

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, MARCH 15, 2022 – 7:00 P.M.
CITY HALL**



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

F. Proclamations/Commendations/Certificate Award

- 1. Week of the Young Child- April 2nd through April 8th

G. Approve City Council Minutes

- 1. March 1, 2022- Regular Meeting of the City Council

H. Announcements

- 1. City Council Meeting Tuesday, April 5, 2022 at 7:00 p.m.
- 2. Economic Development Authority Meeting Tuesday, April 5, 2022
(Immediately following the City Council Meeting)
- 3. Parks, Recreation and Culture Board Tuesday, March 22, 2022 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items

- 1. Isanti Area Joint Fire District Annual Report Presentation *(Fire Chief Al Jankovich)*

City Administrator Josi Wood

- 2. Resolution 2022-XXX Approving a Gambling Premise Permit Application from Isanti County Sportsmen Club at the Thunder Brothers Brewery
- 3. Resolution 2022-XXX Approving a Special Event Permit Application for Race for Life & DK Gold Cup Qualifier

Community Development Stephanie Hillesheim

- 4. Resolution 2022-XXX Approving a Forgivable Loan For Barak Realty LLC For Certain Real Property Located at PID 16.029.1400

L. Approve Consent Agenda

- 1. Payroll in the Amount of \$131,477.07 and Accounts Payable in the Amount of \$632,339.71
- 2. Resolution 2022-XXX Reestablishing Precincts and Polling Places

3. Resolution 2022-XXX Accepting Quote for Outsourcing the Mowing of Nuisance Weed/Grass Abatement Lots
4. Resolution 2022-XXX Authorizing DNR Outdoor Recreation Grant Submission
5. Resolution 2022-XXX Authorizing the Replacement of the Main Lift Station Generator
6. Resolution 2022-XXX Accepting Quote for Animal Control and Kennel Services and Authorizing to Enter into a Contract for Animal Control and Kennel Services
7. Resolution 2022-XXX Approving Packet Management and Information Software
8. Resolution 2022-XXX Approving Chamber Audio Visual Reprogramming Upgrade
9. Resolution 2022-XXX Authorizing Signatories for the Purpose of Accessing and Maintaining City Funds and Investments as well as Authorization for Use of the City Credit Card

M. Other Communications

1. February Police Department Report
2. February Code Enforcement Report
3. February Building Inspector Report
4. March Engineering Project Status Report

Adjournment

Proclamation by Mayor Jeff Johnson

Week of the Young Child™

Whereas, many local organizations in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 2nd - April 8th; and,

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Isanti, MN; and,

Whereas, teachers and others who make a difference in the lives of young children in Isanti, MN deserve thanks and recognition; and,

Whereas, public policies that support early learning for all young children are crucial to young children's futures.

I, Jeff Johnson, Mayor of the City of Isanti do hereby proclaim April 2nd - April 8th, 2022 as the Week of the Young Child™ and encourage all citizens to work to make a good investment in early childhood in Isanti, MN.

Mayor Jeff Johnson

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, MARCH 1, 2022 – 7:00 P.M.
CITY HALL**



G.1.

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, Steve Lundeen and Dan Collison

Members Absent: Paul Bergley

Staff Present: City Clerk Jaden Strand, Finance Director Mike Betker, Chief of Police Travis Muyres, Police Lieutenant John McCarty, Community Development Director Stephanie Hillesheim and City Engineer Jason Cook

D. Public Comment

E. Adopt Agenda

ADDENDUM:

Add L.9. Resolution 2022-049 Awarding Quote and Authorizing to Enter into a Contract for Billboard for Isanti Liquor Store

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

F. Proclamations/Commendations/Certificate Award

1. ICLEA (Isanti County Law Enforcement Association) Officer of the Year to Lieutenant John McCarty

Mayor Johnson shared Lieutenant John McCarty was recognized as the Isanti County Law Enforcement Association Officer of the year followed by a picture of the Lieutenant and the Chief of Police.

G. Approve City Council Minutes

1. February 15, 2022- Regular Meeting of the City Council
2. February 15, 2022- Committee of the Whole Meeting

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

H. Announcements

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

Tuesday, March 15, 2022 at 5:00 p.m.
Tuesday, March 15, 2022 at 7:00 p.m.
Tuesday, March 15, 2022
(Immediately following the City Council Meeting)

I. Council Committee Reports

None

J. Public Hearings

1. South Brookview Improvements Project – Improvements Hearing

- a. **Resolution 2022-033** Authorizing Improvement on the South Brookview Improvements Projects
- b. **Resolution 2022-034** Approving Plans and Ordering Advertisement for Bids for the South Brookview Improvements Project

City Engineer Jason Cook shared that this is an improvement hearing for the South Brookview Improvements Project and the second major step in the assessment process. The feasibility report has been done, an open house has been held and the improvement hearing tonight is to give the residents an opportunity to voice their opinion for the project and if Council would like to proceed. The general project area is South Brookview 1-4 Additions which is about 9 blocks East of Whiskey Road and West of 6th Avenue.

Cook continued to share existing conditions with a pavement rating 2-5 out of 10 with anything under a 6 is unsalvageable., some of the utilities were initially installed in 1976 and another phase in 1990. This area was also evaluated for storm system improvements. The proposed improvements are to reclaim the street, patch concrete curb where needed, evaluation of adding a sidewalk along the north side of South Brookview Lane SW and leave utilities in place as is since there is no issue.

Cook shared examples of what the sidewalk could look like.

Notices and a questionnaire were sent out with only 8 responses received. 4 stated they were against the sidewalk and 4 stated they didn't care.

The Anoka Conservation District did a study of the whole City to find beneficial stormwater improvement areas. Their findings included 7 properties that fit the criteria for an improvement and in this specific case would be a curb cut rain garden. The rain garden would help with the water quality for the Rum River and the entire area. So far one resident has shown interest in a raingarden on their property.

Cook shared examples of what the curb cut rain garden curb could look like.

The total project cost with sidewalk is estimated at \$744,000.00. The street improvements portion is \$592,000.00 without the sidewalk with 25% being assessable. The sidewalk improvement if selected is estimated at \$152,000.00 which is not assessable. The 25% of street improvements that is assessable comes out to be \$18.41 per front foot.

Mayor Johnson opened the public hearing at 7:16 p.m.

Cordell Ebeling, 706 South Brookview LN SW, asked if three big trees on his property would be removed.

Cook stated that the layout is to take them out but there is an alternative layout option that would bend it around the trees if he desired to keep them.

Ebeling shared that he would like to see a sidewalk installed.

Brock Thorson, 711 S Brookview Lane SW, asked if everyone would be notified if the curbs end up having to be replaced.

Cook confirmed they would be notified.

Thorson asked who is being assessed.

Cook responded everyone with frontage on the project limits will be assessed.

Emily Meyer, 800 S Brookview LN SW, stated she preferred no sidewalk and does not want the trees on her property taken down.

Megan Olson, 501 6th Ave SW, stated that she was assessed for the 6th Ave project and is now going to be assessed for this project and asked if her mailbox could be raised up as asked when the 6th Ave project was done.

City Clerk Jaden Strand and Finance Director Mike Betker confirmed they would inform Public Services Director Matt Sylvester of Olson's wishes to raise her mailbox.

Ruth-Anne Larson, 311 8th Ave SW, shared that she is in favor of the yield sign staying.

Mayor Johnson closed the public hearing at 7:34 p.m.

Consensus from City Council is to not add any additional sidewalk 3-1 with Gordon wanting to add a sidewalk.

Motion by Lundeen, seconded by Gordon to approve J.1. a and J.1 b. Motion passed 4-0. Motion carried.

K. Business Items

City Clerk Jaden Strand

1. Liquor License Renewals

- a. Resolution 2022-035** Approving the On-Sale and Sunday Liquor License Renewal for Junction Bowl and Whistle Stop Bar & Grill
- b. Resolution 2022-036** Approving the On-Sale and Sunday Liquor License Renewal for Rum River VFW 2735
- c. Resolution 2022-037** Approving the On-Sale and Sunday Liquor License Renewal for Wintergreen's Golf & Grill
- d. Resolution 2022-038** Approving the Brewer Off-Sale and Tap Room On-Sale Sunday License Renewal for Thunder Brothers Brewery, Inc.

Councilor Lundeen asked Chief of Police Travis Muyres if there are any issues with the businesses that were requesting renewals.

Muyres confirmed no issues.

Motion by Lundeen to approve L.1 a., L.1 b., L.1 c., and L.1 d., seconded by Collison. Motion passed 4-0. Motion carried.

Community Development Director Stephanie Hillesheim

2. Resolution 2022-039 Approving the Final Plat for Fairway Greens North (Phase 2)

Community Development Director Stephanie Hillesheim shared that at the January 18th, 2021 City Council meeting the Council approved the preliminary plat for Fairway Greens North with conditions. The applicant has applied for the final plat approval for Phase 2. At this time, it will only be the plat that is considered as the development agreement is still being worked out for Phase 2 and will come at a later date.

Motion by Lundeen, seconded by Gordon to approve resolution as presented. Motion passed 4-0. Motion carried.

3. Resolution 2022-040 A Resolution Supporting Housing and Local Decision-Making Authority

Community Development Director Stephanie Hillesheim shared that this is a resolution supporting local decision-making of local governments to maintain their authority over housing plot standards and zoning standards. There is a push at the state level to restrict lot sizes and look at affordable housing state-wide versus the metro.

Motion by Lundeen, seconded by Gordon to approve resolution as presented. Motion passed 4-0. Motion carried.

4. Resolution 2022-041 Approving Site Plans and a Conditional Use Permit for Drive-Thru Facilities at 291 5th Ave NE for the Little North Boutique

Community Development Director Stephanie Hillesheim shared that on February 15th the Community Development Specialist Ryan Saltis presented the site plan and conditional use permit application for the proposed Little North Boutique and this is to finalize the consideration and adopting the resolution with the findings of fact.

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

City Engineer Jason Cook

5. Resolution 2022-042 Accepting Plans and Specifications and Authorizing Advertisement for Bid for the 2022 Pavement Management Project

City Engineer Jason Cook shared that this is for continuing on for the pavement management program. The plans are developed and ready to go out for bids. Cook further shared that during evaluation of the streets it was found that Buckskin Development area has pavement that is in worse shape than a straight sealcoat can address. Due to this, it is requested to do a micro seal on it which is a thicker surface treatment but not as seriously and costly as an overlay. The micro seal does increase the total project cost slightly than budgeted.

Finance Director Mike Betker stated that a project over budget is fine in the amount estimated given the long term plan for pavement management.

Motion by Lundeen, seconded by Gordon to approve resolution as presented. Motion passed 4-0. Motion carried.

L. Approve Consent Agenda

1. Payroll in the Amount of \$122,236.61 and Accounts Payable in the Amount of \$288,007.31
2. Resolution 2022-043 Accepting Parks, Recreation and Culture Board Member Aaron Zdon's Resignation
3. Resolution 2022-XXX Authorizing the Replacement of the Main Lift Station Generator
4. **Resolution 2022-044** Approving a Check to New Hope Community Church for Volunteering at Isanti Movie Nights
5. **Resolution 2022-045** Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for May 1st, 2022
6. **Resolution 2022-046** Accepting Part-Time Police Secretary Maria Glad Letter of Resignation
7. **Resolution 2022-047** Approving Partnership Agreement Between the City of Isanti and FIAL (Friends of Isanti Area Library)

8. **Resolution 2022-048** Amending the 2022 Capital Improvement Plan for the Isanti Community Center
9. **Resolution 2022-049** Awarding Quote and Authorizing to Enter into a Contract for Billboard for Isanti Liquor Store

Councilor Gordon asked about peak shaving and useful age life of the generator referred to in L.3.

Motion by Lundeen, seconded by Gordon to table L.3. to a later meeting. Motion passed 4-0. Motion carried.

Motion by Lundeen, seconded by Gordon to approve consent agenda with the exclusion of L.3. as it was motioned to be tabled to a future meeting. Motion passed 4-0. Motion carried.

M. Other Communications

Adjournment

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

Meeting adjourned at 7:53 p.m.
Respectfully Submitted,



Jaden Strand
City Clerk



Request for City Council Action- MEMO

To. Mayor Johnson and Members of City Council
From: Jaden Strand, City Clerk
Date: March 15, 2022
Subject: Resolution 2022-XXX Approving a Gambling Premise Permit Application from Isanti County Sportsmen Club at the Thunder Brothers Brewery

Background:

Isanti County Sportsmen Club is requesting approval for a Premise Permit for ongoing gambling activities (pull-tabs, tipboards, paddlewheel, electronic pull-tabs and electronic linked bingo) at Thunder Brothers Brewery. The applicant, James Fidstrom, has successfully passed a background check by the Isanti Police Department.

Applicant James Fidstrom will be in attendance for any questions.

Request:

Staff is requesting action on this item.

Attachment:

- Resolution 2022-XXX Approving a Gambling Premise Permit Application from Isanti County Sportsmen Club at the Thunder Brothers Brewery

RESOLUTION 2022-XXX

**APPROVING A GAMBLING PREMISE PERMIT APPLICATION FROM ISANTI
COUNTY SPORTSMEN CLUB AT THUNDER BROTHERS BREWERY**

WHEREAS, the Isanti County Sportsmen Club applied to the City for a Gambling Premise Permit to operate gambling activities (pull-tabs, tipboards, paddlewheel, electronic pull-tabs and electronic linked bingo) at Thunder Brothers Brewery; and,

WHEREAS, the Premises Permit Application appears to be acceptable in all respects; and,

WHEREAS, the City of Isanti has no objection to the conduct of lawful gambling by the applicant, in accordance with law, at the designated location; and,

WHEREAS, the applicant, James Fridstrom, has successfully passed a background check by the Isanti Police Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Isanti approves the premise permit application for gambling activities (pull-tabs, tipboards, paddlewheel, electronic pull-tabs and electronic linked bingo) for Isanti County Sportsmen Club to conduct lawful gambling at Thunder Brothers Brewery (801 Highway 65 Isanti, MN 55040.)

This resolution was duly adopted by the Isanti City Council this 15th day of March 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson - Parks, Recreation, and Events Coordinator
Date: March 15, 2022
Subject: Resolution 2022-XXX Approving a Special Event Permit Request for the Race for Life & DK Gold Cup Qualifier

Background

Rum River BMX has submitted a special event permit application to host a two-day pedal bike racing event for the Race for Life & DK Gold Cup Qualifier. The event will take place Friday, April 29 through Sunday, May 1, 2022. The races will take place in the Isanti Indoor Arena, with some participant tents sized 12x12' to 24x24' being set up along the South and East sides of the building.

Event hours will begin with set-up on Friday, April 29 from 4-8pm and the public event will run Friday from 6-9pm, Saturday from 10am-6pm, and Sunday from 7am-5pm.

The event map is attached with the desired layout for external elements. No road closures or parking restrictions are being requested. Rum River BMX and event volunteers will be responsible for cleaning up waste on the property after the event.

The approximate attendance in spectators is 800 per day.

4 Portable restrooms will be brought in to accompany the existing restrooms; no outdoor audio system or live entertainment will be used. Race fees will be collected and a portion of fees will be donated to the Leukemia Cancer Society.

The complete application, along with the proposed site map, as well as departmental review are attached.

Staff Request

City staff is requesting approval of the Race for Life & DK Gold Cup Qualifier Special Event Permit application and attachments.

Attachments

- Resolution No. 2022-XXX
- Special Event Application – Race for Life & DK Gold Cup Qualifier
 - Application Form
 - Proposed Site Map

RESOLUTION 2022-XXX

APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR RACE FOR LIFE & DK GOLD CUP QUALIFIER

WHEREAS, Rum River BMX has submitted a Special Event application requesting a permit to host the Race for Life& DK Gold Cup Qualifier; and,

WHEREAS, a two-day pedal bike race event is scheduled to take place in the Isanti Indoor Arena from Friday, April 29 through Sunday, May 1; and,

WHEREAS, event set-up is scheduled for Friday, April 29 from 4:00 pm to 8:00 pm; and,

WHEREAS, the estimated number of people to be in attendance each day is 800; and,

WHEREAS, the applicant will be required to provide additional restrooms for the event; and,

WHEREAS, parking during the event will be restricted to paved surfaces at the Isanti Indoor Arena, Bluebird Park parking lot or Skateboard Park, as per the venue agreement with the City of Isanti; and,

WHEREAS, the applicant has submitted a complete request with the application materials; and,

WHEREAS, public addressing systems and live entertainment will not be utilized during the event; and,

WHEREAS, the application submittal does not require a \$100 clean-up deposit fee;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the special event permit request for Race for Life & DK Gold Cup Qualifier;

AND FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the “Permit” for the above stated Special Event.

This Resolution is hereby approved by the Isanti City Council this 15th day of March, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



SPECIAL EVENT PERMIT APPLICATION

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

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

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

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

Check all that apply:

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

Supplemental information may be required by City staff.

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

SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 2/12/2022

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Jay Bossen

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Fax: - - Cell: [REDACTED]

E-mail: [REDACTED]

Secondary Contact Person: Larry Merchlewitz

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Cell: [REDACTED] E-mail: [REDACTED]

EVENT INFORMATION

Event Name: Race for Life & DK Gold Cup Qualifier

Date(s) of Event: April 29th thru May 1st 2022

Hours of Event: Fri 4-8pm Set-up, Fri. 6-9pm, Sat. 10am-6pm & Sun. 7am-5pm

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

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

Two day race. Race for life entry fees go to raise money for Leukemia, the Gold Cup Qualifier is a regional qualifier for the DK Gold Cup series.

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

Isanti Indoor Arena. Grass area to the south & east may be used for team canopies.

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

800 people per day

Parking Impact – Describe in detail:

Parking shall be on paved surfaces. There will be no camping & parking on grass area to the south. Some over flow may be at the Bluebird Park parking lot or Skateboard Park parking lot. Per agreement with the city of Isanti. No parking allowed at the dog park.

Tents, equipment, amusement rides, etc.

Type: BMX teams will bring their own pop up tents.

Size: 12'x12' up to 24'x24'

Location: South and east sides of the building. Depending on weather.

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

Off duty first responders will be on hand. Allina Heath Services Ambulance may be on site, unless they need to respond to another call.

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

No street closures are required.

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

Absolute Portable Restrooms, Cambridge MN. Besides the existing bathrooms at the Isanti Indoor Arena, four portable bathrooms will be added around the outside of the building.

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

No alcohol will be served during this event. Security is not required.

Clean-up Plans – Describe in detail:

Rum River BMX volunteers will be cleaning up on the property. We will have a roll away dumpster to handle the garbage.

Live entertainment – Describe in detail:
This will be live BMX pedal bike racing.

Will any other public addressing system or sound amplification be used? If so, describe:
Only sound audio system that will be used is the current indoor system.

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

Race fees are collected for riders on the track to cover cost of the event. On Saturday a portion of the race fees collected will be given to the Cancer Society.

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

APPLICANT SIGNATURE

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

Applicant Signature: 

OFFICE USE ONLY

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

Fire Chief

☒ Approved ☐ Denied ☐ N/A Signature: VIA EMAIL

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: VIA EMAIL

Public Services Director

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

Community Events & Parks Coordinator

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

Community Development Director

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

City Administrator

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

City Council

☐ Approved ☐ Denied

Date of Review: _____

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, March 3, 2022 8:19 AM
To: Isanti Parks
Subject: RE: SEP - Rum River BMX Race for Life

Isanti Fire approves the SEP application for the 4/29 – 5/1 BMX event as presented.

Thank you!

ALAN JANKOVICH | FIRE CHIEF

ISANTI FIRE DISTRICT

401 1ST AVE NW, PO BOX 490 | ISANTI MN 55040

763.444.8019 | aljankovich@isantifiredistrict.org | www.isantifiredistrict.org



From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Friday, February 18, 2022 6:49 PM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>
Subject: SEP - Rum River BMX Race for Life

Hi Guys,

Attached is an SEP application for Rum River BMX for their Race for Life event in April. Please send approvals and/or concerns **by March 4th**.

Thanks!

Alyssa Olson

Parks, Recreation & Events Coordinator



CITY OF ISANTI

110 1st Ave NW, Isanti, MN 55040

Phone: (763) 762-5754

Isanti Parks

From: Travis Muyres
Sent: Tuesday, February 22, 2022 8:14 AM
To: Isanti Parks
Subject: Re: SEP - Rum River BMX Race for Life

APPROVED



TRAVIS MUYRES
Police Chief / Emergency Management Director

Isanti Police Department

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

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Friday, February 18, 2022 6:49 PM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>
Subject: SEP - Rum River BMX Race for Life

Hi Guys,

Attached is an SEP application for Rum River BMX for their Race for Life event in April. Please send approvals and/or concerns **by March 4th**.

Thanks!

Alyssa Olson
Parks, Recreation & Events Coordinator



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



**SPECIAL EVENT PERMIT
APPLICATION**

City of Isanti

110 First Avenue NW • PO Box 428

Isanti, MN 55040

Phone: 763.444.5512 • Fax: 763.444.5560

www.cityofisanti.us

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

City of Isanti

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

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

Bmx pedal bike Race for Life and DK Gold Cup Qualifier Located at the Isanti Indoor
Arena on April 29 thru May 1 2022

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

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

(Special Events Holder Initials Here) JB

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

Participant Release and Indemnification required? YES ☒ NO ☐

(Special Events Holder Initials Here) JB

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

(Special Events Holder Initials Here) JB

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

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

(Special Event Holder Initials Here) JB

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

(Special Event Holder Initials Here) JB

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

(Special Event Holder Initials Here) JB

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

(Special Event Holder Initials Here) JB

City of Isanti

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

(Special Event Holder Initials Here) JB

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

(Special Event Holder Initials Here) JB

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Rum River BMX Association

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

Name Jay Bossen

Title Association President

Signature Jay M Bossen

Date 2/12/2022



**SPECIAL EVENT PERMIT
APPLICATION**

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

**Special Event Equipment
Request Form**

Event Name: Race for Life and DK Gold Cup Qualifier

Date(s) of Event: April 29th thru May 1st 2022

Contact Person: Jay Bossen

Equipment Drop Off/Pick Up Location: Isanti Indoor Arena 101 Isanti Parkway NW

Equipment Drop Off Date/Time: April 28th 2022 11:00am

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

Construction Cones: 0

Picnic Tables: 0

Barricades: 6

Stage: 0

Road Closed Signs: 0

No Parking Signs: 25 small sign

Office Use Only

Date Delivered: _____ By: _____

Date Checked In: _____ By: _____



	Parking (Free)
	No Parking 
	Canopies



MEMO

To: City of Isanti
From: Stephanie Hillesheim, Community Development Director
Date: March 15, 2022
Subject: Approving the Sale of the Property located at PID 16.029.1400 to Barack Realty LLC and Resolution APPROVING A FORGIVABLE LOAN FOR BARACK REALTY LLC

The City of Isanti has received a request from Barack Realty LLC to purchase City owned parcel identified as PID 16.029.1400. Barack Realty LLC is working with the Small Business Administration for loan funding and to be eligible to include the value of the land in their loan documents the structure of the transaction has been altered to allow for a forgivable loan to the purchaser in lieu of selling the land for \$1.00. The outcome of the closing will remain the same.

Upon closing and before construction, Barack Realty will be required to Plat the parcel through the Administrative Subdivision process, as well and adhere to the requirements and conditions listed in the attached Development and Subsidy Agreement.

Request:

Staff is requesting action on this item.

Action Required:

If the Council concurs, it should by motion, approve Resolution as written, as well as the accompanying documents: Purchase Agreement, Development and Subsidy Agreement, and Promissory Note.

Attachments:

- Resolution 2022-XXX APPROVING A FORGIVABLE LOAN FOR BARACK REALTY LLC
- Promissory Note
- Purchase Agreement
- Business Subsidy Agreement

RESOLUTION 2022-xxx

**APPROVING A FORGIVABLE LOAN FOR BARAK REALTY LLC FOR CERTAIN
REAL PROPERTY LOCATED AT PID 16.029.1400**

WHEREAS, the City of Isanti owns industrial property for the public purpose of creating quality jobs and increasing the City's tax base; and,

WHEREAS, the City of Isanti entered into a Purchase Agreement with Barack Realty LLC for the sale of the property located at PID 16.029.1400; and,

WHEREAS, the EDA has received a request from Barack Realty LLC for assistance in the relocation and expansion of their business to PID 16.029.1400, as legally described as The West 410 feet of the following described tract of land to-wit: All that part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Thirty-five (35), Range Twenty-three (23), described as follows, to-wit:

Commencing at the intersection of the North line of said forty acres and the Westerly right-of-way line of Minnesota Trunk Highway No. 65 as presently existing and laid out, thence west and along said North line a distance of 1036 feet, thence South and parallel with the East line of said forty acres a distance of 425 feet, thence East and parallel with the North line of said forty acres a distance of 977 feet, more or less, and to the Westerly right-of-way line of Minnesota Trunk Highway No. 65 as presently existing and laid out, thence Northeasterly and along said Westerly right-of-way line of Minnesota Trunk Highway No. 65 to the point of beginning and there to terminate; and,

WHEREAS, to support the business and the goals set forth in the Comprehensive Plan, the City of Isanti agrees to provide a \$87,100 forgivable loan to Barack Realty LLC to support the growing business and filling an otherwise empty industrial lot; and,

WHEREAS, the \$87,100 loan will be forgiven upon compliance, by Barack Realty LLC, with the provision of paragraph 7(c) of the Development and Subsidy Agreement for Barack Realty LLC dated March 15, 2022; and,

WHEREAS, the City of Isanti has reviewed said request and found it to be in compliance with the City Code and Minnesota State Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City of Isanti, Minnesota: that a \$87,100 deferred loan is awarded to Barack Realty LLC for assistance for the acquisition of real property, legally described as The West 410 feet of the following described tract of land to-wit: All that part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Thirty-five (35), Range Twenty-three (23), described as follows, to-wit:

Commencing at the intersection of the North line of said forty acres and the Westerly right-of-

way line of Minnesota Trunk Highway No. 65 as presently existing and laid out, thence west and along said North line a distance of 1036 feet, thence South and parallel with the East line of said forty acres a distance of 425 feet, thence East and parallel with the North line of said forty acres a distance of 977 feet, more or less, and to the Westerly right-of-way line of Minnesota Trunk Highway No. 65 as presently existing and laid out, thence Northeasterly and along said Westerly right-of-way line of Minnesota Trunk Highway No. 65 to the point of beginning and there to terminate.

This resolution was duly approved by the City of Isanti this 15th of March, 2022.

Attest:

Jeff Johnson, Mayor

Jaden Strand
City Clerk

Promissory Note

\$87,100

Date:

Barack Realty LLC (“Undersigned”), for value received, promises to pay to the City of Isanti a public body corporate and political subdivision of the State of Minnesota, or its assigns (collectively referred to herein as the “Holder”), at its designated principal office or such other place as the Holder may designate in writing, the principal sum of Eighty-seven thousand and 100 dollars (\$87,100), without interest thereon, upon notification by the City of Isanti that the failure to comply set forth in section 1 below has occurred, in any coin of currency that at the time or times of the payment is legal tender for the payment of private debts in the United States of America. The principal of this Note is payable as follows:

1. The entire unpaid balance of principal shall be due and payable upon failure of the Undersigned to comply with the provisions of paragraph 7(c) of the Development and Subsidy Agreement for Barack Realty LLC, dated March 15, 2022 (the “Development and Subsidy Agreement”).
2. All of the agreements, conditions, covenants, provisions and stipulations contained in the Development and Subsidy Agreement are made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.
3. This Note shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
4. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Undersigned has caused this Note to be duly executed as of the
____ day of _____ in year of 2022.

Barack Realty LLC

By _____

Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by Kadra Hussein, Chief Executive Officer of Barack Realty LLC LLC, a corporation under the
laws of the State of Minnesota on behalf of the corporation.

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Isanti**, a Minnesota municipal corporation (“Seller”), and **Barack Realty LLC** a corporation under the laws of Minnesota (“Buyer”).

- 1. EFFECTIVE DATE.** The effective date of this Agreement is March 15, 2022 (the “Effective Date”).
- 2. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the Property legally described as follows:

Lot 3 Block 1 of Isanti Centennial Complex 7th Rearrangement, County of Isanti, State of Minnesota

Isanti County PID Number: 16.029.1400

- 3. PURCHASE PRICE.** The purchase price for the Property is \$87,100 (the “Purchase Price”).
- 4. EARNEST MONEY.** None.
- 5. SURVEY.** Buyer may, at Buyer’s expense, obtain a survey (the “Survey”) from a duly licensed surveyor. If so obtained, a copy shall be provided to Seller within 30 days of receipt by Buyer.
- 6. TITLE COMMITMENT.**
 - a. Seller makes no representations or warranties with respect to the status of title to the Property. Within 30 business days after the Effective Date, Buyer may, at Buyer’s expense, obtain a commitment from Escrow Agent to issue an owner’s policy of title insurance insuring Buyer’s title to the Property (the “Title Commitment”) and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
 - b. Buyer shall have until the date 30 days after the receipt of the Title Commitment to review Title and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller’s title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a “**Title Objection Notice**”). Any

defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a **"Permitted Exception."** Within three business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions (**"Seller's Title Notice"**). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 13, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 10, Buyer may, at any time with three business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated (**"Buyer's Title Termination Notice"**). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three business days after Buyer's receipt of Seller's Title Notice, then Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

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

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

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

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

9. INSPECTION PERIOD.

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

10. DEFINITIONS. As used in this Agreement:

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

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

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

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

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

Seller: Josi Wood
City Administrator
City of Isanti Economic Development Authority
110 1st Ave. N.W.
Isanti, MN 55040
Email: jwood@cityofisanti.us

Buyer: Barack Realty LLC

[REDACTED]

Email: [REDACTED]

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

13. CLOSING. This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual,

written agreement. The Closing shall take place at City offices or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the City to avoid the necessity for a Closing at which the Parties are present.

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

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

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

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

c. **Closing Costs.**

- i. At Closing, the following Seller closing costs and expenses must be paid from the Purchase Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller's own attorney's fees.
 2. The cost of real estate broker commission fees as prescribed in Section 14, if any.
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
 1. Property taxes payable 2022, if any.
 2. Buyer's own attorney's fees.
 3. All closing fees.
 4. Documentary and recording fees for the deed(s).
 5. State deed tax.

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

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

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

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

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

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

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

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

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

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

22. REMEDIES.

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

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

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

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

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

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

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

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

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

SELLER: The City of Isanti

By: _____
Jeff Johnson, Mayor

Dated: _____, 2022

By: _____
Jaden Strand, Clerk

Dated: _____, 2022

BUYER: Barack Realty LLC

By: _____
Kadra Hussein

Dated: _____, 2022

Its: President

CITY OF ISANTI

DEVELOPMENT AND SUBSIDY AGREEMENT FOR BARACK REALTY LLC

This Agreement (hereinafter the “Agreement”) is entered into this 15th day of March, 2022 by and between the **City of Isanti**, a Minnesota municipal corporation (the “**City**”) and **Barack Realty LLC**, a corporation under the laws of Minnesota (the “**Developer**”).

Subject Property. Developer is, or will be, the owner of the Subject Property legally described as the West 410 feet of the following described tract of land to-wit: All that part of the Southeast Quarter of the Northwest Quarter (SE¼ of NW¼) of Section Twenty-nine (29), Township Thirty-five (35), Range Twenty-three (23), described as follows, to-wit:

Commencing at the intersection of the North line of said forty acres and the Westerly right-of-way line of Minnesota Trunk Highway No. 65 as presently existing and laid out, thence west and along said North line a distance of 1036 feet, thence South and parallel with the East line of said forty acres a distance of 425 feet, thence East and parallel with the North line of said forty acres a distance of 977 feet, more or less, and to the Westerly right-of-way line of Minnesota Trunk Highway No. 65 as presently existing and laid out, thence Northeasterly and along said Westerly right-of-way line of Minnesota Trunk Highway No. 65 to the point of beginning and there to terminate.

Located in the County of Isanti, State of Minnesota, PID Number 16.029.1400. Sale of the Subject Property by the City to Developer at a price below market value is the subsidy contemplated by this Agreement.

1. Conditions of Approval. The City has approved development of the Subject Property, as subsidized by the City, subject to satisfaction of the following conditions:
 - a. The Developer’s Execution of this Agreement. That the Developer enter into this Agreement.

- b. Marketable Title. That the Developer obtain, and retain, title to the Subject Property.
 - c. Proof of Authority. That the Developer provide proof that its governing board authorized the Developer's execution of this Agreement. This proof of authority may be satisfied by providing the City with a certified copy of the minutes of the governing board.
 - d. Plat. That the Developer must plat the parcel as is required by Isanti City Code to build on the site at the Developer's expense subject to: (a) approval under the requirements of an Administrative Subdivision as detailed in Ordinance 740, Chapter 536, Article 2.
 - e. Site Plan. That Developer's site plans, as required by the Isanti City Code, be completed by Developer and reviewed and approved by the City.
2. The Plans. The term "Plans" as used in this Agreement means the Site Plans prepared by Developer. The Plans are subject to: (a) Planning Commission review; (b) approval of the City Council; and (c) such further revisions as the Developer may propose and the City approves. The Plans shall not be attached to this Agreement but are in the City's files.
3. Required Private Improvements. The private improvements the Developer will construct or install are as follows:
- a. Sanitary sewer
 - b. Water
 - c. Storm drainage facilities
 - d. Stormwater maintenance
 - e. Parking lot
 - f. Temporary driveway access (as approved by the City Engineer)
 - g. Lot grading
 - h. Landscaping
4. Payment of Development Fees. Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$5,000 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. Any funds remaining in the escrow account(s) after the completion of the Development shall be refunded to the Developer. In the event the escrow account balance is reduced to \$1,000 or less, the Developer shall post additional sums of money to replenish the account to a maximum of \$2,000 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the

Developer's escrow account. Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees are collected at the time the building permit is issued.

5. Developer Defaults. If the Developer defaults in the performance of one or more of the Developer's obligations under this Contract, i) the City gives the Developer 30 days' written notice of the default and ii) the Developer fails to cure the default within said 30 days, then the City may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The City may, at its option, perform or engage one or more third parties to perform the Developer's obligations. If, in the reasonable judgment of the City's staff, the Developer's default creates an immediate risk to public health or safety, the City may perform or engage one or more third parties to perform the work before the City provides the notice described in the initial paragraph of this Section, but the City must use commercially reasonable efforts to notify the Developer as promptly as possible that the City is undertaking to perform the Developer's obligation or obligations. If the City performs one or more obligations of the Developer, the Developer must reimburse the City for any costs or expenses the City incurs, including costs and expenses for City staff time, to perform the work within 30 days after the City notifies the Developer, in writing, of the costs and expenses the City incurred to perform the work. If the Developer does not reimburse the City within said 30day period, the City may pursue any remedies available to the City either at law or in equity or, in the alternative, the City may draw on the financial guaranty the Developer has provided to the City pursuant to this Agreement to reimburse itself for the expenses the City incurs to perform the work. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court Order for permission to enter the Developer Property. As an alternative to seeking recovery from the Developer or the financial guaranty, the City may levy special assessments against the Developer Property in accordance with Minnesota Statutes Section 429, and the Developer, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the Developer may have to such special assessments;
 - b. The City may commence an action in Isanti County District Court to pursue any remedy available to the City at law or in equity including, but not limited to, injunctive relief;
 - c. The City may refuse to grant building permits for improvements to be constructed on the Subject Property until the Developer has cured all of its defaults; and
 - d. The City may draw upon all or any portion of the financial guaranty the Developer has provided to the City and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the City pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the

financial guaranty to satisfy any judgment the City obtains against the Developer pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the City pursuant to Section 11 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this paragraph.

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

- a. Subsidy. Developer acknowledges and agrees that it received a business subsidy from the City in the form of a reduced purchase price for the Subject Property. The Subject Property is valued at \$87,100. The City sold the Subject Property to Developer for \$87,100 subject to a forgivable loan as outlined in the Promissory Note dated March 15, 2022. The value of the subsidy is \$87,100.
- b. Public Purpose. The public purposes for granting the subsidy are to create jobs within the City of Isanti and to increase the City's tax base.
- c. Subsidy Goals. Developer shall create a minimum of 5 full-time, or full-time equivalent, jobs within two years of the date of this Agreement. All jobs shall meet or exceed State minimum wage requirements. Developer shall continue to meet or exceed said employment goals for at least five years after the date of this Agreement. In the event these requirements are not met, Developer shall pay the City the amount of the subsidy in a single lump sum payment or as otherwise agreed to in writing by the parties.
- d. Statement of Need. Developer represents that without the business subsidy contemplated by this Agreement, Developer would not relocate its existing business to the City.
- e. Reporting. Developer shall provide reports to the City as required by Minnesota Statutes section 116J.994, subdivision 7, on forms provided by the City.

7. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the City or the Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing,

signed by the parties, and approved by a resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- c. Compliance with Laws and Regulations. The Developer represents to the City that the Site Plan complies with all City, County, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the site plan does not comply, the City may, at its option, refuse to allow any construction or development work on the Subject Property until the Developer does comply. Upon the City's demand Developer shall cease work until there is compliance.
- d. Mailbox Locations. If the Developer desires to construct a mailbox within the public right of way, the Developer agrees that the placement of a mailbox along public streets is subject to the approval by the Postmaster. Utility locates will be necessary.
- e. Not applicable.
- f. Construction, Hours and Entrance Signs. The City restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 9:00 p.m., weekends and holidays, 8:00 a.m. to 8:00 p.m. The Developer is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed 80 square feet in size and must be clearly visible at all times during the construction period.
- g. Construction Site Maintenance. The Developer shall adhere to all of the City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The City reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to the Required Private Improvements, unless qualified as fixed amounts, are estimated. The Developer agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. Are to be paid by the Developer.
- j. Reimbursement to the City. The Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the City's Building Official, which authorizes the structure to be used for its intended purposes.

1. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

To Developer:
Barack Realty LLC



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

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

The Developer:

BARACK REALTY LLC

By: _____

Kadra Hussein

Its: Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by Joe Kliever, Chief Executive Officer of Barack Realty LLC, a corporation under the laws of
the State of Minnesota on behalf of the corporation.

Notary Public

The City of Isanti

THE CITY OF ISANTI

By: _____
Its: Mayor

By: _____
Its: Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2022, by Jeff Johnson and Jaden Strand, the Mayor and the Clerk, respectively, of the City of Isanti, a municipal corporation organized under the laws of the State of Minnesota on behalf of the City.

Notary Public

This document drafted by:
Ratwik, Roszak & Maloney, P.A
730 Second Ave. S., Suite 300
Minneapolis, MN 5540

City of Isanti

Gross Payroll	113,642.37
Social Security & Medicare	6,288.34
Public Employees Retirement	11,546.36
Total City Expense	<u>131,477.07</u>

Pay Date 3/4/2022

Pay Period 5 (2/13-2/26/22)

Report Criteria:

Report type: Summary

Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/22	03/02/2022	57816	3038	ALLIANCE BUILDING CORPORATION	609-20200	84,900.02
03/22	03/02/2022	57817	2030	ARTISAN BEER COMPANY	609-20200	101.55
03/22	03/02/2022	57818	9	BERNICKS PEPSI-COLA	609-20200	2,533.20
03/22	03/02/2022	57819	1500	BOLTON & MENK INC	425-20200	26,401.36
03/22	03/02/2022	57820	2487	CAPITOL BEVERAGE SALES	609-20200	224.00
03/22	03/02/2022	57821	1792	CARLOS CREEK WINERY	609-20200	1,089.00
03/22	03/02/2022	57822	1629	CITY OF ISANTI	101-20200	12,974.12
03/22	03/02/2022	57823	3083	CLOSING HUB	601-20200	36.82
03/22	03/02/2022	57824	120	CONNEXUS ENERGY	101-20200	19,588.04
03/22	03/02/2022	57825	3155	CUSTOM COMMERCIAL SERVICES	101-20200	135.00
03/22	03/02/2022	57826	8	DAHLHEIMER DISTRIBUTING CO	609-20200	6,228.21
03/22	03/02/2022	57827	3151	FREEMAN, JESSECHIAH & HOLLER, AASHA	601-20200	231.35
03/22	03/02/2022	57828	3140	GARPHISH BREWING COMPANY	609-20200	246.00
03/22	03/02/2022	57829	2830	GDO LAW	101-20200	4,083.33
03/22	03/02/2022	57830	949	GRAINGER INC	602-20200	705.89
03/22	03/02/2022	57831	2697	HILDI INC	609-20200	1,100.00
03/22	03/02/2022	57832	3154	HOMEPRIDE INC	601-20200	29.49
03/22	03/02/2022	57833	1891	ISANTI AREA JOINT FIRE DISTRICT	101-20200	68,270.28
03/22	03/02/2022	57834	7	JOHNSON BROTHERS LIQUOR CO	609-20200	14,257.70
03/22	03/02/2022	57835	5	KAWALEK TRUCKING	609-20200	395.20
03/22	03/02/2022	57836	3156	KELZENBERG, STEVE	101-20200	5.00
03/22	03/02/2022	57837	3118	KLOCKOW BREWING COMPANY, INC	609-20200	198.00
03/22	03/02/2022	57838	394	LMCIT	226-20200	157,713.00
03/22	03/02/2022	57839	17	MCDONALD DISTRIBUTING CO	609-20200	8,464.15
03/22	03/02/2022	57840	3133	MORTON SALT	101-20200	4,246.75
03/22	03/02/2022	57841	2080	MVTL LABORATORIES INC	602-20200	258.91
03/22	03/02/2022	57842	981	NORTHERN DEWATERING INC	602-20200	20,028.16
03/22	03/02/2022	57843	617	PAUSTIS & SONS	609-20200	2,464.75
03/22	03/02/2022	57844	3153	PEARSON, JENNIFER	603-20200	49.93
03/22	03/02/2022	57845	44	PHILLIPS WINE & SPIRITS INC	609-20200	2,545.46
03/22	03/02/2022	57846	3148	R & B HOMES LLC	601-20200	18.58
03/22	03/02/2022	57847	2827	RATWIK ROSZAK & MALONEY P.A.	101-20200	1,080.00
03/22	03/02/2022	57848	2396	SOUTHERN GLAZERS OF MN	609-20200	7,132.45
03/22	03/02/2022	57849	1361	STAPLES ADVANTAGE	101-20200	161.55
03/22	03/02/2022	57850	73	STAR	101-20200	149.11
03/22	03/02/2022	57851	1290	THE AMBLE GROUP	101-20200	127.09
03/22	03/02/2022	57852	2251	TITLE SMART INC	601-20200	47.62
03/22	03/02/2022	57853	427	VESSCO INC	601-20200	2,668.18
03/22	03/02/2022	57854	42	VIKING COCA-COLA BOTTLING CO	609-20200	228.60
03/22	03/02/2022	57855	4	WATSON CO INC	609-20200	1,954.04
03/22	03/02/2022	57856	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,938.00
03/22	03/02/2022	57857	780	WINE MERCHANTS	609-20200	2,634.00
03/22	03/02/2022	57858	3152	ZILLOW CLOSING SERVICES	603-20200	19.74
Grand Totals:						458,663.63

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
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03/22	03/08/2022	57865	3020	ADAMS PEST CONTROL INC	101-20200	289.00
03/22	03/08/2022	57866	2689	ADVANCED POWER SERVICES INC	602-20200	290.00
03/22	03/08/2022	57867	2863	AMAZON CAPITAL SERVICES	101-20200	189.59
03/22	03/08/2022	57868	2850	BEAUDRY OIL & PROPANE INC	101-20200	2,850.01
03/22	03/08/2022	57869	53	BELLBOY CORPORATION	609-20200	3,337.80
03/22	03/08/2022	57870	9	BERNICKS PEPSI-COLA	609-20200	2,531.37
03/22	03/08/2022	57871	368	BILLS QUALITY CLEANING	609-20200	712.00
03/22	03/08/2022	57872	2319	BREAKTHRU BEVERAGE OF MN	609-20200	11,655.74
03/22	03/08/2022	57873	1198	CENTER POINT ENERGY	601-20200	7,037.35
03/22	03/08/2022	57874	1198	CENTERPOINT ENERGY	101-20200	75.00
03/22	03/08/2022	57875	1472	CRAWFORDS EQUIPMENT INC	101-20200	1,082.16
03/22	03/08/2022	57876	8	DAHLHEIMER DISTRIBUTING CO	609-20200	5,018.03
03/22	03/08/2022	57877	2720	DEFIANT DISTRIBUTORS	609-20200	1,547.05
03/22	03/08/2022	57878	3159	ELM CREEK BREWING	609-20200	278.00
03/22	03/08/2022	57879	1682	FERGUSON WATERWORKS	601-20200	1,563.44
03/22	03/08/2022	57880	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	134.26
03/22	03/08/2022	57881	3140	GARPHISH BREWING COMPANY	609-20200	174.00
03/22	03/08/2022	57882	134	GOPHER STATE ONE-CALL INC	601-20200	41.85
03/22	03/08/2022	57883	2761	GRATITUDE FARMS	101-20200	250.00
03/22	03/08/2022	57884	114	ISANTI COUNTY RECORDER	101-20200	56.00
03/22	03/08/2022	57885	7	JOHNSON BROTHERS LIQUOR CO	609-20200	16,455.03
03/22	03/08/2022	57886	5	KAWALEK TRUCKING	609-20200	339.80
03/22	03/08/2022	57887	3158	KOORS, CALEB & SARA	601-20200	738.01
03/22	03/08/2022	57888	3157	LANGUAGE LINE SERVICES	101-20200	18.90
03/22	03/08/2022	57889	2762	LEGACY SECURITY TECHNOLOGY INC	609-20200	770.07
03/22	03/08/2022	57890	434	LITTLE FALLS MACHINE INC	101-20200	376.05
03/22	03/08/2022	57891	1479	LOFFLER -131511	108-20200	128.56
03/22	03/08/2022	57892	17	MCDONALD DISTRIBUTING CO	609-20200	15,179.90
03/22	03/08/2022	57893	2978	MILBANK WINWATER WORKS	601-20200	20,301.57
03/22	03/08/2022	57894	176	MN DEPT OF REVENUE	101-20200	32,867.00
03/22	03/08/2022	57895	3133	MORTON SALT	101-20200	5,855.29
03/22	03/08/2022	57896	2080	MVTL LABORATORIES INC	602-20200	166.77
03/22	03/08/2022	57897	1989	NEW HOPE COMMUNITY CHURCH	101-20200	18.97
03/22	03/08/2022	57898	3121	OMNI BREWING COMPANY, LLC	609-20200	192.00
03/22	03/08/2022	57899	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,955.80
03/22	03/08/2022	57900	12	POSTMASTER	101-20200	294.00
03/22	03/09/2022	57901	3067	RITE	609-20200	.00 V
03/22	03/08/2022	57902	3160	SHEFFER GROUP LLC	601-20200	61.37
03/22	03/08/2022	57903	2396	SOUTHERN GLAZERS OF MN	609-20200	5,670.20
03/22	03/08/2022	57904	2554	SPECIALTY SOLUTIONS	101-20200	604.69
03/22	03/08/2022	57905	1361	STAPLES ADVANTAGE	101-20200	267.95
03/22	03/08/2022	57906	1290	THE AMBLE GROUP	602-20200	306.84
03/22	03/08/2022	57907	626	THE WINE COMPANY	609-20200	319.00
03/22	03/08/2022	57908	2944	UNIFIRST CORPORATION	609-20200	945.12
03/22	03/08/2022	57909	1820	URBANS HARDWARE INC	101-20200	149.33
03/22	03/08/2022	57910	2524	US BANK EQUIPMENT FINANCE	101-20200	63.00
03/22	03/08/2022	57911	2027	US INTERNET	603-20200	57.80
03/22	03/08/2022	57912	686	VERIZON WIRELESS	101-20200	1,522.04
03/22	03/08/2022	57913	42	VIKING COCA-COLA BOTTLING CO	609-20200	184.20
03/22	03/08/2022	57914	1286	VINOCOPIA INC	609-20200	1,122.58
03/22	03/08/2022	57915	4	WATSON CO INC	609-20200	1,004.52
03/22	03/08/2022	57916	1922	WEX BANK	101-20200	5,376.17

City of Isanti

Check Register - Mayor/Council Approval

Page: 2

Check Issue Dates: 3/8/2022 - 3/9/2022

Mar 09, 2022 03:01PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/22	03/08/2022	57917	2475	WHITE BEAR IT SOLUTIONS LLC	609-20200	465.51
03/22	03/08/2022	57918	780	WINE MERCHANTS	609-20200	680.00
03/22	03/08/2022	57919	2872	WINEBOW	609-20200	290.25
03/22	03/08/2022	57920	2666	WRS IMPORTS	609-20200	218.50
03/22	03/09/2022	57921	3067	RITE	609-20200	96.64
Grand Totals:						173,676.08

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

RESOLUTION 2022-XXX

REESTABLISHING PRECINCTS AND POLLING PLACES

WHEREAS, the legislature of the State of Minnesota has been redistricted; and,

WHEREAS, Minnesota Statute Section 204B.14, subd. 3 (d) requires that precinct boundaries must be reestablished within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, hereby establishes the boundaries of the voting precincts and polling places as follows:

1. Precinct 1 is Isanti City Hall, 110 First Avenue NW, Isanti, Minnesota 55040.
2. Precinct 2 is Isanti Community Center, 208.5 First Avenue NW, Isanti, Minnesota 55040.

Attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling place.

This Resolution is hereby approved by the Isanti City Council this 15th day of March 2022.

Attest:

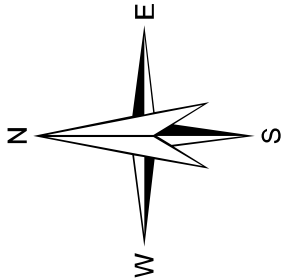
Mayor Jeff Johnson

Jaden Strand
City Clerk

CITY OF ISANTI
2022
PRECINCT & POLLING
PLACE MAP
ISANTI COUNTY, MINNESOTA
March 2022

Office of the City Clerk

City of Isanti, MN
PO Box 428
110 1st Ave NW
Isanti, MN 55040
763-444-5512



Polling Locations

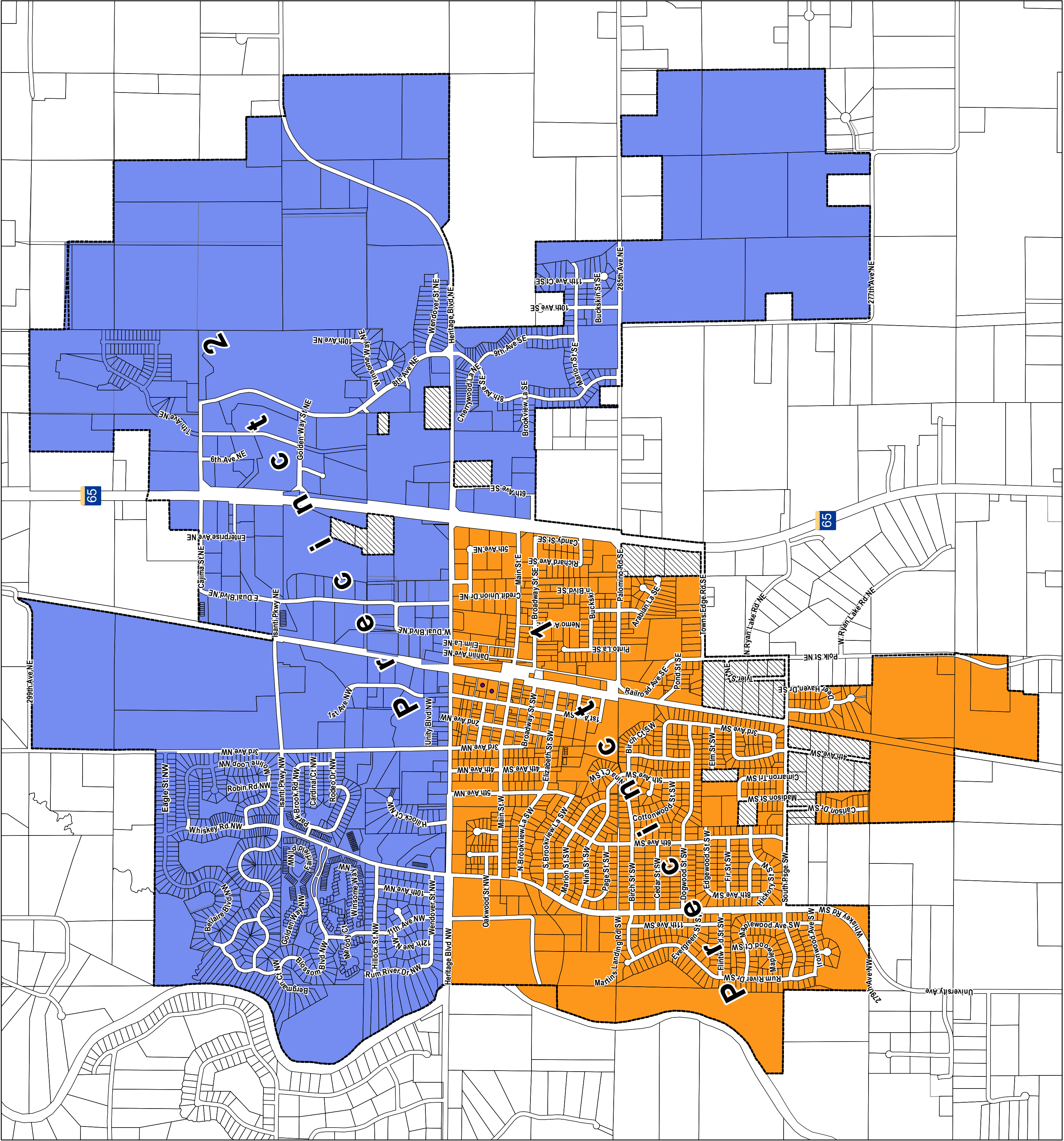
Precinct 1

Isanti City Hall
110 1st Ave NW
Isanti, MN 55040



Precinct 2

Isanti Community Center
208.5 1st Ave NW
Isanti, MN 55040



RESOLUTION 2022-XXX

AWARDING QUOTE FOR OUTSOURCING THE MOWING OF
NUISANCE WEED/GRASS ABATEMENT LOTS

WHEREAS, the City of Isanti has determined that is in the City's best interest to accept quotes for the outsourcing of mowing services for nuisance weed/grass abatement lots located within the city; and,

WHEREAS, a request for quotes for the services was published in the City's official newspaper; and,

WHEREAS, only one quote was received from First Rate Outdoors, LLC;

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

1. To hereby award the low quote for mowing services for nuisance residential weed/grass abatement lots as provided within the specifications so posted and published to First Rate Outdoors, LLC for the 2022, 2023 and 2024 mowing season.
2. To hereby award the quote for mowing services for nuisance large tract weed/grass abatement as provided within the specifications so posted and published to First Rate Outdoors, LLC for the 2022, 2023 and 2024 mowing season.
3. That First Rate Outdoors, LLC provides a Certificate of Compliance as required under the Minnesota Workers' Compensation Law (if required).
4. That First Rate Outdoors, LLC provides a copy of their liability insurance and names the City as an 'additional insured'.
5. That the quotation as signed by the vendor for the 2022, 2023 and 2024 Growing Season constitutes a contract with the City of Isanti for said services. Mowing rates are listed in Attached Quotation.
6. That City staff is authorized to charge the administrative fee for billing of properties abated as designated in the City Fee Schedule; with the administrative fee, rate charge and any applicable sales tax charged to the responsible party.

This Resolution is hereby approved by the Isanti City Council this 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



**REQUEST FOR PROPOSAL
For Nuisance Weed Abatement on Private Property**

Company Name/Address:

First-Rate Outdoors LLC

[Redacted Address]

Phone:

[Redacted Phone Number]

Email address:

[Redacted Email Address]

Quotations will be received until 4:00 pm on Wednesday, March 2nd, 2022. Quotations are requested from commercial mowing firms for furnishing labor and equipment for the abatement/cutting of weeds and tall grass on developed and vacant residential lots within the City of Isanti. Also requested is a base fee plus an hourly mowing rate for large tracts. The City reserves the right to consider the large tract rate fee quote separately from the residential lot mowing fee quote. The properties for which services are being requested will be in violation of the City's weed nuisance ordinance. Generally grass and weeds will be 8" or more in height. The City reserves the right to accept or reject quotes received for these services.

THIS CONTRACT IS FOR THE 2022, 2023 and 2024 GROWING SEASON.

Requirements – Minimum:

A. Performance

- The cost per site will include the following: mowing and trimming around structures, posts, fences and objects. Ancillary clearing of loose paper/cardboard debris prior to mowing. Care shall be taken not to damage trees and shrubs.
- Areas must be cut within two working days of date of City request via e-mail Note: There will be a \$25 penalty fee for each site not mowed within the two working days (week days), unless there is approval by the Public Works Director to extend this period due to weather or extenuating circumstances.
- In the event the selected contractor cannot mow in the time specified, the City has the right to contact alternate mowing contractors to perform the work.
- Streets, sidewalks and driveways must be free of cutting debris. Bagging and removal of clippings is not required.
- Weeds and grass must be cut and trimmed to 3" height.
- Insurance – must carry a \$1 million liability coverage policy and workers compensation insurance (if required). A certificate of insurance with the City of Isanti named as an additional insured will be required. Service providers shall meet all City requirements prior to providing services to the City.

- In the event of non-performance or at the City's discretion, services from the vendor may be terminated by written notice from the City.
- Regarding Large Lot mowing, a 50 foot perimeter is to be mowed around the property where it abuts a street or property line of a developed area. The contractor must have equipment capable of mowing rough larger multi-acre areas. These areas may have weeds, brush and small trees (up to 2 inches) that will need to be removed. It is the contractor's responsibility to check areas prior to mowing for rocks and debris that may damage their equipment. Care should be taken not to mow over the extension of water curb boxes, wood stakes or other property markers. The Contractor should consult with City officials concerning whether only perimeter mowing of the areas is required or if the entire site needs to be mowed.
- Mowing contractors must be available for the entire mowing season which could start as early as April and extend as late as the end of October.
- The selected mowing contractor will meet with City staff prior to the start of the mowing season and shortly after mowing has started to ensure an efficient process.

B. Communication and Billing

- The City will e-mail the address of lots/sites that will require mowing to the contractor.
- The contractor will have two full business days after the date the e-mail is sent to complete the work.
- Once the work is completed on a property, the contractor will notify the City by e-mail that the service has been completed (on the day of service).
- Invoices must be submitted for payment with specific dates that services were performed. At the end of each month, the contractor will submit a statement reflecting all invoices previously submitted for payment. Payment will only be made from invoices.

C. Equipment Required: Please list this equipment below.

- Commercial grade self-propelled walk or rider mower and weed trimmers.
- For Large Lot Mowing – commercial grade equipment capable of mowing rough areas, brush and small trees.

Quote For Services / Other Required Information

D. Amount for Service (includes all transportation and travel time)

1. Residential Lot - Cost per Site

\$ 150.00

2. Mobilization Fee (if owner has cut)

\$ 30.00

3. Base Fee Plus Hourly Mowing Fee for Large Tracts*

\$ 150.00

*The City reserves the right to consider this quote separately

Please provide a list of EQUIPMENT available to fulfill requirements of contract:

1. Lawn mower
2. weed trimmer
3. leaf blower

Please provide 3 references that you provided commercial mowing services.
(Name/Contact Information)

1. CBD Joint
2. Safe Transitions
3. Elmhurst Apartments

In submitting this quotation, the vendor agrees that acceptance of any or all quotations by the below designated party within a thirty (30) day period constitutes a Contract.

Signed: [Signature] Date: 2/16/2022

Firm Name: First Rate Outdoors LLC.

AN AUTHORIZED EMPLOYEE OF THE COMPANY MUST SIGN ALL QUOTATIONS.

QUOTES SUBMITTED MUST BE CLEARLY MARKED: Quote for Nuisance Weed Abatement Services

PLEASE SUBMIT QUOTES TO:

Jaden Strand, City Clerk
City of Isanti
P.O. Box 428
Isanti, MN 55040

For further information or questions, please call: (763) 762-5759.



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Alyssa Olson, Parks, Recreation & Events Coordinator
Date: March 15, 2022
Subject: Resolution 2022-XXX Authorizing Submission of DNR Outdoor Recreation Grant Application

Background:

The DNR Outdoor Recreation Grant is an annual grant awarded to local units of government to cover up to 50% of costs associated with projects that continue development of local parks and recreation areas. Staff has completed an application to apply for the 2023 program with maximum award funding of \$300,000 that would support the addition of amenities in Bluebird Park. The outlined project would include the building of a splash pad and restrooms, plus the addition of pollinator-friendly gardens and to increase the accessibility aspect of the project, the addition of intergenerational fitness equipment along the walk trails, which will enhance the funding appeal of the project.

The identified features would have a total project cost of \$775,000, with the potential to receive \$300,000 in grant funding. The remaining project costs would include \$436,000 allocated for restrooms and the splash pad in the CIP and the remaining \$38,000 would draw from Park Dedication funds, which are solely to be used for park projects.

Request:

Staff is requesting approval to submit the grant application to apply for funds for this total park project.

Attachment:

- Resolution 2022-XXX

RESOLUTION 2022-XXX

AUTHORIZING DNR OUTDOOR RECREATION GRANT SUBMISSION

BE IT RESOLVED that City of Isanti act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on the 30th day of March, 2022 and that Alyssa Olson is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of City of Isanti.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the State any actual, potential, or perceived individual or organizational conflicts of interest to the application or grant award.

BE IT FURTHER RESOLVED that City of Isanti has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Isanti has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that City of Isanti has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, City of Isanti may enter into an agreement with the State for the above-referenced project, and that City of Isanti certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that Parks, Recreation & Events Coordinator is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of City of Isanti on the 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Matt Sylvester, Public Services Director
Date: March 1, 2022
Subject: Resolution Authorizing the Replacement of the Main Lift Station Generator

Background:

The main lift station has a back-up generator that will run during the event of a power failure. This generator is needed as the main lift station will run approximately every seven minutes. The Capital Improvement Plan has \$77,250 for the generator replacement. The Main Lift Station site does not meet the 100kw minimum requirement to be a part of the Peak Shaving Program through Conexus Energy.

Staff reached out and received four quotes for the purchase of the Main Lift Station generator:

Vendor	Generator Model	Quote	With Powered Louvers Option	Warranty
Kodiak	Taylor TD100	\$40,871.00	NA	2 Year
Ziegler	D100GC	\$35,443.00	\$41,343.00	5 Years / 2500 hours
Cummins	C100D6C	\$41,700.00	NA	2 years
Interstate Power Systems	OM 926	\$34,300.00	\$36,350.00	2 years / 3000 hours

The generator with the powered louvers option will aid in heat control during the winter months for cold weather starting.

There would be an additional cost of \$1,000.00 for Total Control to integrate the new generator into the Scada.

There would also be an additional cost of \$6,000.00 for Isanti Electric to complete the circuit between the Main Lift Station and the generator.

Recommendation:

Staff is recommending to accept the quote from Interstate Power Systems for the purchase of the Main Lift Station generator with the powered louvers option, allow Total Control to integrate the Scada into the new generator, and for Isanti Electric to complete the circuit between the Main Lift Station and the generator. The total cost including a 10% contingency is \$47,685.00.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022 - XXX Authorizing the Replacement of the Main Station Generator
- Quote from Kodiak
- Quote from Ziegler
- Quote from Cummins
- Quote from Interstate Power Systems

RESOLUTION 2022-XXX

AUTHORIZING THE REPLACEMENT OF MAIN LIFT STATION GENERATOR

WHEREAS, the Main Lift Station has a generator that will run during a power failure; and,

WHEREAS, the main lift station will run approximately every seven minutes; and,

WHEREAS, the Capital Improvement Plan (CIP) has \$77,250.00 for the replacement of the Main Lift Station Generator; and,

WHEREAS, a generator with powered louvers will aid in heat control during winter months for cold weather starting; and,

WHEREAS, staff reached out and received the following quotes for the replacement of the Main Lift Station Generator; and,

Vendor	Quote Without Powered Louvers	Quote With Powered Louvers
Kodiak	\$40,871.00	NA
Ziegler	\$35,443.00	\$41,343.00
Cummins	\$41,700.00	NA
Interstate Power Systems	\$34,300.00	\$36,350.00

WHEREAS, an additional cost of \$6,000.00 from Isanti Electric to complete the circuit from the Main Lift Station to the generator; and,

WHEREAS, an additional cost of \$1000.00 from Total Control to integrate the new generator into the Scada; and,

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the quote from Interstate Power Systems in the amount of \$36,350.00 for the replacement of the Main Lift Station Generator with the powered louvers option, allow Total Control to integrate the new generator into the Scada in the amount of \$1,000.00, and allow Isanti Electric to complete the circuit from the Main Lift Station to the generator. The total cost including a 10% contingency is \$47,685.00 funding source identified as Sewer (500).

This resolution was duly adopted by the Isanti City Council this 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action- MEMO

To: Mayor Johnson and Members of City Council
From: Jaden Strand, City Clerk
Date: March 15, 2022
Subject: Resolution 2022-XXX Accepting Quote for Animal Control and Kennel Services

Background:

A Request for proposals was placed in the Official Newspaper and posted for Animal Control and Kennel Services for the City. Contracted services shall run from April 1, 2022 through March 31, 2027. The City received two quotes/proposals for animal control services. The proposals are as follows:

QUOTER			Comments
Gratitude Farms	\$85.00 Impound Fee	\$25.00/day Boarding Fee	<p>\$250.00 monthly all-inclusive fee to City.</p> <p>No price adjustment over term of contract.</p> <p>Vendor keeps all fees charged.</p>
On-Line Retrievers	\$100.00 Impound Fee, plus mileage/ IRS rate	\$30.00/day Boarding	<p>No monthly City fee, \$100.00 response fee for a complaint or response plus IRS mileage.</p> <p>Transport to Kennel or University of Minnesota- \$100.00 fee plus mileage/IRS rate for transport.</p> <p>Transport to Vet- IRS mileage.</p> <p>2.5% price adjustment per year for Kennel Services.</p> <p>IRS mileage adjustment each year if any.</p> <p>Vendor keeps all fees charged.</p>

Staff has reviewed the proposals and recommends continuing services with Gratitude Farms.

Request:

Staff is requesting to enter into a contract with Gratitude Farms for Animal Control and Kennel Services.

Attachment:

- Resolution 2022-XXX Accepting Quote for Animal Control and Kennel Services

RESOLUTION 2022-XXX

ACCEPTING QUOTE FOR ANIMAL CONTROL AND KENNEL SERVICES

WHEREAS, the City of Isanti has requested quotes for Animal Control and Kennel Services; and,

WHEREAS, staff has received quotations for Animal Control and Kennel Services from Gratitude Farms and On-Line Retrievers; and,

WHEREAS, both vendors are qualified service providers and their proposals are as follows:

QUOTER			Comments
Gratitude Farms	\$85.00 Impound Fee	\$25.00/day Boarding Fee	\$250.00 monthly all-inclusive fee to City. No price adjustment over term of contract. Vendor keeps all fees charged.
On-Line Retrievers	\$100.00 Impound Fee, plus mileage/ IRS rate	\$30.00/day Boarding	No monthly City fee, \$100.00 response fee for a complaint or response plus IRS mileage. Transport to Kennel or University of Minnesota- \$100.00 fee plus mileage/IRS rate for transport. Transport to Vet- IRS mileage. 2.5% price adjustment per year for Kennel Services. IRS mileage adjustment each year if any. Vendor keeps all fees charged.

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

1. The City Council hereby accepts the quote from Gratitude Farms for Animal Control and Kennel Services
2. That the City Administrator is hereby authorized to complete and enter into the City Animal Control and Kennel services contracts for the provision of Animal Control and Kennel Services with Gratitude Farms.
3. The contract shall run from April 1, 2022 through March 31, 2027.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING PACKET MANAGEMENT AND INFORMATION SOFTWARE

WHEREAS, the Technology Fund (Fund 614) had anticipated a packet management software expenditure in 2020 in the amount of \$10,000.00; and,

WHEREAS, staff did not move forward with the purchase at that time due to technology we hoped we would use through Laserfiche software; and,

WHEREAS, after much research and reviewing the benefits, it became apparent that Laserfiche was unable to achieve the results desired and it was in the best interest of the City to expend funds on a platform to better serve the public and enhance City residents' ability to view and receive information in addition to packet management; and,

WHEREAS, Staff solicited quotes and viewed presentations and recommends Granicus, Peak software, as the best and most affordable option to the City; and,

WHEREAS, having this platform embedded in the City's website will allow the public to view documents, find resolutions, search agenda packet information plus more with ease which has never been able to be done before; and,

WHEREAS, also agenda packet management software will save staff time in the packet approval process and assembly; and,

WHEREAS, the cost for Peak software is \$3,300.00 and requires an annual subscription, agreement outlined as Exhibit A; and,

WHEREAS, authorize expenditure in Technology Fund (Fund 614) in the amount of \$3,300.00;

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

1. Approve Peak Management software from Granicus in the amount of \$3,300.00.
2. Authorize the City Administrator to enter into an agreement with Granicus and sign all necessary documentation.
3. Authorize the Finance Director to make the necessary budget adjustment.
4. Authorize the Finance Director to include annual costs for Peak in upcoming budgets.

This Resolution is hereby approved by the Isanti City Council this 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Isanti, MN

Granicus Proposal for Isanti, MN

ORDER DETAILS

Prepared By:	Matt Hays
Phone:	
Email:	matt.hays@granicus.com
Order #:	Q-172117
Prepared On:	02/04/2022
Expires On:	03/27/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	8 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$3,300.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$3,300.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	\$3,531.00	\$3,778.17
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Peak)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$3,531.00	\$3,778.17

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Send Agenda (Peak)	<p>Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.</p>
Peak - Setup & Configuration	<p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	<p>Peak Agenda Management - Online Group Training is for Group training of Peak Agenda Management, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.</p>
Open Platform - Setup and Configuration	<p>Setup and configuration for Open Platform</p>

Solution	Description
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Isanti, MN to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-172117 dated 02-04-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-172117 dated 02/04/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Isanti, MN	
Signature:	
Name:	
Title:	
Date:	

ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

Permitted Use. Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.

Data Sources. Data uploaded into ClearCaster products must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into the ClearCaster products without Granicus’ written permission and professional services support for list cleansing.

Passwords. Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the the ClearCaster products accessed through Customer’s passwords.

Content. Customer can only use the ClearCaster products to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

Disclaimers. Any text, data, graphics, or any other material displayed or published on Customer’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

Advertising. The ClearCaster products shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through the ClearCaster products prior to approving the presence of Advertising within the ClearCaster products.

Restrictions. Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or

accounts of other parties, including but not limited to, other Granicus customers;

- Customer must not use the Granicus products, services or the ClearCaster products in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- Customer must not use the services or ClearCaster products as a door or signpost to another server.
- Access or use any portion of the ClearCaster products, except as expressly allowed by this Order;
- Copy, distribute, sublicense, or otherwise share, software provided on the ClearCaster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the ClearCaster products; or add or remove software on the ClearCaster products without Granicus consent;
- Use the ClearCaster products for any unlawful purposes;
- Export or allow access to the ClearCaster products in violation of U.S. laws or regulations;
- Except as expressly permitted in this Order, subcontract, disclose, rent, or lease the ClearCaster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the ClearCaster products to develop any software application intended for resale which uses the ClearCaster products in whole or in part.

Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the ClearCaster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the ClearCaster products, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

License to Content; Access. Customer hereby grants Granicus and its vendors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the ClearCaster products. Customer agrees that Granicus and its vendors may remotely access the ClearCaster products for the sole purpose of providing Granicus products and services, and the ClearCaster products.

Warranties and Disclaimers. The ClearCaster products are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS SUPPLIERS WARRANT THAT THE CLEARCASTER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS NOR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS NOR ITS SUPPLIER SHALL BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, TECHNOLOGY, OR HARDWARE; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, HARDWARE, CLEARCASTER PRODUCTS, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES RESULTING EXCLUSIVELY FROM THE CLEARCASTER PRODUCTS (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THE CLEARCASTER PRODUCTS MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.



Memo for Discussion

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: March 15, 2022
Subject: Resolution to Approve Chamber AV Reprogramming Upgrade

Background:

Since implementation, July 2019, of the new software and equipment for audio visual (AV) in the Chambers, there have been significant issues staff has worked to resolve with the implementation company. Issues include microphones not working, hardware not communicating with the software, audio and video not recording, etc. Due to a change in their company structure and the process for repair tickets, there has been a significant increase in labor costs to try to resolve the issues. Because of this, Staff began to reach out to other vendors who can work with Crestron software. Staff solicited quotes and received one from Excel AV Group. Their analysis is that there are major issues with the software programming that is resulting in us having issues with the hardware, audio receiving and video recording. Staff is recommending to accept the quote from Excel AV Group to reprogram our Crestron software and replace hardware as necessary in the amount of \$6,865.00. Funding for this project will be Fund 920 – Capital Improvement.

Request:

Approve expenditure from Fund 920 for Chamber AV reprogramming upgrade.

Attachments:

- Resolution 2022-XXX
- Quote from Excel AV Group

RESOLUTION 2022-XXX

APPROVING CHAMBER AUDIO VISUAL REPROGRAMMING UPGRADE

WHEREAS, the Council Chambers audio visual (AV) upgrade in 2019 has had significant issues not covered under warranty that has resulted in a substantial amount of labor costs; and,

WHEREAS, staff solicited quotes from other vendors who work with Crestron software and hardware; and,

WHEREAS, Excel AV Group / Aufderworld Corporation visited our site and submitted a proposal to reprogram the Crestron software and make necessary changes to the hardware to repair our issues with the AV system; and,

WHEREAS, their quote is for \$6,865.00 with future repair labor identified within their agreement; and,

WHEREAS, the upgrade is unbudgeted, the funding source would be from the Capital Improvement Fund (Fund 920) fund balance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby approve the following:

1. Approve AV reprogramming by Excel AV Group/ Aufderworld Corporation and authorize the City Administrator to enter into an agreement and sign all necessary documentation.
2. Authorize the Finance Director to make the necessary budget adjustment.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Council Chambers Programming Upgrade

City of Isanti

Josi Wood
110 1st Ave NW
Isanti, MN 55040
763-762-5759



Presented By:



Aufderworld Corporation

2750 Niagara Lane North
Plymouth, MN 55447 USA
763-233-7700

www.aufderworld.com

www.excelavgroup.com

Modified: 3/8/2022

Revision: 0

Programming Upgrade



- 1 **EXCEL AV GROUP Project Hardware**
Materials, Wire, Freight



- 1 **EXCEL AV GROUP Project Labor**
Installation, Training, Design, Project Management

Programming Upgrade Total: \$6,865.00

Project Subtotal: \$6,865.00

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Council Chambers Programming Upgrade Project No.: AWC-6032

3/8/2022

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Aufderworld Corporation

Project Summary

Total Installation Price:	\$6,865.00
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Grand Total:	\$6,865.00
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Client:	Josi Wood
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Date

Contractor:	Aufderworld Corporation
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Date

Payment Schedule	Amount	Due Date
Down Payment (50%)	\$3,432.50	
Final Payment (50%)	\$3,432.50	
Sales tax will be added to the final invoice if applicable	\$0.00	

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Council Chambers Programming Upgrade Project No.: AWC-6032

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Scope of Work

System Description:

We will provide a complete reprogram of all audio and control aspects of the current equipment that is in the Council Chambers. This will include firmware updates where necessary. Controls to include:

- Video Switching
- Display Power Control
- Camera Controls
 - PTZ
 - Preset Save
 - Preset Recall
- Volume Controls
- Recording Controls

This scope is made under the assumption that all OFE equipment and cabling is in good and working order.

*****Additional service calls are at a rate of \$125.00 per hour (\$75.00 travel time)*****

General Project Conditions: (See contract for additional details)

ELECTRICAL

- All electrical to be provided by owner unless special arrangements are made.
- Electrical requirements to be coordinated with Excel AV Group.
- All circuits for audio and video (technical power) to be derived from the same sub-panel, and reference the same ground and neutral bus.
- All electrical to be installed and performed in accordance with the NEC and local electrical codes (AHJ).

OWNER FURNISHED EQUIPMENT/SOFTWARE (OFE/S)

- Performance and maintenance of OFE/S equipment to be responsibility of owner. Excel AV Group is not responsible for broken or non-functional OFE/S equipment.
- Unused OFE/S equipment to be disposed of by owner, unless prior agreement specified.
- Excel AV Group does not guarantee OFE/S equipment will be compatible with all new systems.

NETWORKING

- Where necessary, Excel AV Group will provide a closed network for audio, video, and lighting systems.
- This network will not reside on any client or owner supplied network, but may be visible with an SSID and to the IT department.
- Systems where network(s) is/are integrated with a client or existing network, Excel AV Group will coordinate with owner/client. All network(s) will be managed by owner. Any costs associated will be responsibility of owner.

STANDARD TRAINING

- Single training session provided by Excel AV Group is intended for up to 3 individuals. These individuals will train the remainder of the volunteers/operators.
- Training is to be done during normal business hours (8-5 M-F), unless otherwise specified.
- Training can be scheduled for evening or Saturday, but will require additional cost, not included unless specified.
- Standard training is how to operate the equipment and systems installed. It is not intended to be an exploration of every possible variable, nor does it cover all theories of audio, video, or lighting systems.

CUSTOMIZED TRAINING

- Advanced, customized training is available for an additional cost. Please consult us for more details.

RETURNS

- Most items can be returned
- Less 20% minimum restock fee
- Less freight
- Applies to projects, product sales, and change orders.

CONSTRUCTION

- Construction to be provided by owner.
- Any work outside this scope to provide a fully functional system may require additional labor/equipment charges

* Price Includes Accessories

Aufderworld Corporation

WARRANTY REPAIRS

-Manufacturer's warranty covers manufacturer labor; does not cover freight or Excel labor

SALES TAX

- Sales tax will be added to the final invoice if applicable

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Council Chambers Programming Upgrade Project No.: AWC-6032

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Terms and Conditions

The following terms and conditions shall apply to each order for products and services of Aufderworld Corporation (AWC) and Excel AV Group which is an AWC company and shall constitute the entire agreement between the parties. The terms and condition may not be varied, and no modification or addition shall be of any force or effect unless specifically accepted by AWC in writing. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form shall not binding unless specifically agreed to by AWC in writing by an authorized representative of Aufderworld Corporation. Conflicting terms and conditions between this document and a Client's purchase order, acceptance, or other form, THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND GOVERN. This agreement shall be governed by laws of the state of Minnesota. Any disputes arising under this agreement shall be determined by arbitration conducted in accordance with the American Arbitration Association Expedited Rules for Commercial Arbitration in Minneapolis, Minnesota.

- Pricing.** Upon receipt of signed contract or purchase order AWC will supply products and/or services at price stated in bid/contract/quote. Pricing is good for (90) days from date of bid with exception of items which are no longer commercially available due to end of sale designation by manufacturers. If Client signs contract and/or provides purchase order after 90 days from date of bid AWC reserves the right to revise pricing resulting from increase in cost to AWC from its' suppliers. Client shall pay any extra costs incurred by AWC as a result of changes or modifications to specifications by Client.
- Down payment and Payment.** Unless other terms are agreed to in writing, Client shall pay 50% of the total contract price to initiate project activities. The final 50% will be invoiced upon completion of installation and commissioning of system and will be Net (30). Final invoice will include all change orders resulting from scope changes and product additions. After the Net (30) date AWC reserves the right to charge a late fee of \$50.00 and 18% of outstanding balance. **Payment for product only sales are due upon receipt.**
- Lease Rates.** Client shall be responsible for lease payments if system is leased. Payments will be based on lease rates at the time of purchase. Payment may vary depending on prevailing interest rates, terms, and deposits.
- Cancellation.** Client may not cancel or revise any order accepted by AWC without prior written consent of AWC. If an order is cancelled following signed approval, there shall be a re-stocking fee equal to 20% of the total order, plus any expenses already incurred by AWC.
- Change Orders.** Equipment, materials, or labor needed outside of the scope of this agreement or resulting from unforeseen circumstances out of the control of AWC will be submitted as a change order to the client's representative (primary project contact). Aufderworld Corporation assumes this contact is authorized to approve such work and will receive the appropriate approvals within the client's organization to authorize all additional spend. Approval will be needed prior to procurement by AWC.
- Scope of Work Changes.** Changes of scope requested by Client, including additional requirements or restrictions placed on AWC by Client will be added to the contract/project price. When AWC becomes aware of the nature and impact of the change request a change order will be submitted for review and approval by Client. Additional work or equipment purchases will not resume until Client approves change order in writing.
- Warranty.** Products sold by AWC carry their respective manufacturer's warranty. Installation performed by AWC or one of its subcontractors is warranted to be free from workmanship defects for a period of one year. Owner provided equipment warranties are the responsibility of owner and not covered by AWC.
- Access to Premises and worksite labor requirements.** Client will provide prompt and timely access to installation areas based on an agreed upon schedule. Any changes in schedule resulting in added labor or shipping expenses to AWC will be billed as a change order. Labor is bid at non-union rates and normal business hours. Any changes to schedule resulting in off hour, weekend, or holiday work or requirements for union labor will also be billed as change order.
- Electrical.** All electrical will be provided by owner/Client unless requested as part of bid under special arrangements. All electrical needs for AWC systems will be specified on electrical or architectural drawings by AWC Engineering and/or Project Management teams. Installation of Satellite, Audio, Video, and lighting systems is dependent on electrical to be completed. Any delays in electrical work will result in delays of AWC systems being installed. All circuits for AV and lighting to be derived from the same subpanel and reference the same ground and neutral bus. All electrical to be performed in accordance with NEC and local electrical codes (AHJ).
- Low Voltage Cabling.** Low voltage cabling that is not included in AWCs scope for projects must be completed using the specifications provided by AWC Engineering/Project Management. The specifications will be provided for cable type, location of drops and quantities. Preference is to provide the locations of drops on architectural drawings to ensure proper installation. All conduit, core drilling, firewall penetrations, and concrete sawing to be performed by electrical contractor or general contractor.
- Construction.** Construction activities provided by client or client hired general contractor. AWC will need the GC to provide backer board or other special mounting requirements for televisions, speakers, and other heavy equipment like projector and projector screens. AWC will provide specific requirements to the GC in format they request.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Council Chambers Programming Upgrade Project No.: AWC-6032

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Aufderworld Corporation

12. **Network.** Components of our satellite distribution systems are designed to be integrated into an existing local area network. Aufderworld Corporation will work with the property's IT department to integrate these components. Customer agrees that cooperation will be given by their IT department in achieving integration with the newly installed system by AWC. Where necessary, AWC will install a closed audio, video, and lighting system network. This network will not reside on any client or existing network infrastructure unless otherwise specified by Client. AWC Engineers will work with client's IT department to integrate all systems needing connection to existing client network and all networks will be managed by client. Client will be responsible to provide all data network drops specified by AWC Engineering on construction drawings unless AWC is contracted to provide. Client is also responsible to provide all data networking information to ensure a successful integration to AWC installed systems where necessary including but not limited to IP address information, phone numbers, email accounts, and network credentials. It is assumed that any existing systems (Lighting, Shades, HVAC, Audiovisual, and Control) that are to be integrated with new system will be readily available with the current implemented version of source code. If original programming code cannot be provided AWC will provide a change order for additional engineering time.
13. **Owner Furnished Equipment (OFE).** Performance and maintenance of OFE is responsibility of Client and AWC assumes existing equipment is in good working condition currently. AWC is not responsible for broken or non-functional OFE and any repair or replacement of these items that may be necessary will result in additional cost to Client. AWC is not responsible for unused OFE or for disposal of OFE unless prior agreement has been made. AWC does not guarantee OFE will be compatible with all new systems being installed.
14. **Delivery/Installation.** Aufderworld Corporation shall not be responsible for any reasonable delays in delivery or installation due to strikes, accidents, natural disasters, pandemics, or delays beyond the control of Aufderworld Corporation. Any delivery schedule which AWC may provide to the Client represents a good faith estimate and shall not bind AWC to anything more than its reasonable efforts to meet such estimates. Any requests from Client for expedited freight will be billed as a change order.
15. **Training.** A single system training will be performed by AWC Engineering staff for up to (3) individuals designated by Client. Training for additional people will be the responsibility of client. Training to be done during normal business hours unless specified otherwise in contract. Optional off hours training will be billed at higher rate. Standard training is to cover standard operation and main function of installed system and is not intended to cover or explore every possible variable, nor is it training on AV or lighting theory and design. Advanced and customized training can be provided at an additional cost.
16. **Compliances/System.** All local, national, and state code compliance, permissions, fees, permits, approvals, etc. are responsibility of Client unless otherwise stated.
17. **Insurance/Risk of Loss.** Client shall assume risk of loss of equipment sold under this agreement upon date of equipment delivery by Aufderworld Corporation; and Client shall assume risk of loss to improvements made by Aufderworld Corporation in the form of equipment installation, after improvements are made and installed and the entire system is fully operational for thirty (30) consecutive days. Client shall maintain appropriate insurance coverage to cover risks assumed by Client under these terms and conditions.
18. **Insurance.** Aufderworld Corporation shall maintain workers compensation coverage and public liability insurance to cover its activities under this agreement.
19. **Applicable Taxes.** Clients outside the State of Minnesota are responsible for all applicable taxes.
20. **Tax Exempt Status.** Organizations with tax exempt status must supply Aufderworld Corporation with proof of exemption.
21. **Confidentiality.** All system design specifications and materials contained herein remains property of Aufderworld Corporation. Confidential proposal and enclosures are intended for recipient only.
22. **Proprietary.** This proposal contains trade secrets and confidential proprietary design information of Aufderworld Corporation. Review of this proposal constitutes agreement not to disclose its contents to any other party except with the approval of Aufderworld Corporation.
23. **Hold Harmless.** The client agrees that Aufderworld Corporation is to recommend design standards, systems, policies, procedures, vendors, devices, etc. that are reasonable in nature, and the recommendations or lack of recommendations will not be construed as errors or omissions of Aufderworld Corporation.
24. **Exclusion.** Aufderworld Corporation makes no warranty or claim of functionality for designs or equipment not provided by Aufderworld Corporation. If any modifications, corrections, or revisions to the system are required, Aufderworld Corporation will provide solutions on a time and materials basis with written approval by Client.
25. **Indemnity.** Each party agrees to indemnify and hold the other harmless from any claims, damages, or liability of any nature whatsoever, arising out of the wrongful act, errors or omissions of the indemnifying party, its agents, or employees, or arising out of the negligent, defective, or deficient condition of the property of the indemnifying party. In addition, Owner agrees to defend, indemnify, and hold harmless the Operator from and against any claim, lawsuit, or other form of compulsion initiated and prosecuted by a Franchised Cable Company, its successors or assigns arising out of the rights and duties granted to the Operator, and the cost for any repair, removal or re-installation required to resolve any claim, lawsuit or other form of compulsion initiated and prosecuted by a Franchised Cable Company, its successors, or assigns. This would also include any legal fees incurred by Aufderworld Corporation.

Satellite TV Specific Terms

26. **Residential Upgrades.** If the headend system installed at Client facility has the capability for residents to upgrade programming or

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Council Chambers Programming Upgrade Project No.: AWC-6032

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Aufderworld Corporation

equipment or both, Client staff will be expected to physically install new equipment with remote support from AWC. Aufderworld Corporation will apply a \$100 credit toward monthly programming invoices for each residential receiver installed by Client maintenance staff. An Aufderworld Corporation service tech will be available to support the installation via phone should help be needed.

27. **Extra Receivers.** If the system purchased is a DRE or DRE+ system, a receiver is required for each TV connected to the DirecTV system. Standard HD and HD DVR receivers are available. Client can purchase additional receivers for residents at any time at rates provided above. Aufderworld Corporation must sell receivers to the Client directly and not to individual residents. Client can at its discretion sell, lease, or rent extra receivers to the residents at whatever rate is established by the Client. Extra receivers are warranted for one year from date of purchase.
28. **Signal Integrity.** Client shall hold Aufderworld Corporation harmless and indemnify it from any unauthorized reception and use of protected signals by Client.
29. **Existing Distribution.** Aufderworld Corporation assumes existing distribution system is operational, functioning in good order and owned by the Client. Aufderworld Corporation is not responsible for repair or warranty of any existing equipment, nor does Aufderworld Corporation guarantee compliance with all FCC regulations for equipment not installed by Aufderworld Corporation. Distribution System improvements or replacements will be made and billed for on an as-needed basis. Signal improvements will be assessed as made and determination of the job scope is at the discretion of the Client. If any equipment in this quote is intended to integrate with an existing computer network, it is assumed that a representative from the Client's IT department will be available and able to assist in the integration. Aufderworld Corporation assumes that all wiring is in place and is of the type that will accommodate full functionality of proposed system. Aufderworld Corporation assumes all passive distribution components can pass frequencies from 5-2150 MHz's If distribution upgrade is necessary, Aufderworld Corporation can provide at standard commercial rates.
30. **Satellite, in-house signal quality.** Aufderworld Corporation guarantees optimal signal quality at the headend per equipment manufactures specifications and performance criteria. Signal quality at TV outlets will be equal to or better than existing signals. Client to assume all DirecTV programming costs associated with an upgrade in programming service. It is assumed that the length of the satellite signal run does not exceed 200 feet. If the run exceeds 200 feet, Aufderworld Corporation can provide, if necessary, line amplifiers and additional labor at prevailing commercial rates.
31. **Compliances/Procedure.** Compliance with the programming terms set forth by DirecTV is required. Aufderworld Corporation must be notified of any changes in number of units and/or programming changes.
32. **Term.** Term of this agreement is 12 months from installation date unless other terms are agreed upon in the DirecTV programing agreement signed by customer at the time of installation. In that case, the terms of the DirecTV agreement shall prevail. Once the DirecTV agreement has expired, Client must give Aufderworld Corporation a minimum of 60-days written advance notice of intent to terminate service with Aufderworld Corporation.
33. **Program Fees.** Client is responsible for payment of programming fees based on published rates at the time of installation. Fees may vary from previously quoted prices due to rate increases or promotional discounts. Receiver price is based upon one-year programming subscription. Early termination may result in \$135.00 per receiver charge plus any other applicable early termination fees. Client will be responsible for first and last month programming fees prior to activation of system.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Council Chambers Programming Upgrade Project No.: AWC-6032

3/8/2022

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RESOLUTION 2022-XXX**AUTHORIZING SIGNATORIES FOR THE PURPOSE OF ACCESSING AND
MAINTAINING CITY FUNDS AND INVESTMENTS AS WELL AS AUTHORIZATION
FOR USE OF THE CITY CREDIT CARD**

WHEREAS, the City of Isanti must account for receipts and payables as a part of maintaining accurate accounting procedures; and,

WHEREAS, City funds are maintained in financial institutions as designated by resolution and authorized by Council; and,

WHEREAS, it has been identified that these investments and funds must be accessed and maintained by authorized personnel; and,

WHEREAS, due to potential change in staff or appointments on the City Council, the City finds it is in the best interest of the City to redefine authorized personnel to place their signatures on investment and financial documents on an annual basis;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota as follows: Effective March 15th 2022 the following are hereby authorized to place their signatures on such documents that are required to provide for the investments, transferring of funds and signing of checks for the purpose of maintaining city finances.

1. At Falcon National Bank, the following shall be listed as signatories:

Mayor	Jeffrey Johnson
Mayor Pro-Tem	Steve Lundeen
Finance Director	Mike Betker
City Administrator	Josi Wood
Human Resources	Katie Grotte

2. The following are authorized to use the City Credit Card in conformance with City policies. The City Administrator, Finance Director and Assistant Finance Director are authorized to access information on the account;
 - a. City Administrator Josi Wood
 - b. Police Chief Travis Muyres
 - c. Liquor Store Manager Keith Lusk
 - d. Finance Director Mike Betker
 - e. Assistant Finance Director Pamela Dahlheimer
 - f. Human Resources Katie Grotte
 - g. Community Development Director Stephanie Hillesheim
 - h. Parks, Recreation and Culture Manager Alyssa Olson
 - i. Public Services Director, Matt Sylvester

3. At RBC Wealth Management and Oppenheimer & Co. Inc., the following shall be listed as signatories:

Finance Director
City Administrator

Mike Betker
Josi Wood

4. Mayor Pro-Tem signature is only required in absence of the Mayor.
5. This resolution shall supersede any past resolutions.

This Resolution is hereby approved by the Isanti City Council this 15th day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Isanti Police Department Monthly Report

February 2022

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	8	12
Assault	1	3
Vandalism/Damage to Property	1	1
Narcotics	5	8
Burglary	2	2
Domestics	5	7
Crim Sex	0	1
Robbery	0	0
Loud Party/Disturbance	2	10
Medical	35	78
Permit to Purchase	9	20
Security Check / Extra Patrol	634	1,065

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	15	24
DUI	2	2
Accidents	11	32
Hit & Run	0	2
Warrant P/U	6	11
Speed	4	9
DAR/DAS	29	46
Administrative Citations (Including Speed)	1	6

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	103,837	706	1,122
Ford Explorer 224	102,632	376	736
Ford F150 225 *	52,992	1,159	1,159
Chevy Impala 223	103,072	243	357
Dodge Durango 226	Unavailable	#VALUE!	#VALUE!
Dodge Durango 227	51,557	1,953	3,113
Dodge Durango 228	29,863	895	2,221
Chevy Tahoe 229	16,672	970	2,106
Dodge Charger 230	4,146	1,070	2,173

* Reflects 2 months mileage

CEZT REPORT FEBRUARY 2022													
	2021	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
TOTAL CASES THIS YEAR AT END OF MONTH		3	3										
NEW CASES THIS MONTH		3	0										
CARRIED FORWARD FROM PREVIOUS MONTH		3	3										
NEW CASES + CARRIED FWD		6	3										
CLOSED THIS MONTH		3	2										
ACTIVE END OF MONTH (NOT INCL CITATIONS)	3	3	1										
CAN - Prohibited Animals/87.1													
CCV - Comm Vehicle storage/227-10													
CDO - Dogs		2											
CPA - Park & Store/227-8													
CSN - Snow Removal/216-2-Q													
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H2O - Water Restrictions/325-17-C													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage/216-4-L													
NGR - Grass/Weed Length/216-2-H													
Nuisance Junk/Rubbish/216-2-L		1											
NOX - Noxious Weeds													
NUV - Unlicensed Vehicle or Missing Plates/216-2-L													
ZAC - Accessory Building /445, SEC 6, SUB 6, C													
ZFE - Fence/216-4-A-(16)													
Zoning/ 445-Sec 15-Sub Sec 5 C4a													
Other													
NEW CRIMINAL CITATIONS ISSUED THIS MONTH													
ACTIVE CRIMINAL CITATIONS END OF MONTH	1	1	1										
COMPLIANCE LETTERS MAILED THIS MONTH		1											
ABATED PROPERTIES THIS MONTH													

Feb 2022

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	1	2	\$0.00	\$0.00	\$1.00	\$2.00	\$80.00	\$160.00		
DECK	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
LL FINISH	2	3	\$0.00	\$0.00	\$2.00	\$3.00	\$600.00	\$900.00		
REMODEL / ADDITION	0	1	\$0.00	\$0.00	\$0.00	\$2.50	\$0.00	\$123.00		
GARAGE / SHED	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MISCELLANEOUS	18	31	\$0.00	\$0.00	\$18.00	\$31.00	\$2,112.00	\$3,384.00		
SINGLE DWELLINGS	6	10	\$1,465,212.46	\$2,533,446.67	\$818.43	\$1,371.17	\$21,186.00	\$35,445.30		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	16	24	\$0.00	\$0.00	\$16.00	\$24.00	\$1,200.00	\$1,800.00		
PLUMBING	10	18	\$0.00	\$0.00	\$10.00	\$18.00	\$780.00	\$1,372.00		
RESIDENTIAL TOTAL	53	89	\$1,465,212.46	\$2,533,446.67	\$865.43	\$1,451.67	\$25,958.00	\$43,184.30		
COMMERCIAL										
NEW BUILDINGS	0	1	\$0.00	\$300,000.00	\$0.00	\$150.00	\$0.00	\$0.00		
REMODEL / ADDITION	0	1	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$780.00		
PLUMBING	0	1	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$54.00		
MECHANICAL	0	1	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$50.00		
ROOF / SIDING	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MISCELLANEOUS	3	5	\$0.00	\$0.00	\$2.00	\$3.00	\$328.00	\$453.00		
COMMERCIAL TOTAL	3	9	\$0.00	\$300,000.00	\$2.00	\$185.00	\$328.00	\$1,337.00		
RESIDENTIAL/COMMERCIAL TOTAL	56	98	\$1,465,212.46	\$2,833,446.67	\$867.43	\$1,636.67	\$26,286.00	\$44,521.30	\$40,158.00	\$66,930.00

YEARLY BUILDING PERMIT COMPARISONS

THRU

2/28/2022

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	30	4	0	0	\$883,705.00	\$14,568.24	\$23,949.00
2016	67	7	0	1	\$3,683,095.10	\$42,000.64	\$55,581.00
2017	69	9	0	0	\$1,730,522.00	\$30,757.95	\$73,998.00
2018	72	4	0	0	\$740,650.00	\$16,803.40	\$19,666.00
2019	70	2	0	0	\$900,472.64	\$20,136.75	\$11,616.00
2020	81	8	0	0	\$1,688,104.03	\$31,656.20	\$48,391.00
2021	118	10	0	0	\$2,210,122.00	\$40,476.73	\$63,446.00
2022	98	10	0	1	\$2,833,446.67	\$44,521.30	\$66,930.00

MONTHLY COMPARISON FOR 2022

Month	# Permits	Permit Value	Permit Fees
January	41	\$1,368,234.21	\$18,181.30
February	56	\$1,465,212.46	\$26,286.00
March	1	\$0.00	\$54.00
April	0	\$0.00	\$0.00
May	0	\$0.00	\$0.00
June	0	\$0.00	\$0.00
July	0	\$0.00	\$0.00
August	0	\$0.00	\$0.00
September	0	\$0.00	\$0.00
October	0	\$0.00	\$0.00
November	0	\$0.00	\$0.00
December	0	\$0.00	\$0.00
Totals	98	\$2,833,446.67	\$44,521.30



**BOLTON
& MENK**

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M.4.
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MEMORANDUM

Date: March 9, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Project Status Report
Project No.: 0R1.126218

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

1) 2022 Pavement Management Project

We will receive bids on March 29, 2022.

2) Brookview South 1-4 Addition Rehabilitation

We will receive bids on March 29, 2022.

3) Heritage Blvd & 8th Avenue Pedestrian Crossing

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

4) Legacy Pines 3rd Addition

The final pavement lift on Eagle Street is scheduled to be completed next spring.

5) Fairway Greens North Development

The First Addition Phase 1 was completed this fall & building permits are being pulled. The remainder of the 1st Addition as well as the 2nd Addition are anticipated to be completed in 2022.

6) Fairway Greens South Development

The owner has requested to extend the recording of the plat up to 1 year.

7) MS4 Implementation

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

Please contact me if you have any questions.