00
11/21	11/17/2021	57172	2485	ULINE	609-20200	3,114.47
11/21	11/17/2021	57173	2027	US INTERNET	603-20200	57.80
11/21	11/17/2021	57174	427	VESSCO INC	601-20200	828.62
11/21	11/17/2021	57175	42	VIKING COCA-COLA BOTTLING CO	609-20200	122.05
11/21	11/17/2021	57176	4	WATSON CO INC	609-20200	1,226.25
11/21	11/17/2021	57177	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	747.00
Grand Totals:						159,017.74

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/21	11/23/2021	57178	851	CASH	101-20200	53.30
11/21	11/23/2021	57179	2807	DAUDT, BRANDON	101-20200	100.00
11/21	11/23/2021	57180	1941	DELTA DENTAL	861-20200	3,695.70
11/21	11/23/2021	57181	55	ECM PUBLISHERS INC	609-20200	170.00
11/21	11/23/2021	57182	912	FASTENAL COMPANY	602-20200	144.22
11/21	11/23/2021	57183	1682	FERGUSON WATERWORKS	601-20200	795.18
11/21	11/23/2021	57184	2898	HANSON, NATE	101-20200	104.98
11/21	11/23/2021	57185	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	17.08
11/21	11/23/2021	57186	1563	ISANTI ELECTRIC INC	920-20200	29,155.82
11/21	11/23/2021	57187	1978	JEFF BUSBY ENTERPRISES LLC	920-20200	42,500.00
11/21	11/23/2021	57188	2762	LEGACY SECURITY TECHNOLOGY INC	920-20200	2,308.10
11/21	11/23/2021	57189	616	MENARDS - CAMBRIDGE	101-20200	561.27
11/21	11/23/2021	57190	1536	MINNESOTA DEED	219-20200	833.33
11/21	11/23/2021	57191	2208	MINNESOTA EQUIPMENT INC	101-20200	54.10
11/21	11/23/2021	57192	1180	MLB PRINTING INC	609-20200	85.00
11/21	11/23/2021	57193	1845	MN DEPT OF TRANSPORTATION	425-20200	1,082.35
11/21	11/23/2021	57194	2080	MVTL LABORATORIES INC	601-20200	295.81
11/21	11/23/2021	57195	73	STAR	609-20200	143.60
11/21	11/23/2021	57196	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	619.00
11/21	11/23/2021	57197	2687	TRITECH SOFTWARE SYSTEMS	101-20200	8,827.28
11/21	11/23/2021	57198	1129	ZARNOTH BRUSH WORKS INC	603-20200	2,395.60
11/21	11/23/2021	57199	3026	ZEROREZ-MINNESOTA	101-20200	603.84

Grand Totals:

94,545.56

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
12/21	12/02/2021	57204	532	AMERICAN ENGINEERING TESTING INC	609-20200	4,581.00
12/21	12/02/2021	57205	598	ASPEN MILLS INC	101-20200	587.90
12/21	12/02/2021	57206	9	BERNICKS PEPSI-COLA	609-20200	12,800.00
12/21	12/02/2021	57207	1500	BOLTON & MENK INC	601-20200	50,859.00
12/21	12/02/2021	57208	2020	BOYLE, EUGENE	101-20200	3,649.60
12/21	12/02/2021	57209	602	BURNET TITLE	601-20200	23.39
12/21	12/02/2021	57210	2487	CAPITOL BEVERAGE SALES	609-20200	1,562.70
12/21	12/02/2021	57211	120	CONNEXUS ENERGY	101-20200	18,931.84
12/21	12/02/2021	57212	918	CRYSTAL SPRINGS ICE	609-20200	370.52
12/21	12/02/2021	57213	8	DAHLHEIMER DISTRIBUTING CO	609-20200	96,635.54
12/21	12/02/2021	57214	2933	FALCON NATIONAL BANK	609-20200	16,144.38
12/21	12/02/2021	57215	2830	GDO LAW	101-20200	4,083.33
12/21	12/02/2021	57216	134	GOPHER STATE ONE-CALL INC	601-20200	66.15
12/21	12/02/2021	57217	160	HAWKINS INC	601-20200	4,890.49
12/21	12/02/2021	57218	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	69.04
12/21	12/02/2021	57219	188	ISANTI COUNTY SHERIFF	101-20200	885.58
12/21	12/02/2021	57220	162	ISANTI RENTAL INC	101-20200	21.81
12/21	12/02/2021	57221	113	ISANTI TIRE & AUTO CARE INC	101-20200	7.00
12/21	12/02/2021	57222	7	JOHNSON BROTHERS LIQUOR CO	609-20200	117,800.36
12/21	12/02/2021	57223	5	KAWALEK TRUCKING	609-20200	529.00
12/21	12/02/2021	57224	1708	LILLEBOE, DAVE	601-20200	193.00
12/21	12/02/2021	57225	1479	LOFFLER -131511	108-20200	101.79
12/21	12/02/2021	57226	131	MACQUEEN EQUIPMENT INC	603-20200	252.92
12/21	12/02/2021	57227	1331	MAGER, JIM	101-20200	103.18
12/21	12/02/2021	57228	17	MCDONALD DISTRIBUTING CO	609-20200	71,767.85
12/21	12/02/2021	57229	2208	MINNESOTA EQUIPMENT INC	101-20200	213.73
12/21	12/02/2021	57230	2450	NORTHERN HOLLOW WINERY	609-20200	649.17
12/21	12/02/2021	57231	2792	ONE DIVERSIFIED LLC	101-20200	750.00
12/21	12/02/2021	57232	617	PAUSTIS & SONS	609-20200	12,421.97
12/21	12/02/2021	57233	44	PHILLIPS WINE & SPIRITS INC	609-20200	35,315.67
12/21	12/02/2021	57234	2827	RATWIK ROSZAK & MALONEY P.A.	101-20200	7,055.52
12/21	12/02/2021	57235	2341	RED BULL DISTRIBUTION CO INC	609-20200	244.30
12/21	12/02/2021	57236	2754	SMALL LOT MN	609-20200	96.00
12/21	12/02/2021	57237	2396	SOUTHERN GLAZERS OF MN	609-20200	65,642.07
12/21	12/02/2021	57238	315	ST PAUL STAMP WORKS	108-20200	33.80
12/21	12/02/2021	57239	1361	STAPLES ADVANTAGE	609-20200	220.28
12/21	12/02/2021	57240	1290	THE AMBLE GROUP	601-20200	265.51
12/21	12/02/2021	57241	1503	THE AMERICAN BOTTLING COMPANY	609-20200	201.50
12/21	12/02/2021	57242	626	THE WINE COMPANY	609-20200	13,548.62
12/21	12/02/2021	57243	2944	UNIFIRST CORPORATION	609-20200	989.53
12/21	12/02/2021	57244	42	VIKING COCA-COLA BOTTLING CO	609-20200	1,073.50
12/21	12/02/2021	57245	1286	VINOCOPIA INC	609-20200	2,831.88
12/21	12/02/2021	57246	4	WATSON CO INC	609-20200	8,036.04
12/21	12/02/2021	57247	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,938.00
12/21	12/02/2021	57248	780	WINE MERCHANTS	609-20200	17,672.70
12/21	12/02/2021	57249	2872	WINEBOW	609-20200	13,755.00
Grand Totals:						590,872.16

City of Isanti

Gross Payroll	115,415.34
Social Security & Medicare	6,560.83
Public Employees Retirement	11,993.46
Total City Expense	<u><u>133,969.63</u></u>

Pay Date 11/26/2021

Pay Period 24 (11/7-11/20/21)

RESOLUTION 2021-XXX

**ACCEPTING VOLUNTARY RESIGNATION FOR PART TIME LIQUOR
STORE CLERK II KALEE SPRINGER**

WHEREAS, Liquor Store Clerk, Kalee Springer has voluntary resigned from her position; and,

WHEREAS, the effective date of this resignation is October 15, 2021; and,

WHEREAS, Kalee Springer is not leaving employment in good standing as she did not resign per current personnel policy with proper 2-week notice;

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

1. That the resignation of Kalee Springer is hereby effective October 15, 2021.
2. That Human Resources Director and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 7th day of December 2021.

Attest:

Mayor Jeff Johnson

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 7th, 2021
Subject: JPA and Court Services Renewal

Background:

Isanti's Master Joint Powers Agreement for Isanti as well as our prosecuting attorney to access court data is expiring soon. Minnesota 412.201 dictates the JPA and Court Amendment must be approved by city council.

Recommendation:

Staff is requesting council approval on JPA and Court Amendment.

Attachments:

- Resolution 2021-XXX
- Isanti Master JPA
- Isanti Court Amendment

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 2021 -XXX

APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ISANTI ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Isanti on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection;

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Isanti on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Police Chief, Travis Muyres or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That Robb Olson, GDO Law, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Jeff Johnson, the Mayor for the City of Isanti, and Jaden Strand, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

This Resolution hereby approved by the Isanti City Council this 7th day of December 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Isanti on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Robb Olson, Attorney
Address: 4770 White Bear Pkwy, Ste 100
White Bear Lake, MN 55110
Telephone: 651.426.3249
Email Address: robbolson@gdolaw.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Isanti on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200587, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 2021-XXX**ACCEPTING THE REDISTRIBUTION OF UNREQUESTED CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs).

WHEREAS, NEUs generally have populations below 50,000.

WHEREAS, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

WHEREAS, after the deadline of October 11, 2021, passed for NEUs to request ARPA funds, nearly \$12 million of the \$377 million available to Minnesota’s NEUs remained unrequested.

WHEREAS, as allowed by the U.S. Treasury, the State of Minnesota has redistributed these remaining funds amongst eligible local governments who requested ARPA funds.

WHEREAS, the redistribution amount is approximately \$3.47 per capita, capped at 75% of the most recent budget adopted as of January 27, 2020.

WHEREAS, \$ 21,207.12 has been allocated to the City of Isanti (“City”) pursuant to the ARPA (Redistribution).

WHEREAS, the Redistribution will be distributed in two tranches with half received in 2021 and the second half in 2022.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. The City accepts the Redistribution of coronavirus local fiscal recovery fund established under the ARPA to be used in a manner consistent with guidance adopted by the United State Department of Treasury.
2. The City Clerk and Mayor are authorized to take actions to secure the Redistribution for the City, if necessary.

This resolution was duly adopted by the Isanti City Council this 7th day of December, 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

**ACCEPTING RESIGNATION FOR PART TIME LIQUOR STORE CLERK
II ANGELA KERSTING**

WHEREAS, Liquor Store Clerk, Angela Kersting has voluntary resigned from her position effective immediately; and,

WHEREAS, the effective date of this resignation is November 30, 2021; and,

WHEREAS, Angela Kersting is not leaving employment in good standing as she did not meet current personnel policy with proper 2-week notice;

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

1. That the resignation of Angela Kersting is hereby effective November 30, 2021.
2. That Human Resources Director and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 7th day of December 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand, City Clerk



Memo

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: December 7th, 2021
Subject: Development Agreement Amendment for Fairway Greens North Phase 1

Background:

The City Council approved a Development Agreement (DA) that was signed September 3rd, 2021. The Developer has requested an amendment to the DA to build on lots that have no curb or bituminous complete.

The DA section that references curb and bit is Section 21.a.:

- a. No building or other permits shall be issued until the Final Plat has been recorded with the Isanti County Recorder; all street signs have been erected by the Developer (as determined by the City); and curb, gutter and the bituminous base course has been placed. This provision specifically requires that the surface water drainage system must be completed and functioning to the satisfaction of the City.

Recommendation:

The Committee of the Whole met to discuss this request on November 16th and recommends approval of the amendment with provisions as outlined in the attached Agreement Amendment.

Request:

Staff is requesting action on this item.

Attachment:

Development Agreement First Amendment.

CITY OF ISANTI
FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT FOR
FAIRWAY GREENS NORTH (PHASE I)

This Amendment is by and between the City of Isanti, a Minnesota municipal corporation, and HomePride Inc, a Minnesota corporation (the “Developer”), and amends the Master Development Agreement dated September 3rd, 2021.

Recitals

- A. Section 21. c. of the original Agreement prohibited the issuance of building permits and the construction of homes until the Developer installed curb, gutter and the bituminous base course.
- B. Upon review at the November 16, 2021 Committee of the Whole meeting, the Council reached a consensus that it will allow permits to be pulled on certain lots with provisions.

Agreement

In consideration of the mutual promises set forth below, the parties agree as follows:

- 1. The restriction in Section 21. c. of the Master Development Agreement that states “no building or other permits shall be issued...and curb, gutter and the bituminous base course has been placed” shall not apply to the following lots:
 - Block 2, Lot 3
 - Block 3, Lot 16, Lots 22-27
 - Block 5, Lots 2-4

HomePride Inc.

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of _____, 2021, before me, a Notary Public, within and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of HomePride Inc. named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company and acknowledged to be the free act and deed of said company.

Notary Public

This document was drafted by:

City of Isanti
110 1st Avenue N.W.
P.O. Box 428
Isanti, MN 55040-0428
Telephone: 763-444-5512

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ISANTI
AND
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #217**

This Memorandum of Understanding ("MOU") is by and between the City of Isanti, Minnesota ("City") and Law Enforcement Labor Services, Inc., Local #217 ("Union"). The Union is the exclusive representative for the bargaining unit noted above. The City and the Union are collectively referred to herein as the parties.

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") effective January 1, 2020 through December 31, 2022; and,

WHEREAS, the City acknowledges the Police Investigator position is currently not filled; and,

WHEREAS, the City desires to eliminate the Police Investigator as a permanent promotion position and to convert it to a work assignment; and

WHEREAS, Article 3.12 of the CBA states the following:

"PROMOTION; A permanent change of an employee from one position to another work classification to a position in another work classification within the bargaining unit with more responsibility or duties and higher compensation."; and,

WHEREAS, the City desires to fill the Police Investigator Position as an Investigator Assignment serving in the assignment role for a duration at the will of the Police Chief.

NOW THEREFORE, the parties agree as follows:

1. Notwithstanding the language of Article 3.12 or any other provision of the CBA, bargaining unit members may be appointed by assignment to the Police Investigator assignment at the will of the Police Chief.
2. Reassignment of a member from the Police Investigator position shall not be considered a demotion nor disciplinary action, for shall such reassignment be subject to the grievance procedures set forth in the CBA.
3. Seniority shall be determined by continuous length of service in all job classifications covered by this Agreement.

4. Compensation for members assigned to the Police Investigator assignment shall be compensated at the rate for Investigator Hourly Wages per CBA "APPENDIX A"
5. This MOU constitutes the entire agreement between the parties relating to the matters identified herein. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOU will be valid unless they are in writing and signed by the parties.
6. This MOU shall remain in effect indefinitely, or until addressed and agreed by both parties in CBA.
7. The parties agree that this MOU shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the City and the Union other than for purposes of enforcement of this MOU.
8. This MOU shall for all purposes be deemed to have been mutually drafted.


IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2021.

For City of Isanti:

Jeff Johnson, Mayor

Josi Wood, City Administrator

For LELS Local #217:

 12/2/2021
LELS Business Agent

 12/2/2021
LELS Union Steward

**CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES
November 23, 2021**

Call to Order: Aaron Zdon called the meeting to order at 6:01 p.m.

Roll Call: Members Present: Aaron Zdon, Zachary Gahm, Dan HinnenKamp

Absent: Tressa Hunting, Mayor Jeff Johnson

Staff Present: Alyssa Olson, Parks, Recreation & Events Coordinator

Agenda/Modifications: Mr. Gahm requested that printed copies of the agenda be provided at each meeting.

2. Meeting Minutes: Motion by HinnenKamp; second by Gahm to approve meeting Minutes from October 26, 2021. Motion passed 3-0.

3. Eagle Park Railroad Project: Mr. HinnenKamp provided an update on the potential railroad project at Eagle Park. He connected with BNSF and they are interested in discussing the project for 2023. The Isanti County Historical Society is also interested in working on the project. Both have the potential to offer financial contributions. Board discussed setting up the meeting with BNSF after the New Year to present a visual of what we would like to see in the space.

4. Department Updates: Ms. Olson shared an update on Curious Creatures and proposed a change in time and age range for the 2022 program, moving the age up to 3-5 year olds to get the most out of programming efforts. Board was in agreement with these changes.

Movie Night was a success with 60 attendees. The Northern Elements All Stars hosted concessions and Olson had to purchase more during the showing to keep up with demand. There was an issue with the speakers so sound was a little low, but Olson purchased a new cord to fix the issue for the December event. Plans for the December Santa event and the Candy Cane Flashlight Hunt have also been finalized. Olson will be working on the landscape plan for the bandshell and seating options with the Lions Club. The Council approved pricing for the rental and Olson will be working to get that application available after the New Year.

Cameras were placed at the bandshell and the BMX Arena. They fit into the bandshell budget and more can be added outside of this project scope as new features are added to Bluebird Park.

Sledding Hill lighting is up and ready for winter activities once snow is available. Public Works will begin making snow in December, once temperatures drop to below freezing.

Council approved an update to the Adopt-A-Park policy allowing adopters to recommend and maintain new features in the parks. The couple that originally requested the flower garden addition will be notified of the update and offered the opportunity to adopt Mattson Park for 2022 in order to add their garden.

Farmer's Market will be moving in 2022 now that the original plot has been sold. Olson is working to make sure the lot near the liquor store will be able to hold the vendors and traffic, otherwise there will need to be a Plan B for a new location. The guidelines will need to be updated to accommodate the new space.

Olson is working with Matt Sylvester on revamping the Community Garden, tilling the full space and recreating the plots. The school will be asked if they would like to continue having access to the space and if not, it will be turned into raised and elevated beds.

5. Open Discussion: HinnenKamp provided an update on carnival opportunities. He is connecting with multiple vendors, but they have a convention in January and won't likely commit to anything ahead of that meeting. In the meantime, we can work on logistics and land needs to see if a carnival is feasible at Bluebird Park. HinnenKamp noted the rodeo grounds would be the best space; we would need to connect with the IFRA on using the land for this use. HinnenKamp also noted the opportunity to get a monetary kickback from the carnival to help build revenue. Olson noted we would need to get the production approved by Council before moving forward, but would like more information on logistical needs as soon as able so we can start to look at viability. A carnival option would need to be a multi-day event with multiple days of entertainment attached to the ride component to make it valuable for all vendors. Gahm mentioned working with the Redbirds to host a game in their field during the weekend; rodeo could do the same; all options to increase traffic. Olson noted that we don't want to go too big upfront and that we'd want to differentiate from the County Fair.

Gahm requested an update on working with the corrections office on painting the Redbirds fence. Olson mentioned that if we took responsibility for the painting, the City would then take over ownership for the upkeep of it, which we don't generally want to provide. Zdon noted he didn't think the fence looked like it was in poor condition or necessary to get it painted right now.

Gahm asked what is on the plan for additional 2022 events in Bluebird Park. Olson mentioned having 2-3 new events in mind including cultural arts programming. Dates will need to remain open for rentals in order to obtain benefits from that program. Gahm mentioned again hosting a beer and food festival as a way to showcase that space. Olson mentioned that is not likely to occur in 2022 as bandwidth and budgets are mostly at capacity for the next year. Olson also shared that new park features, such as the restroom unit and splash pad, are planned to be approved next year for future construction and those will take significant effort to coordinate as well.

Olson noted the lighting event will take significant energy throughout the year so additional items will need to be minimal effort to not take away from other programs. Naming is still in discussion and a number of components will need to be thought out in the next couple months to get the event ready for production.

Adjournment: Motion by HinnenKamp, second by Gahm to adjourn the November 23, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 3-0, meeting adjourned at 6:53 p.m.

Respectfully Submitted
Alyssa Olson
Parks, Recreation & Events Coordinator