

**AGENDA  
CITY OF ISANTI  
CITY COUNCIL MEETING  
TUESDAY, MARCH 2, 2021 – 7:00 P.M.  
CITY HALL**

Seating may be limited. If you would like to send in a comment for Public Comment or a Public Hearing to be read on your behalf, please submit to the City Clerk [jstrand@cityofisanti.us](mailto:jstrand@cityofisanti.us) or (763) 762-5759

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

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

**G. Approve City Council Minutes**

- 1. February 16, 2021- Regular Meeting of the City Council
- 2. February 16, 2021- Committee of the Whole Meeting

**H. Announcements**

- |                                |   |
|--------------------------------|---|
| 1. Committee of the Whole      | Tuesday, March 16, 2021 at 5:00 p.m.                    |
| 2. City Council Meeting        | Tuesday, March 16, 2021 at 7:00 p.m.                    |
| 3. Planning Commission Meeting | Tuesday, March 16, 2021                                 |
|                                | <i>(Immediately following the City Council Meeting)</i> |

**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. Consideration of the Lease Purchase Agreement Between the City of Isanti and IAJOFD
- 3. Ordinance-XXX Amending City Code, Chapter 160; Fees
- 4. Liquor License and Pawnshop Renewals
  - a. Resolution 2021-XXX Approving the On-Sale and Sunday Liquor License Renewal for Junction Bowl and Whistle Stop Bar & Grill
  - b. Resolution 2021-XXX Approving the On-Sale and Sunday Liquor License Renewal for Rum River VFW 2735
  - c. Resolution 2021-XXX Approving the On-Sale and Sunday Liquor License Renewal for Wintergreen's Golf & Grill
  - d. Resolution 2021-XXX Approving the Brewer Off-Sale and Tap Room On-Sale Sunday Renewal for Thunder Brothers Brewery, Inc.

- e. Resolution 2021-XXX Approving the On-Sale 3.2 Percent Malt Liquor License Renewal for Patlok Design, Inc. DBA Sanbrook Golf Course
  - f. Resolution 2021-XXX Approving the Pawnshop License Renewal for Northern Pawn, Inc.
5. Resolution 2021-XXX Approving Goals and Organizational Chart for 2021

**L. Approve Consent Agenda**

- 1. Payroll in the Amount of \$107,004.66 Accounts Payable in the Amount of \$218,488.45
- 2. Resolution 2021-XXX Adopting Public Use of Chambers Conference Room Policy
- 3. Approving Request for Proposal for Cleaning Services
- 4. Resolution 2021-XXX Approving Card Connect Payment Services Proposal for Credit Card Processing Services

**M. Other Communications**

**Adjournment**

**MINUTES  
CITY OF ISANTI  
CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 16, 2021 – 7:00 P.M.  
CITY HALL**

Mayor Johnson called the meeting to order at 7:04 p.m.

The Pledge of Allegiance was recited.

Member Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon, Paul Bergley, Steve Lundeen and Dan Collison

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, City Engineer Jason Cook, Finance Director Mike Betker and Chief of Police Travis Muires

**D. Public Comment**

Councilor Lundeen requested a moment of silence for the passing of previous Liquor Store Manager Bozo Polzin.

A moment of silence was held.

Lundeen suggested a sign in honor of Bozo at the new liquor store.

**E. Adopt Agenda**

Revised Agenda:

**Add K.4 Resolution 2021-032 Take Home Vehicle Use Policy**

Motion by Lundeen, second by Collison to approve agenda with the modification listed above. Motion passed 5-0. Motion carried.

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

None

**G. Approve City Council Minutes**

1. February 2, 2021- Regular Meeting of the City Council
2. January 5, 2021 Economic Development Authority Meeting

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

**H. Announcements**

- |  |   |
|--|---|
| 1. Park, Recreation, & Culture Board Meeting | Tuesday, February 23, 2021 at 6:00 p.m.     |
| 2. City Council Meeting                      | Tuesday, March 2, 2021 at 7:00 p.m.         |
| 3. EDA Meeting                               | Tuesday, March 2, 2021                      |
|  | <i>(Following the City Council Meeting)</i> |

**I. Council Committee Reports**

None

**J. Public Hearings**

None

## **K. Business Items**

### **City Administrator Josi Wood**

#### **1. Ordinance-753** Amending City Code, Chapter 227; Parking and Storage

City Administrator Josi Wood shared that a repeal and replace was approved in January, however, Staff found that there were a few minor language additions that are necessary for clarification of the intent on improve and impervious surface. The Ordinance has been posted for the required 10 days.

Motion by Lundeen, second by Gordon to approve Ordinance as presented. Motion passed 5-0.  
Motion carried.

### **City Engineer Jason Cook**

#### **2. Engineering Proposal to Create a Preliminary Report for the 2021 Main Street Reconstruction Project**

##### **a. Resolution 2021-029** Authorizing Engineering Services for the Main Street Reconstruction Preliminary Engineering Report

##### **b. Resolution 2021-030** Requesting Advancement of Municipal State Aid Funds

City Engineer Jason Cook shared that this is for the Main Street Reconstruction from Whiskey Road to 4<sup>th</sup> Ave. Cook continued to share that this in the Budget and the Capital Improvement Plan to be done this year but is reliant on using State Aid Funds to cover almost the entire cost. Cook went on to share that with how the gas tax effected the State Aid Balance Sheets it was unclear if the money would be available however, as of a week and a half ago the City of Isanti is one of 12 Cities that was given the ok to get the State Aid Funds to cover the project as planned. This is also the type of project that applies special assessments and the proposal is to do the first step of special assessments to do the feasibility report and the report will lay out the timelines to go through the MS-429 process, schedules and estimated project cost.

Mayor Johnson asked if an open house will be held.

Cook confirmed an open house will be held.

Motion by Lundeen, second by Bergley to approve resolution 2021-029 and resolution 2021-030 as presented. Motion passed 5-0. Motion carried.

#### **3. Engineering Proposal for Survey, Design & Construction for Services for: Eagle Park Parking Improvements & Heritage Boulevard Walk Improvements**

##### **a. Resolution 2021-031** Authorizing Engineering Services for the Eagle Parking Improvements & Heritage Boulevard Walk Improvements

City Engineer Jason Cook shared that this is two items combined for simplicity purposes. Eagle Park parking lot is in a failed condition and has been identified needing to be rehabbed for quite some time. It was scheduled to be done in 2020 but got pushed back to this year and has also been budgeted for this year. Cook recommended to add it to the bid package that will be done in the 2021 Street Maintenance Project to get a little bit better cost savings. Cook stated that this



would essentially be anticipated to be surveyed and verify property lines and that he expects it to be a reclaim and pavement type project.

Councilor Gordon asked if the area serves a purpose to where it needs to be a gravel parking lot.

Mayor Johnson stated to keep in mind that when the police department moves into the old liquor store the farmers market will likely not be held there anymore and will need a place to go.

Councilor Lundeen asked if it would be better off turned into a green space.

Lundeen further stated that the reason it is called Eagle Park is that Paul Nordstrom donated money years prior and his business was called Eagle Elevators.

City Administrator Josi Wood shared that previously there was not a lot of interest in spending money on the area which is why there is no sign because it is so small. Wood further shared that it is used for downtown parking as it comes off of Main Street. Parking is also used for events such as the street dances and vendor fairs along with use from the post office and meat market.

Gordon stated that its \$18,000 for engineering fees and asked what the cost is for this type of project.

Finance Director Mike Betker stated that approximately \$98,000-\$99,000 is budgeted and is a project that was identified 10 years ago.

Councilor Bergley stated that to fully evaluate Eagle Park it should be done during the warmer months because you get the full feel of it.

Lundeen stated that he thinks the survey should be done because it needs to get done sooner or later. Even if Council decides to turn it into green space it needs to be surveyed.

A motion was made by Lundeen, seconded by Bergley to approve resolution as presented. Motion passed 5-0. Motion carried.

#### **4. Resolution 2021-032 Take Home Vehicle Use Policy**

Councilor Gordon asked if there will be any language added about GPS' on the squads.

City Administrator Josi Wood stated that it was not in the resolution as it was drafted for Committee of the Whole before GPS had been discussed but if the recommendation is that it should be on the two vehicles that are also driven by patrol which would be the Lieutenant and the Investigator. The cost would be \$720 plus the cost of the two devices which would be unbudgeted and can be added to the resolution after the fact.

There was additional discussion held regarding GPS in the units.

Motion by Lundeen to approve 15-mile radius and GPS in two of the squad vehicles and no GPS in the Police Chief's vehicles, second by Collison. Motion passed 4-1 with Gordon voting nay.

#### **L. Approve Consent Agenda**

- 1.** Consider Payroll in the Amount of \$114,925.19 Accounts Payable in the Amount of \$357,604.62
- 2. Resolution 2021-033** (Amending Resolution 2021-008) Designating the Data Practices Responsible Authority and Designee for the City of Isanti
- 3. Resolution 2021-034** Resolution in Support of Paying Local Government Aid in Full and On Time

4. Data Access Agreement
5. **Resolution 2021-035** Approving Staff to Amend Police Department Budget for 2021
6. **Resolution 2021-036** Offering the Position of Parks, Recreation and Events Coordinator to Alyssa Olson

Mayor Johnson asked what L.3 is.

Finance Director Mike Betker shared that it is a model resolution from the League of Minnesota Cities. The current situation of the budget for the state is the League is trying to make a play to the state legislature that it's important to continue to make those payments that LGA city's like Isanti keep tax rates down and it is noted in the resolution that it will be forwarded to the representatives that the City has done a good job keeping the tax rates down in large part because of LGA and the City does not want to see it reduced or delayed.

Motion by Lundeen, second by Collison to approve consent agenda as presented. Motion passed 5-0. Motion carried.

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

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

#### **Adjournment**

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

Meeting adjourned at 7:56 p.m.

Respectfully Submitted,



Jaden Strand  
City Clerk

**MINUTES**  
**CITY OF ISANTI**  
**CITY COUNCIL COMMITTEE OF THE WHOLE MEETING**  
**TUESDAY, FEBRUARY 16, 2021 – 5:00 P.M.**  
**CITY HALL**

Mayor Johnson called the meeting to order at 5:00 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon, Paul Bergley (arrived at 5:01 p.m.), Steve Lundeen and Dan Collison

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Sheila Sellman, City Engineer Jason Cook, Liquor Store Manager John Jacobi, Public Services Director Matt Sylvester, Finance Director Mike Betker and Chief of Police Travis Muyres

**D. Public Comment**

None

**E. Committee Meeting Items**

**1. Police Updates**

- Speed sign has been ordered and there is a 6-8-week turnaround.
- Police interviews are being held for the vacant police officer position and then the Police Department will be fully staffed.

**2. Liquor Updates**

- The liquor store changed to Zabinski Services for Firewall protection as the Liquor Store was using Phoenix Sentry which costs \$660 a year. With Zabinski it costs \$423 a year for a 3-year prescription.
- Every year credit card processing fees go up and switching to Card Connect saves the City \$224-\$248.67 per month.
- Staff has been weighing options for a website online ordering system for online orders and curbside.
- Product planning and replacement will be performed by vendors and approved by Liquor Store Manager John Jacobi prior to the new store opening.

**3. Council Chamber Rental Policy**

- This policy is from 2008 and was outdated.
- Changes to the policy include:
  - Requirements for Damage Deposit.
  - Updated tobacco use policy.
  - Removal of Library Room rental.
- Recommendation from Committee is to move forward and bring to City Council for consideration.

**4. Veterans Memorial Discussion**

- Cost for memorial widely varies depending on materials used.
- Recommendation from Committee is not to include this with the amphitheater and for Parks, Recreation and Events Coordinator reach out to the Lions Club, VFW, etc. to see if they would like to donate to the implementation of a Veterans Memorial site.

**5. Lighting and Snow Maker for Sledding Hill**

- If lighting was added to the sledding hill now it would be approximately \$5,104.00.
- The other option is to wait until the amphitheater is constructed and install lighting at that time.
- The cost to purchase a snow making machine would be approximately \$2,500.
- Recommendation from Committee is to wait to install lighting with the amphitheater and staff to reevaluate snow making machine purchasing in August.

**6. Irrigation Controller Program and Zoning Requirements**

- Consideration of an irrigation reimbursement program was discussed at Goal Setting in January to reduce water usage for residents thus paying less and reducing the cost to the City to treat the water.
- It was discussed that this program could be similar to the raingarden incentive program where there would be a maximum amount allocated per year.
- The current zoning requirements for irrigation of new homes was reviewed.
- Recommendation from Committee is that the zoning requirements do not need to be amended as new homes are not required to put in irrigation, only the green spaces in development areas and further discuss irrigation controller program during budgeting.

**7. Take Home Vehicle Use Policy**

- Take home vehicle use was discussed at the last COW meeting. It was decided that the Chief of Police and Police Lieutenant will the positions for consideration as to whether to be assigned a take home vehicle.
- It was discussed that a maximum distance that the employee can drive to/from their home should be further considered.
- Consensus from Committee is for the maximum distance be 15 radius miles and have added GPS and bring to City Council later that night for further consideration.

**8. Lighting Infill**

- The Capital Improvement Plan (CIP) for the years 2021-2030 has funds available for lighting in-fill.
- Staff was asked to provide locations and a timeframe on when these lights could be installed per CIP.
- 22 locations have been identified that would need additional lighting.
- Recommendation from Committee is to reach out to County to see if they would like to help the cost of lights on County Road 5 and Highway 65 and bring a formal schedule back to Council for further discussion.

**9. Holiday Lighting Event**

- This event would need public/private partnership.
- Proper course of action is establishing a budget for the partnership through the end of the year.
- Parks, Recreation and Events Coordinator talk with businesses to identify those willing to purchase displays through donation/sponsorship.
- Displays range from \$270-\$25,000.
- For those that donate a sign would go in front of the display of who donated it.
- Recommendation from Committee is for Parks, Recreation and Events Coordinator look into details of the event and if businesses want to donate displays.

#### **10. Easter Egg Hunt Event**

- At 2020 Goal Setting there was discussion on Isanti hosting an Easter Egg Hunt.
- Staff did not have enough time to put together an Easter egg hunt for 2020.
- The Isanti VFW does host an Easter egg hunt each Spring and will likely have one again this year. The VFW has not set a date yet on when that will be.
- Recommendation from Committee is to talk to VFW about joining efforts for an Easter egg hunt and not to host a City egg hunt independently.

#### **11. Mobile Food Truck Chapter 160; Fees Discussion**

- Recommendation from Committee is to change background investigation fee in Chapter 160 to \$35.00, daily license fee of \$10.00, monthly fee of \$50.00 and yearly fee of \$130.00 and post for 10 days and bring to City Council for consideration of approval.

### **F. Adjournment**

Meeting was adjourned at 6:09 p.m.

Respectfully Submitted.



Jaden Strand  
City Clerk



2020

City of Isanti

ANNUAL REPORT





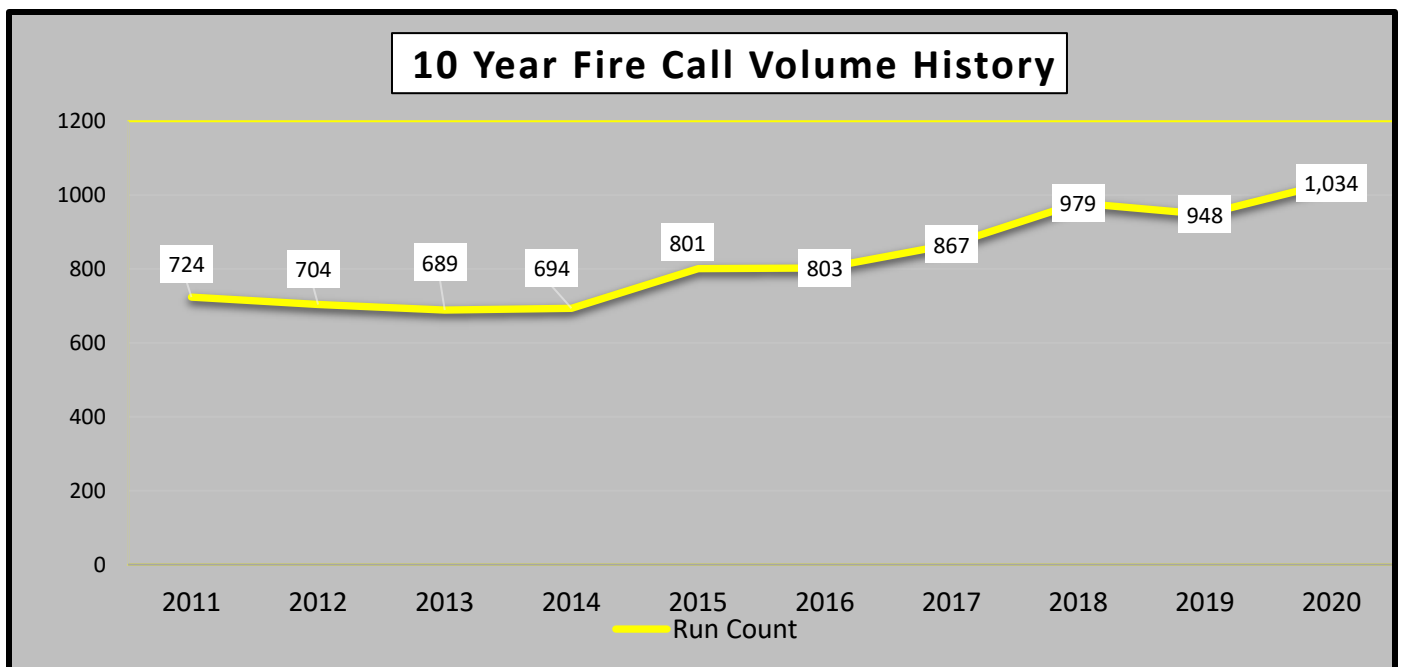
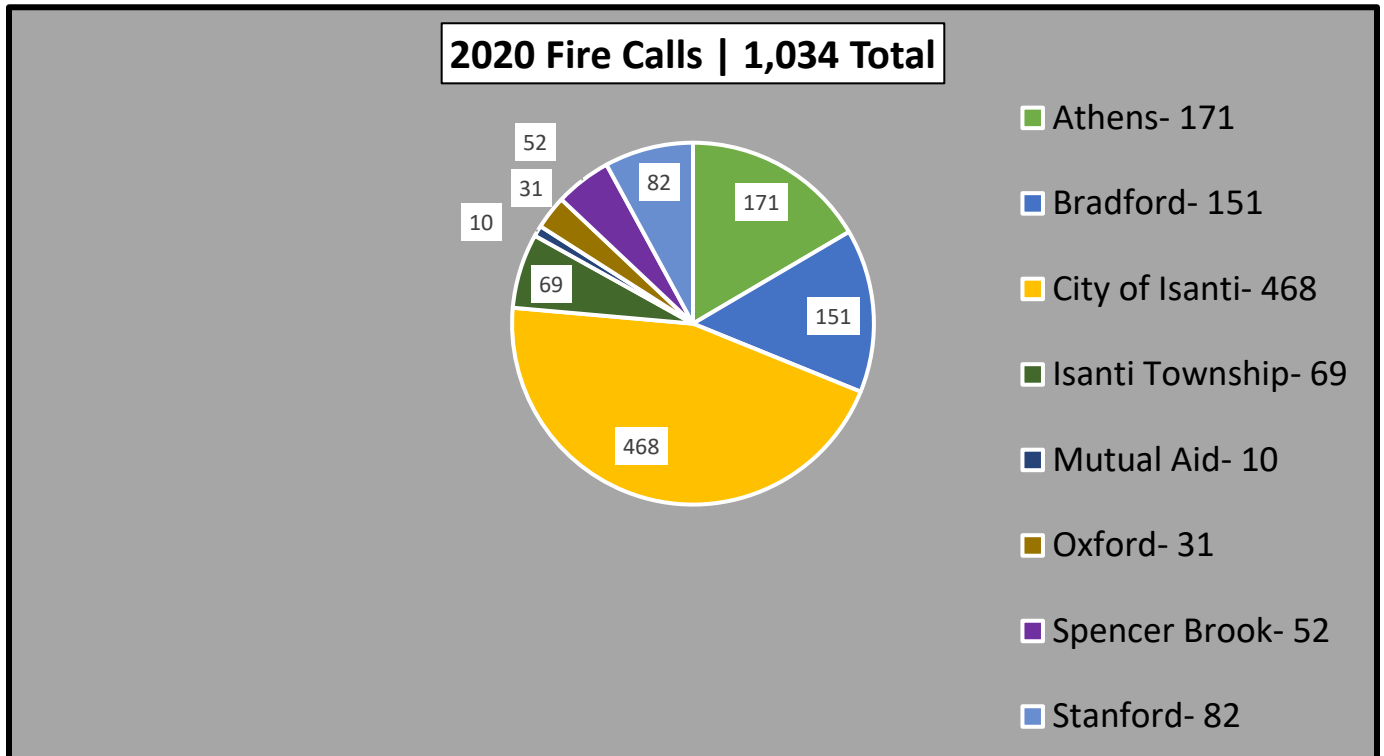
# 2020 Isanti Fire District Annual Report

City of Isanti



<u>Firefighter Name</u>	<u>YOS</u>	<u>Firefighter Name</u>	<u>YOS</u>
Alan Jankovich- Fire Chief	22	Jeff Holmgren	9
Tad Hitchings - Assistant Chief	17	Erik Kvamme	2
Marc Volk - Captain	11	Ray Nash	19
Zach Lundberg - Lieutenant	11	Steve Nelson	2
John Almos	6	TJ Pagel	7
Brent Anderson	5	Jim Peterson	11
Nick Bartz	6	Jason Polzin	24
Brandon Boettcher	4	Corey Schaefer	2
Steve Brown	6	Brad Seiberlich	1
Tony Brown	1	Lance Thompson	2
Paul Cesafsky	1	Brett Wittman	1
Rick Cieluch Jr	5		
Mitch Gerold	4		
Jimmy Gordon	2		
Cory Haskamp	1		
Jon Hass	1	TOTAL YOS	187
Gabe Hermanson	4	AVERAGE YOS	7

## RUN VOLUME





# RUN TYPES

2020 IFD Incident Types   DISTRICT WIDE		
Incident Type	Total Incidents	Total Incidents % of Incidents
<b>Category: 1 - Fire</b>		
111 - Building fire	18	1.7%
114 - Chimney or flue fire, confined to chimney or flue	1	0.1%
118 - Trash or rubbish fire, contained	2	0.2%
121 - Fire in mobile home used as fixed residence	1	0.1%
131 - Passenger vehicle fire	10	1.0%
132 - Road freight or transport vehicle fire	1	0.1%
134 - Water vehicle fire	1	0.1%
136 - Self-propelled motor home or recreational vehicle	1	0.1%
138 - Off-road vehicle or heavy equipment fire	1	0.1%
142 - Brush or brush-and-grass mixture fire	9	0.9%
143 - Grass fire	14	1.4%
151 - Outside rubbish, trash or waste fire	1	0.1%
154 - Dumpster or other outside trash receptacle fire	1	0.1%
162 - Outside equipment fire	1	0.1%
	<b>Total: 62</b>	<b>Total: 6.0%</b>
<b>Category: 3 - Rescue &amp; Emergency Medical Service Incident</b>		
311 - Medical assist, assist EMS crew	576	55.7%
321 - EMS call, excluding vehicle accident with injury	7	0.7%
322 - Motor vehicle accident with injuries	49	4.7%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.2%
324 - Motor vehicle accident with no injuries.	9	0.9%
340 - Search for lost person, other	2	0.2%
381 - Rescue or EMS standby	4	0.4%
	<b>Total: 649</b>	<b>Total: 62.8%</b>
<b>Category: 4 - Hazardous Condition (No Fire)</b>		
400 - Hazardous condition, other	1	0.1%
411 - Gasoline or other flammable liquid spill	1	0.1%
412 - Gas leak (natural gas or LPG)	13	1.3%
413 - Oil or other combustible liquid spill	1	0.1%
424 - Carbon monoxide incident	4	0.4%
440 - Electrical wiring/equipment problem, other	2	0.2%
444 - Power line down	5	0.5%
445 - Arcing, shorted electrical equipment	1	0.1%
480 - Attempted burning, illegal action, other	1	0.1%
	<b>Total: 29</b>	<b>Total: 2.8%</b>
<b>Category: 5 - Service Call</b>		
500 - Service call, other	1	0.1%
510 - Person in distress, other	8	0.8%
531 - Smoke or odor removal	1	0.1%

## **RUN TYPES (Continued)**

<b>2020 IFD Incident Types   DISTRICT WIDE</b>		
542 - Animal rescue	1	0.1%
550 - Public service assistance, other	3	0.3%
551 - Assist police or other governmental agency	20	1.9%
552 - Police matter	1	0.1%
	<b>Total: 35</b>	<b>Total: 3.4%</b>
<b>Category: 6 - Good Intent Call</b>		
611 - Dispatched and cancelled in route	195	18.9%
622 - No incident found on arrival at dispatch address	7	0.7%
631 - Authorized controlled burning	10	1.0%
650 - Steam, other gas mistaken for smoke, other	2	0.2%
651 - Smoke scare, odor of smoke	3	0.3%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.1%
	<b>Total: 218</b>	<b>Total: 21.1%</b>
<b>Category: 7 - False Alarm &amp; False Call</b>		
700 - False alarm or false call, other	5	0.5%
730 - System malfunction, other	1	0.1%
733 - Smoke detector activation due to malfunction	1	0.1%
735 - Alarm system sounded due to malfunction	2	0.2%
736 - CO detector activation due to malfunction	2	0.2%
740 - Unintentional transmission of alarm, other	2	0.2%
741 - Sprinkler activation, no fire - unintentional	1	0.1%
743 - Smoke detector activation, no fire - unintentional	6	0.6%
744 - Detector activation, no fire - unintentional	1	0.1%
745 - Alarm system activation, no fire - unintentional	10	1.0%
746 - Carbon monoxide detector activation, no CO	10	1.0%
	<b>Total: 41</b>	<b>Total: 4.0%</b>
<b>TOTAL OVERALL RUNS IN 2020</b>	<b>1,034</b>	<b>Total: 100.0%</b>



New  
Custom  
Fire Inc.  
Engine 1



## 2020 TRAINING

4-Gas Meters Operations  
Auto Extrication- Battery, High Pressure Tools  
Bloodborne Pathogens  
BNSF Railroad Hazard Awareness  
Building Construction  
Coronavirus 101- What you Need to Know  
COVID-19 Awareness  
Drone Operations  
EMS Incident Command System  
EMS Medical Extrication & Rescue  
Engine 1 Operation Training  
FF Holiday Health - online  
Fire Alarms Operations Refresher  
Fire Behavior 2 Part Series  
Fire Service Health & Safety  
Firefighter Primary Search  
First Due Operations  
First In Operations- Hands On  
First on Scene  
First Responder EMS  
Fog Streams vs Straight Streams  
Hoseline Operations  
Incident Command Review  
Ladder Safety  
Leadership Refresher  
Live Burn  
MnFIRE Awareness  
NFPA 1001 Fire Hose  
NFPA 1001 Fire Streams  
NFPA 1001 Forcible Entry into a Structure  
NFPA 1001 Self-Contained Breathing Apparatus  
NFPA 1001 Ventilation

NFPA 1021 Incident Response Safety  
NFPA 1500: Post-Traumatic Stress Disorder in the Fire Industry  
Physical Agility - Ladders - Cold Water  
Physical Health  
Pipeline Emergencies  
Positive Pressure Ventilation Tactics  
Pumping Operations  
Scene Size Up  
Tactical Planning- Fire  
TEAMS  
Truck Operations  
Vehicle Fires  
Virus Safety for EMS  
Wildland Firefighting

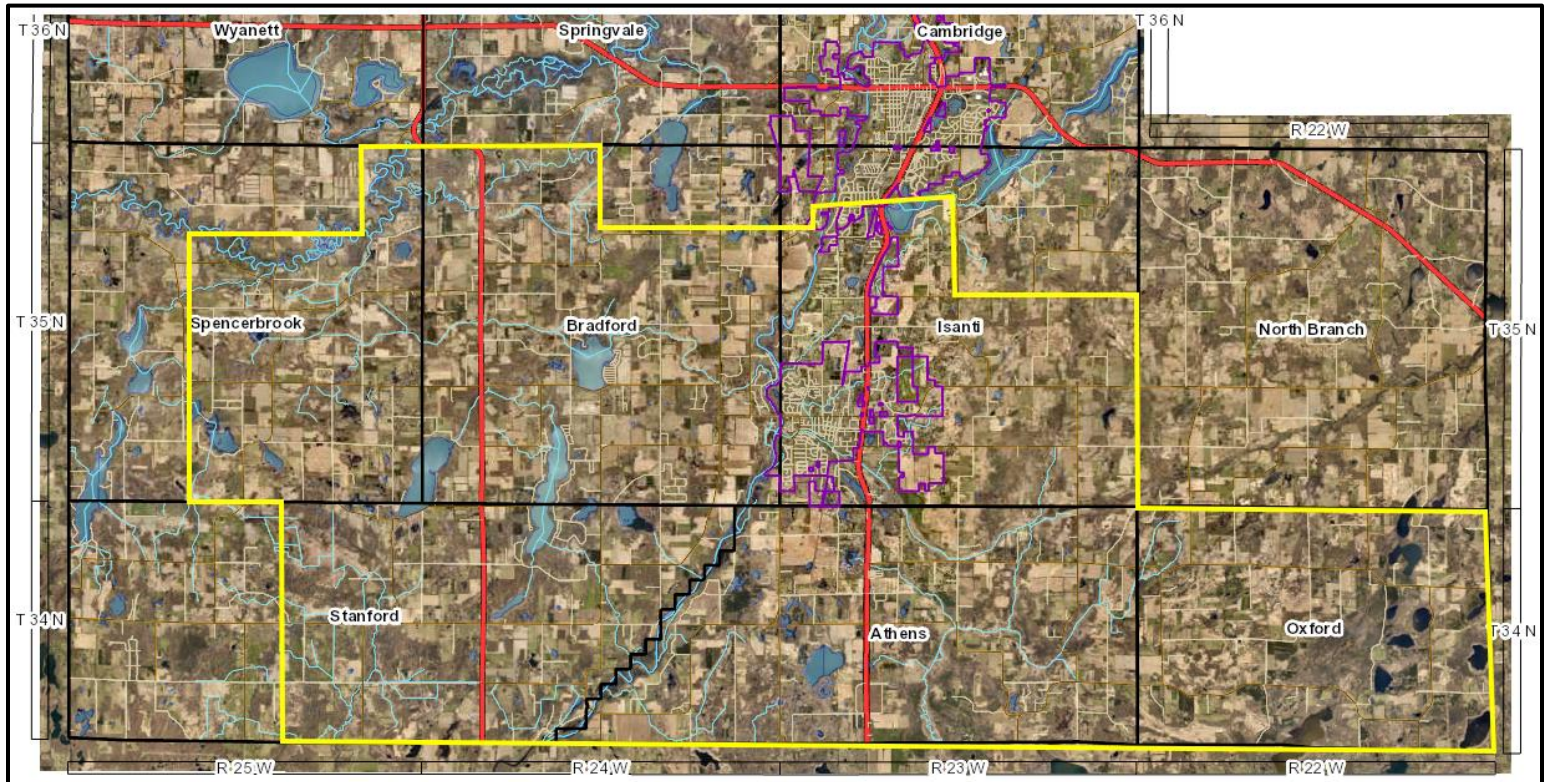
New Station 2  
Epoxy Flooring- January 2020





## SERVICE AREA

Town/City	Sections	Est. Pop	Valuation
Athens Township	ALL	2,168	\$238,383,000
Bradford Township	Sec 4-9 & 13-36	3,002	\$335,198,500
Isanti Township	Sections 8-9 & 13-36; Pt of Sec 4 & Pt of Sec. 7	1,458	\$182,775,300
Oxford Township	ALL	993	\$142,077,500
Spencer Brook Township	Sec 1; 12-16; 21-28; 33-36	773	\$104,777,000
Stanford Township	Sections 11; 15-24 (R34-T24) & Sec 1-4; 11-14; 23-24 (R34-T25)	1,501	\$199,551,000
City of Isanti	ALL	6,233	\$533,603,900
<b>TOTAL</b>	157 SQ MI 5,853 Households	16,133	\$1,736,366,200



# FINANCIALS

## December 31, 2020

### Flagship Bank Checking/Budget

2020 Budget- \$632,785.00

Grant Income- \$84,728.76

1. Coronavirus Aid, Relief, and Economic Security (CARES) \$77,136.41
2. MN Board of Firefighter Training and Education (MBFTE) | Training Costs- \$7,592.35

Donation Income- \$1,660.35

1. New Hope Community Church- \$660.35
2. Flagship Bank- \$1,000.00

Bank Account Interest Income- \$5,251.22

Dividend return, rebates- \$1,817.54

Services- \$1,000

1. Four fire call collections @ \$250.00

Isanti Firefighters Rodeo Association Donation (goods)- \$4,275.62

1. Awareness Service- \$365.36
2. National Fire Safety Council- \$200.00
3. Drone Equipment- \$3,710.26

### Flagship Bank Checking Account

Balance- \$242,641.24

### Flagship Bank Donations Savings Account

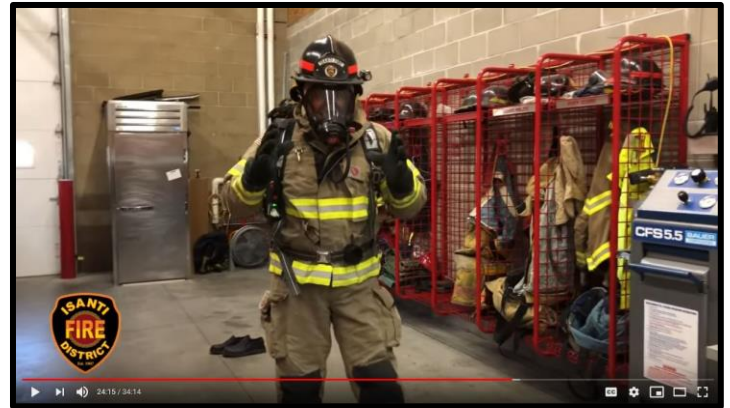
Balance- \$7,924.91

### Flagship Bank Fire Call Savings Account

Balance- \$17,806.32

### MinnCo Water Rescue Savings

Balance- \$617.00



"Digital" fire prevention- Oct. 2020



4th of July display at Coborn's

# **CAPITAL** **ASSETS**

## **Station 1**

(Leased Building/City owned)  
401 1st Ave NW  
Isanti, MN 55040

<b>Engine 1</b>	2020 Custom Fire Freightliner   Waterous 2,000 gpm	<b>Command 2</b>	2010 Chevrolet Tahoe 2x4
<b>Engine 12</b>	2006 Custom Fire Peterbuilt   Waterous 2,000 gpm	<b>Rescue 1</b>	2015 Chevrolet Silverado 2500 4x4
<b>Tanker 1</b>	2000 (built in house) Sterling L7500   2,000 gallon	<b>Rescue 12</b>	2012 Chevrolet Impala
<b>Ladder 1</b>	1988 Grumman Aerial Cat 102' Platform   Waterous 1,500 gpm	<b>Rescue 13</b>	2012 Chevrolet Impala
<b>Command 1</b>	2011 Chevrolet Tahoe 4x4	<b>Grass 1</b>	2005 Ford F350 4x4

## **Station 2**

4891 Co Rd 5 NW  
Isanti, MN 55040

<b>Engine 2</b>	2000 Custom Fire Freightliner   Waterous 1,500 gpm	<b>Grass 2</b>	2008 Ford F350 4x4
<b>Engine 22</b>	1982 Custom Fire Ford   Waterous 1,500 gpm	<b>Public Relations</b>	1963 International Loadstar 1700   Forstner Fire Engine
<b>Tanker 2</b>	2000 (built in house) Sterling L7500   2,000 gallon	<b>Tech Rescue</b>	Featherlite Enclosed Trailer
<b>Rescue 2</b>	2001 Ford F350 4x4	<b>Misc</b>	Deck Over Tandem Axle Trailer
<b>Light Tower</b>	1997 Magnum portable light tower	<b>Misc.</b>	1986 Chevrolet K35 (govt. surplus)
		<b>Misc.</b>	2016 6x12 Enclosed P/R Trailer

## **Station 3**

4243 269<sup>th</sup> Ave NE  
Isanti, MN 55040

<b>Engine 3</b>	1986 Custom Fire Ford   Waterous 1,500 gpm	<b>Grass 3</b>	1988 Chevrolet K3500 4x4
<b>Tanker 3</b>	1989 (built in house) International 1854 4x4 1,500 gallon (govt. surplus)	<b>Rescue 3</b>	2006 Dodge Ram 2500 4x4



2020 INCIDENT TYPE   CITY OF ISANTI	Total Incidents	Total Incidents % of Incidents
<b>Category: 1 - Fire</b>		
111 - Building fire	3	0.6%
118 - Trash or rubbish fire, contained	1	0.2%
131 - Passenger vehicle fire	1	0.2%
134 - Water vehicle fire	1	0.2%
142 - Brush or brush-and-grass mixture fire	1	0.2%
143 - Grass fire	1	0.2%
154 - Dumpster or other outside trash receptacle fire	1	0.2%
	Total: 9	<b>Total: 1.9%</b>
<b>Category: 3 - Rescue &amp; Emergency Medical Service Incident</b>		
311 - Medical assist, assist EMS crew	289	61.8%
321 - EMS call, excluding vehicle accident with injury	2	0.4%
322 - Motor vehicle accident with injuries	15	3.2%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.2%
324 - Motor vehicle accident with no injuries.	3	0.6%
340 - Search for lost person, other	1	0.2%
	Total: 311	<b>Total: 66.5%</b>
<b>Category: 4 - Hazardous Condition (No Fire)</b>		
411 - Gasoline or other flammable liquid spill	1	0.2%
412 - Gas leak (natural gas or LPG)	8	1.7%
424 - Carbon monoxide incident	2	0.4%
440 - Electrical wiring/equipment problem, other	1	0.2%
444 - Power line down	1	0.2%
	Total: 13	<b>Total: 2.8%</b>
<b>Category: 5 - Service Call</b>		
500 - Service call, other	1	0.2%
510 - Person in distress, other	6	1.3%
531 - Smoke or odor removal	1	0.2%
551 - Assist police or other governmental agency	8	1.7%
	Total: 16	<b>Total: 3.4%</b>
<b>Category: 6 - Good Intent Call</b>		
611 - Dispatched and cancelled en route	91	19.4%
631 - Authorized controlled burning	1	0.2%
650 - Steam, other gas mistaken for smoke, other	1	0.2%
	Total: 93	<b>Total: 19.9%</b>
<b>Category: 7 - False Alarm &amp; False Call</b>		
700 - False alarm or false call, other	3	0.6%
736 - CO detector activation due to malfunction	1	0.2%
740 - Unintentional transmission of alarm, other	1	0.2%
741 - Sprinkler activation, no fire - unintentional	1	0.2%
743 - Smoke detector activation, no fire - unintentional	3	0.6%

2020 INCIDENT TYPE   CITY OF ISANTI	Total Incidents	Total Incidents % of Incidents
Category: 7 - False Alarm & False Call Continued		
744 - Detector activation, no fire - unintentional	1	0.2%
745 - Alarm system activation, no fire - unintentional	8	1.7%
746 - Carbon monoxide detector activation, no CO	8	1.7%
	<b>Total: 26</b>	<b>Total: 5.6%</b>
<b>CITY OF ISANTI TOTAL</b>	<b>468</b>	<b>Total: 100.0%</b>

2020 FIRE DEPARTMENT  
BUDGET CONTRIBUTIONS  
CITY OF ISANTI

TOTAL 2020 IFD BUDGET: \$632,785.00

CITY OF ISANTI QUARTERLY CONTRIBUTION: \$59,519.38

CITY OF ISANTI 2020 CONTRIBUTION: \$238,077.52

CITY OF ISANTI % OF TOTAL 2020 FIRE DISTRICT BUDGET: 38%

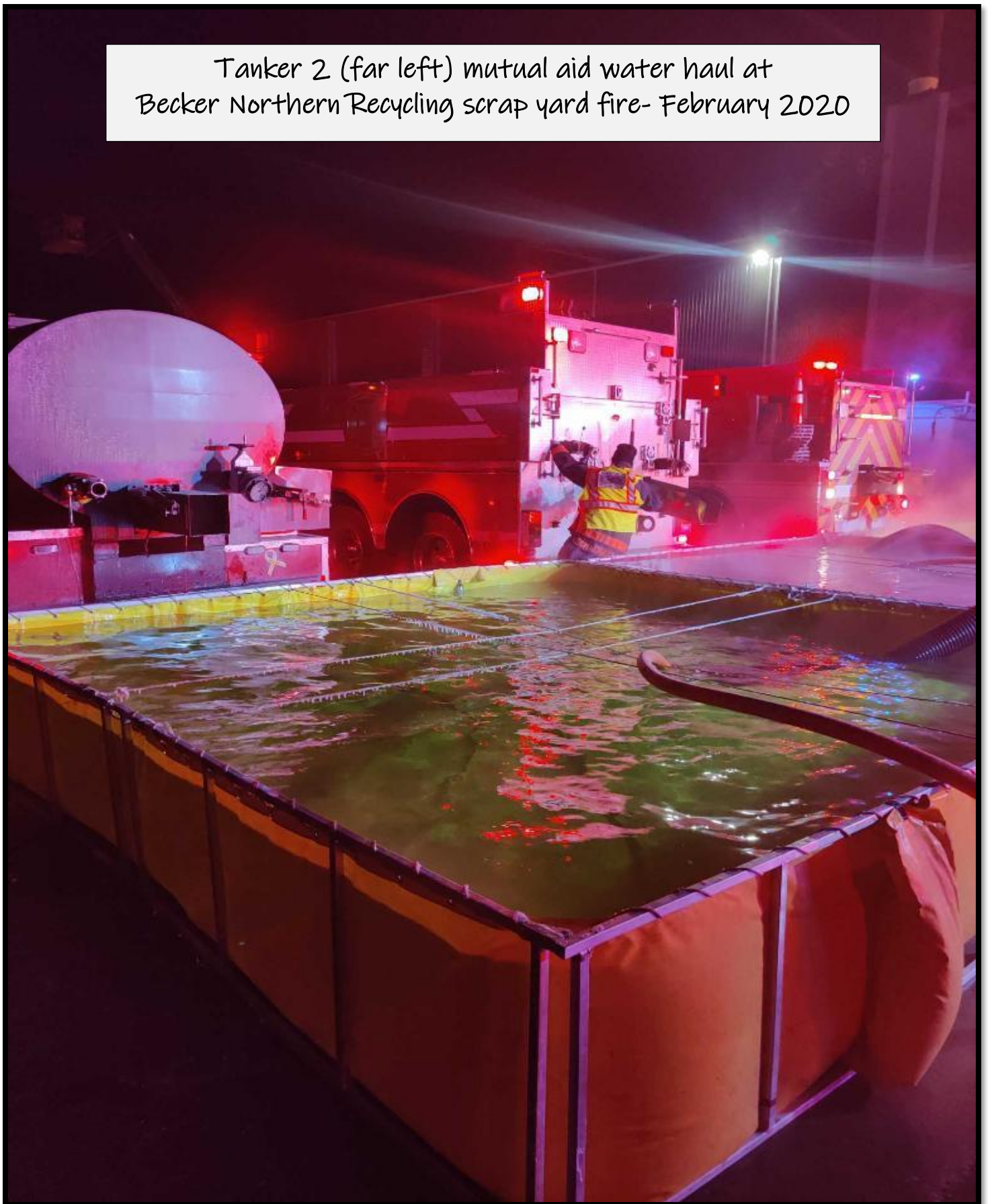
CITY OF ISANTI % OF TOTAL 2020 FIRE DISTRICT CALL RESPONSES: 45%



Vehicle  
Extrication  
Training  
June 2020



Tanker 2 (far left) mutual aid water haul at  
Becker Northern Recycling scrap yard fire- February 2020





## Memo for Council

**To:** Mayor Johnson and Members of the City Council  
**From:** City Administrator Josi Wood  
**Date:** March 2, 2021  
**Subject:** Consideration of the Lease Purchase Agreement between the City of Isanti and IAJOFD

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### **Background:**

The City Council began negotiations on October 6, 2020 with the Isanti Area Joint Operating Fire District regarding the lease to purchase of City owned property identified as 16.040.1030 and 16.040.0960. The agreed upon total sale price is \$600,000.00.

The attached Lease Purchase Agreement has been reviewed by the City Attorney and the Isanti Area Joint Operating Fire District Board.

### **Request:**

Staff is requesting action on this item for the following:

1. Approve the Lease Purchase Agreement for the sale of the City owned land in the amount of \$600,000.00 with terms to be paid over years 2021 – 2025.
2. Staff to record the document with Isanti County and pay associated fees.

### **Attachment:**

- Lease Purchase Agreement

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**RECORDING COVER SHEET**

This cover sheet is for the recording of the City of Isanti and Isanti Area Joint Operating Fire District Lease Purchase Agreement dated March 2, 2021.

This page is not intended to alter the document/ certified copy to which this sheet might be attached.

## LEASE PURCHASE AGREEMENT

This Agreement is made as of \_\_\_\_\_, 2021, between the **City of Isanti**, a Minnesota municipal corporation (“Seller”), and the **Isanti Area Joint Operating Fire District**, a Minnesota joint powers entity created under Minnesota Statute section 471.59 (“Buyer”).

### Recitals

- A. Seller and Buyer entered into the Isanti Fire Hall Lease Agreement on or about December 28, 2005, a copy of which is attached hereto as Exhibit B, in which Buyer, as Lessee, agreed to lease the Isanti Fire Hall from Seller. The lease includes the Fire Hall building and the surrounding grounds historically used and occupied by the Isanti Fire Department.
- B. The building also houses the Isanti Police Department. The Isanti Fire Hall Lease Agreement does not include that portion of the building used and occupied by the Police Department.
- C. The Isanti Fire Hall is located at 401 First Avenue N., Isanti, Minnesota, on the parcel with Property ID No. 16.040.1031. Adjacent to the Isanti Fire Hall parcel is the parcel with Property ID No. 16.040.0960, which contains a portion of the Fire Hall parking lot and is otherwise vacant. The Isanti Fire Hall Lease Agreement does not include the vacant parcel to the west, Property ID No. 16.040.0960.
- D. The parcel at 401 First Avenue N. (Parcel ID No. 16.040.1031) is adjacent to the Seller’s well house and emergency generator (Parcel ID No. 16.040.1032). The Isanti Fire Hall Lease Agreement does not include the well house and generator, or the property underlying or immediately surrounding them (the Well House Property). Likewise, this Lease Purchase Agreement does not include the Well House Property.
- E. Through lease extensions, the Lease Agreement continues in place as of the date of this Lease Purchase Agreement.
- F. Buyer seeks to continue leasing the Isanti Fire Hall from Seller for additional five years (calendar years 2021 through 2025), with the next five annual lease payments, as hereinafter set forth, being applied toward the purchase price of the Property (as defined below) at the end of the lease term.

**1. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the following legally described parcels (the Property):

See Exhibit A – Legal Description

Isanti County Property Identification: 16.040.1031 and 16.040.0960

An illustration of the Property is shown in Exhibit C.

An illustration of the Well House Property is shown in Exhibit D.

**2. PURCHASE PRICE.** The “Purchase Price” for the Property is \$600,000.00.

**3. AMENDMENT TO THE ISANTI FIRE HALL LEASE AGREEMENT.** Notwithstanding any language in the Isanti Fire Hall Lease Agreement or its amendments to the contrary, the following terms shall apply:

- a. The term is extended through December 31, 2025.
- b. Beginning January 1, 2021, annual rent for each of the next five calendar years is \$120,000.00, payable on or before April 1<sup>st</sup> of each year.
- c. All other terms of the existing Lease Agreement will remain in effect except as otherwise modified by this Lease Purchase Agreement.

**4. APPLICATION OF LEASE PAYMENTS.** The base lease payments for the years 2021 through 2025, at \$120,000.00 per year and totaling \$600,000.00, shall be applied to the Purchase Price of the Property at Closing. All five base lease payments shall therefore be considered payments toward the Purchase Price. Any Additional Rent, as defined in the Isanti Fire Hall Lease Agreement, paid by Buyer to Seller or third parties during the extended term shall not be applied towards the Purchase Price.

**5. CLOSING DATE.** The purchase and sale of the Property shall close by January 31, 2026.

**6. TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. On or before October 1, 2025, Seller shall, at Seller’s expense, obtain a commitment from a title company of Seller’s choosing (the Title Company) 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 (Title) to review Title and to give Seller written notice of (i) any defects in the marketability of Seller’s 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 agrees to make Seller’s title to the Property marketable on or before the closing date, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller’s Title Notice indicates that Seller does not agree to make Seller’s Title to the Property marketable on or before the closing date, 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 and Seller will refund as much of the Purchase Price as Buyer has paid, to Buyer (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. PROPERTY SOLD AS IS.** Subject to Buyer's right to terminate this Agreement and receive a refund pursuant to the terms contained herein, 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 acceptance of title 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.

**8. 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.

**9. 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.

**10. 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 Central 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:**

City Administrator City of Isanti  
110 1<sup>st</sup> Avenue N.W.  
P.O. Box 428 Isanti, MN 55040

**Buyer:**

Isanti Area Joint Operating Fire District  
401 First Avenue North  
P.O. Box 490 Isanti, MN 55040

**With Copy To:**

Peter Tiede  
Tiede Grabarski PLLC  
4770 White Bear Parkway Suite LL20  
White Bear Lake, MN 55110

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.

**11. CLOSING.** The Closing shall take place at the offices of the Title Company, or at some other place as the parties may mutually agree. At the option of either Party, the executed closing documents, Purchase Price (to the extent not yet paid) and closing costs may be deposited with the Title Company and disbursed by the Title Company pursuant 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 Title Company, for delivery to Buyer:

- i. A warranty deed, duly executed and acknowledged on behalf of the City, conveying title to the Property, subject to (A) matters that would be disclosed by an accurate survey of the Property; and (B) matters that constitute Permitted Exceptions;
- ii. A certified copy of a duly adopted City Resolution authorizing Seller's sale of the Property to Buyer; and
- iii. Seller's affidavits, settlement statement approved by Seller and Buyer, and any other documents required by the Title Company.

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

- i. Provide a certified check in an amount equal to the amount of the Purchase Price adjusted to reflect Buyer's prior payment(s) and to reflect amounts Buyer must pay or will receive at Closing, to Title Company for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
- ii. File or cause Title Company 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 portion of the prorated property taxes, if any.
  2. One-half the cost of any closing fees.
- ii. At Closing, Buyer must pay the following costs and expenses:



1. Buyer's portion of prorated property taxes, if any.
2. One-half the cost of any closing fees.
3. Documentary and recording fees for the deed(s).
4. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.
5. State deed tax.

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

12. **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.
13. **ASSIGNMENT**. This Agreement may not be assigned without the written consent of the non-assigning Party.
14. **THIRD PARTY BENEFICIARY**. There are no third party beneficiaries of this Agreement, intended or otherwise.
15. **JOINT VENTURE**. Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.
16. **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.
17. **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.
18. **BINDING EFFECT**. This Agreement binds and benefits the Parties and their successors and assigns.
19. **CONTROLLING LAW**. This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
20. **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 may 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 elect to either have this Agreement specifically enforced and recover any incidental damages or terminate the Purchase Agreement in which case Seller shall refund the Purchase Price or so much of the same as has been paid to that date, to Buyer. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **EMERGENCY GENERATOR.**
- a. Equipment. For purposes of this Agreement, the "Generator Equipment" consists of the generator and related controls. Generator Equipment does not include the wiring from the generator to the Fire Hall or any transfer switches or other wiring on the Fire Hall Property beyond the switches to which the generator is connected.

- b. Continued Connection. The generator is connected to the Isanti Fire Hall as of the date of this Agreement and provides emergency electrical service to the entire Isanti Fire Hall building. Said connection and use of the generator shall continue until this Agreement is terminated. Neither party shall interfere with or disturb the Generator Equipment except as required for maintenance or repair. In the event District personnel become aware of any defect with the Generator Equipment, the District shall notify the City of said defect within 24 hours.
- c. Maintenance. The City shall undertake all maintenance and repair of the Generator Equipment; the District shall not modify, maintain, repair or otherwise interfere with the Generator Equipment without the City's express permission. The City shall undertake necessary routine maintenance, in its discretion, at its sole cost.

The Remainder of this page is left intentionally blank.

**SELLER: City of Isanti**, a Minnesota municipal corporation

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

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

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

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

**STATE OF MINNESOTA )**  
**) ss.**  
**COUNTY OF ISANTI )**

On this \_\_\_\_\_ day of March, 2021, before me, a Notary Public, personally appeared Jeff Johnson and Jaden Strand, of the City of Isanti, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Isanti by the Mayor and City Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.

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

**BUYER: Isanti Area Joint Operating Fire District**, a Minnesota joint powers entity

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

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

**STATE OF MINNESOTA )**  
**) ss.**  
**COUNTY OF )**

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

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

This document was drafted by:

City of Isanti  
1st Avenue North  
P O 428  
Isanti, MN 55040-0428  
Telephone: 763-444-5512

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

That part of the Southeast Quarter of the Northeast Quarter of Section 30, Township 35, Range 23, Isanti County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Northeast Quarter; thence on an assumed bearing of South 89 degrees 29 minutes 22 seconds East, along the south line of said Southeast quarter of the Northeast Quarter, a distance of 654.00 feet to the point of beginning; thence continue South 89 degrees 29 minutes 22 seconds East, a distance of 216.00 feet; thence North 01 degrees 08 minutes 08 seconds West, parallel with the west line of said Southeast Quarter of the Northeast Quarter, a distance of 242.97 feet; thence North 89 degrees 29 minutes 22 seconds West, a distance of 146.06 feet; thence North 01 degrees 08 minutes 08 seconds West, a distance of 80.03 feet; thence North 89 degrees 29 minutes 22 seconds West, a distance of 69.95 feet; thence South 01 degrees 08 minutes 08 seconds East, a distance of 323.00 feet to the point of beginning.

Subject to the existing County State Aid Highway No. 5 along the south line thereof and also subject to an easement for public street along the easterly 66.00 feet thereof as measured at right angles to the most easterly line of the above described tract.

### **SUBJECT TO**

A perpetual easement for utility purposes over, under and across that part of the Southeast Quarter of the Northeast Quarter of Section 30, Township 35, Range 23, Isanti County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Northeast Quarter; thence on an assumed bearing of South 89 degrees 29 minutes 22 seconds East, along the south line of said Southeast quarter of the Northeast Quarter, a distance of 870.00 feet; thence North 01 degrees 08 minutes 08 seconds West, parallel with the west line of said Southeast Quarter of the Northeast Quarter, a distance of 242.97 feet; thence North 89 degrees 29 minutes 22 seconds West, a distance of 70.06 feet; to the point of beginning; thence North 89 degrees 29 minutes 22 seconds West, a distance of 76.00 feet; thence North 01 degrees 08 minutes 08 seconds West, a distance of 62.61 feet; thence southwesterly, southerly, southeasterly, easterly and northeasterly a distance of 162.67 feet, along a non-tangential curve concave to the northeast, having a radius of 50.00 feet, a central angle of 186 degrees 24 minutes 29 seconds, a chord distance of 99.84 feet, and a chord bearing of South 50 degrees 40 minutes 31 seconds East, to the point of beginning.

### **AND**

That part of the SE 1/4 of the NE 1/4 of Section 30, Township 35, Range 23, Isanti County, Minnesota, described as follows:

Commencing at the Southwest corner of the SE 1/4 of NE 1/4 of Section 30; thence northerly on an assumed azimuth of 358°31'50" along the West line of the SE 1/4 of NE 1/4 a distance of 323.01 feet; thence easterly on an azimuth of 90°10'40" parallel with the South line of the SE 1/4 of NE 1/4 a distance of 344 feet to the point of beginning of the parcel to be herein described; thence continuing easterly on the aforesaid line parallel with the South line of the SE 1/4 of NE 1/4 a distance of 310 feet; thence southerly parallel with the West line of said SE 1/4 of NE 1/4 a distance of 140 feet; thence westerly parallel with the South line of the SE 1/4 of NE 1/4 a distance of 230 feet; thence northerly parallel with the West line of the SE 1/4 of NE 1/4 a distance of 48 feet; thence westerly parallel with the south line of the SE 1/4 of NE 1/4 a distance of 80 feet; thence northerly parallel to the West line of the SE 1/4 of NE 1/4 a distance of 92 feet, more or less, to the point of beginning and there to terminate. Subject to easements, restrictions, and reservations of record, if any. The above-described tract is a part of what is also known as Lot 4 of Auditor's Subdivision No. 10.

**EXHIBIT B**

**ISANTI FIRE HALL LEASE AGREEMENT**

**Dated December 28, 2005, as amended.**

## ISANTI AREA JOINT OPERATING FIRE DISTRICT

### JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of December, 2005, by and between the CITY OF ISANTI, Isanti County, Minnesota, (hereinafter referred to as the "City"), and the TOWNSHIPS OF ATHENS, BRADFORD, ISANTI, OXFORD, SPENCER BROOK AND STANFORD (hereinafter collectively referred to as the "Towns"), all located within Isanti County, Minnesota,

#### WITNESSETH:

WHEREAS, the Towns and the City have previously been parties to the Isanti Area Joint Operating Fire Fund pursuant to a Joint Powers Agreement ("Fire Fund") executed on the 24th day October, 2002.

WHEREAS, the parties have found the Fire Fund to be a successful enterprise, benefiting the residents of all jurisdictions, now desire to expand the scope of the Fire Fund and to change the name thereof to the "Isanti Area Joint Operating Fire District";

WHEREAS, it has become apparent to the City and the Towns that in order for the level of service under the Isanti Fire Protection Contract to remain high and continue to improve, the construction of certain additional substations within the Townships may become necessary; and

WHEREAS, M.S.A. Section 471.59 authorizes two or more governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to the contracting parties to provide for a Joint Board representing the parties to the Agreement, and

WHEREAS, M.S.A. Section 365.15 and Section 412.221, Subd. 17, authorize the Towns and City respectively, each individually, to establish a fire department, and

WHEREAS, the City and Towns, upon due consultation and discussion, have determined it advisable to execute this Joint Powers Agreement which will replace the existing Isanti Fire Protection Contract and which will further amend, replace and enhance the Fire Fund agreement;

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



## ARTICLE I.

### GENERAL PURPOSE

The purpose of this Agreement shall be to create a joint powers entity that shall operate a fire department, own, operate and maintain such equipment as the joint powers entity shall deem necessarily expedient, may hire and retain such employees, contractors, advisers and consultants as shall be necessary for the operations of the fire department, manage the budgetary affairs of the fire department and purchase, rent or lease real estate, as the fire department may deem necessary, for its operations, and to borrow or bond for expenditures within the limits of Minnesota law. The entity shall be referred to as the Isanti Area Joint Operating Fire District. For purposes of this Agreement, said entity shall hereinafter be referred to as the "Fire District."

## ARTICLE II.

### OWNERSHIP OF EQUIPMENT AND STAFFING

- A. The parties hereto recognize that with the exception of the existing City owned fire station in the City of Isanti, and the real estate referenced in Article IX hereof, all real property, trucks, firefighting equipment, and other property of the former fire department of the City of Isanti or of the Isanti Area Joint Operating Fire District shall hereafter be the property of the Fire District. All parties agree to execute any documents, including title transfers, necessary to effectuate the terms of this paragraph. The execution of this Agreement by all parties shall constitute full and sufficient authorization and power of attorney for an authorized designee of the Fire District to sign any document effectuating the terms of this paragraph, on behalf of any signatory thereto.
- B. Any employees of the City of Isanti Fire Department shall hereafter be employees of the Fire District, under the same terms and conditions as the employer who was employed by the City of Isanti, providing the same level of benefits, etc., as that employee had been entitled to receive previously. The parties agree that none of them shall separately employ any firefighting employees, but all firefighting activities and employment shall take place through the Fire District.

### ARTICLE III.

#### FIRE DISTRICT

- A. On the first Tuesday of August, the Fire District shall consider budget recommendations of any one of the Towns, or the City, and shall approve a budget of the Fire District for the following year. The Fire District shall also appoint a Treasurer to manage the Isanti Area Fire District, which appointment shall be referred to as "Treasurer of the Isanti Area Joint Operating Fire District", as set forth below for the new calendar year.
- B. The City and the Towns shall deposit in advance quarterly contributions with the Treasurer of the Fire District, who shall maintain a special fund to be known as the "Isanti Area Joint Operating Fire District." The amount of the quarterly contributions to the Fire District shall be as follows:

The following formula shall be applied to each participant to determine their contribution:

$$PYC \times \left( \frac{\#C1 + V1}{\#C2 + V2} \right) = CC$$

Where: CC is the current year cost of service.

PYC is the prior years cost of service, including the payment to Fire Relief Fund for the past year, less

1. Monies or property acquired by or given to the Fire District from grants, refunds, donations, pull tabs, and any other source, and
2. Property acquired for fire protection use only or for a mixed City/Fire Protection use, in which case an allocation of the uses shall be made, and
3. Money collected by the Fire District for individual service charges for fire calls from each participant, to be used in making each computation.

C1 is the total number of fire calls for the past 5 years

V1 is the total assessed valuation of the entire area served, including all tax-exempt property.

C2 is the number of fire calls made to a participant over the last 5 years

V2 is the assessed valuation of that participant, including all tax-exempt property.

The Treasurer of the Fire District shall prepare monthly financial reports reflecting all expenditures and all revenues of the Fire District, with such reports made available to all the Towns and the City within 5 days of preparation of the same.

The Treasurer of the Fire District shall provide the Fire District with an annual, complete accounting of all income and disbursements for the fire department operation by February 1 each year this contract is in effect.

The Fire District shall authorize and pay for an annual audit prepared to GAAP standards to be prepared by an independent and licensed auditor at the end of each calendar year and distributed to all the Towns and the City.

#### C. CAPITAL REPLACEMENT FUNDS

The Fire District shall have the authority to establish, maintain and budget for a capital replacement fund, to replace buildings and equipment as needed. Contributions to the capital replacement fund shall be made by the participants using the same formula set forth in Article III. B. above.

Any existing, and all future capital replacement funds, and all interest which they earn, shall be the property of the Fire District to be used solely for fire protection. The Treasurer of the Fire District shall provide the Fire District with an annual accounting of said funds.

In the event one or more of the participants gives notice of termination of its participation hereunder pursuant to Article XI hereof, said participant shall not be required to contribute to the capital replacement fund during the year following that party's notice of termination. No party hereto shall be entitled to refund of any capital replacement funds upon that party's termination of their participation. However, if all participants mutually agree to terminate the Fire District, each shall be entitled to a pro rata share of the capital replacement fund based on each party's most recent annual contribution to the fund.

#### ARTICLE IV.

##### LIABILITY – GOVERNMENTAL FUNCTIONS – PROTECTIVE CLAUSES/INSURANCE

- A. In all of the joint agreements defined in this contract, the City and the Towns shall be deemed to be discharging their governmental functions so that none shall be liable to the others for any negligence of its officers, employees, firefighters or agents.
- B. Insurance shall be procured by the Fire District. The Fire District shall carry insurance no less than any applicable tort limitations, and shall carry such additional amounts of insurance as are deemed necessary or desirable by the Fire District.

#### ARTICLE V.

##### TAX LEVY

The City Council shall annually raise by a tax levy or otherwise sufficient funds to pay all its obligations under this contract. The Town Boards shall individually annually recommend a levy to the voters at its annual meeting to raise by tax levy or otherwise sufficient funds to pay all of each of their obligations under this contract. In the event any party fails to approve or obtain funds to pay that party's obligations hereunder, said failure shall be deemed notice to the Fire District of that party's intent to terminate its interests, given as of the date of such failure, pursuant to Article XI.

#### ARTICLE VI.

##### JOINT OPERATING FIRE DISTRICT

- A. Establishment.  
The Fire District shall have only those powers specifically provided for in this contract. The Fire District may from time to time make recommendations to the City and Townships for amendments and supplements to this contract.
- B. Voting Members.  
"Voting Members" shall consist of one member of each of the Town Boards and one member of the City Council as appointed by each respective body. Appointments shall be for one year.

- C. Ex-Officio (non-voting) Members.  
Two members of the Fire Department, one of which will be the Fire Chief or his or her designee, shall provide advice to the Fire District but will have no voting power.
- D. Alternate Members.  
City Council and each Town Board shall name one (1) elected official to serve as an Alternate Member in case of absence of a Voting Member. The Alternate Member shall have the authority to vote in place of (but not in addition to) the Voting Member.
- E. Additional Members.  
No new members may be admitted to the Fire District except by unanimous consent of all members then constituting the Fire District. New members shall be admitted on terms to be determined and negotiated on a case-by-case basis and in the event new members are added, this agreement shall be modified, if necessary and as necessary to accommodate the terms of the addition of those members.
- F. Meetings.  
The Fire District shall hold monthly regular meetings at times and locations to be set by the Fire District, with notice given in accordance with Minnesota's Open Meeting Law and any other applicable notice statutes. The Fire District may, by resolution, determine to hold fewer or more meetings, or to change the location or time of the meetings.
- G. Fire District Procedures.  
The Fire District shall elect from among its Voting Members a Chair and a Vice-Chair. The Chair shall act as the presiding officer at Fire District meetings and the Vice-Chair shall act as the presiding officer at any meetings not attended by the Chair. The Fire District shall have authority to adopt by-laws establishing its own procedures.
- H. Compensation.  
Fire District members shall serve without compensation from the Fire District, but nothing herein shall be construed to prevent either party from compensating its members for service on the Fire District to the extent such compensation is otherwise authorized by law.
- I. Board Quorum.  
A majority of the Voting Members shall constitute a quorum for the purposes of all Fire District meetings.
- J. Voting.  
Each Voting Member shall have an equal vote. Voting by proxy is not allowed.

## ARTICLE VII.

### CONTRACT

- A. This contract will remain in effect for five (5) years from the last date of execution as shown on the final page of the contract. Any party may withdraw from this contract upon one year's written notice consistent with Article XI.
- B. Unless and until breached or terminated, this contract shall be deemed to be self-renewing for successive one year terms.

## ARTICLE VIII.

### ACQUISITION OF PROPERTY

- A. The Fire District shall be empowered to acquire real property and buildings for the benefit of its members and for fire prevention service.
- B. All property acquisitions or building construction must be approved by a majority vote of the Fire District as necessary or expedient to the provision of fire services. The Fire District shall be empowered to spend money, borrow funds, issue debts, and sign notes, upon proper resolution of its members, as may be necessary to accomplish acquisition or construction of new lands and buildings.
- C. Whenever property or buildings are acquired or constructed, title to such property or buildings shall vest in the Fire District.

## ARTICLE IX.

- A. Existing Land and Building. The City owned fire station used by the Isanti Fire Department prior to this Agreement shall, beginning on \_\_\_\_\_, 2005, become the Fire Station for the Fire District. Ownership of the existing building and land of the Fire Station will remain with the City of Isanti. The Fire District shall pay the City of Isanti a fair market rent for the space used for the Fire Station pursuant to a lease. The rent shall be included in the budget. Any and all leasehold improvements to the existing building and land for the Fire Station shall remain the property of the City, and no compensation shall be paid to the Fire District for such leasehold improvements when and if the Fire District vacates the existing Fire Station.

In the event that the Fire District and the City cannot agree on the fair market rent for the space used for the Fire Station, either the City or the

Fire District may initiate an appraisal process by submitting written notice to the other party. Within thirty (30) days after the notice of the appraisal process has been issued, the City and the Fire District shall appoint appraisers who shall, in turn, select a third appraiser to determine the fair market rent for the space used for the Fire Station. The appraisers selected by the City and the Fire District shall produce reports with whatever supporting documentation they each see fit to provide and submit said appraisal reports to the third appraiser within sixty (60) days after the notice of appraisal has been issued. The third appraiser shall review the reports provided by the appraisers for the City and the Fire District and, if he or she determines it to be necessary, additional information relevant to determining fair market rent for the space to be used for the Fire Station. The third appraiser shall issue his or her decision within thirty (30) days after receiving the reports of the City's and Fire District's appraisers. The third appraiser's decision shall be final and binding on both the City and the Fire District. The Fire District and the City shall be responsible for the cost of the appraisers they appoint and shall equally divide the cost of the third appraiser.

- B. New Land and Buildings. For any expansions that may occur at the existing fire station site in the City of Isanti, the land shall be under the ownership of the City. All new buildings on new lands shall be owned and, to the extent permitted by law, financed by the Fire District. The Fire District may lease buildings and lands, including those that may be owned by any party to this Agreement.
- C. Purchase of Equipment. Purchase of equipment by the Fire District must be done in accordance with a capital equipment plan, which must include all physical items whose costs are anticipated to exceed \$10,000.00, approved by the Fire District. All equipment purchased by the Fire District shall be solely the property of the Fire District. To the extent allowed by law, the Fire District may use debt instruments to make such purchases.

## ARTICLE X.

### PERSONNEL AND ADMINISTRATION

Fire Chief. The Fire Chief shall be responsible to the Fire District for the efficient and economical operation of the Fire District; the hiring, termination, supervision, discipline and the direction of Fire District personnel; the establishment of rules of conduct for those personnel; and carrying out the policies and procedure that have been adopted by the Fire District. The Fire Chief shall review and make recommendations regarding all policies and procedures before they are adopted by the Fire District.

The Chief and Assistant Chief shall be appointed by the Fire District, and shall serve at the pleasure of the Fire District. Other officers shall be appointed to two year terms by the Fire District and the Fire Chief. Openings shall be posted prior to September 1st of each odd calendar year on the Squad Room Board. Applicants for an officer position may file resumes with the Fire Chief prior to October 1. The Personnel Committee of the Fire District and the Chief will review resumes and training files of each applicant and determine the most qualified person to be appointed to the officer position for a two-year term.

Appointments shall be made prior to the Annual Fire Department Meeting in December.

Any grievance with an appointment can be brought to the Personnel Committee of the Fire Chief and the Fire District. If no satisfaction is reached with the committee, the grievance can be brought to the Fire District alone for further review and action. The Fire District shall be the final decision maker with regard to any such grievance.

District Positions: The Fire District may, from time to time, establish, eliminate or reconstitute other employee positions as it deems to be appropriate. The Fire District shall create new firefighter positions as needed and appoint persons to fill those positions.

Training: The Fire District shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.

Membership in Firefighters' Relief Association: Firefighters with the Fire District shall be eligible for membership in the Isanti Firefighters' Relief Association or its successor fire relief association, in accordance to the Relief Association's By-Laws.

Continuation of Prior Policies, Plans, and Procedures: All Isanti Fire Department policies, plans, procedures and By-laws not superseded by this Agreement, in place on January 1, 2006, shall remain in effect unless approved by a majority vote of the Fire District's firefighters and approved by the Fire District.

The terms and provisions of this Agreement shall supersede any conflicting Isanti Fire Department policies, plans, procedures, and By-Laws in place at the time of the effective date of this Agreement.



## ARTICLE XI.

### DISPOSITION OF PROPERTY

- A. If this Agreement is terminated by mutual agreement of all parties, then any real property or buildings owned by the Fire District shall become the sole property of the City or the Townships in which the property lies. The Treasurer of the Fire District shall, upon any such dissolution, be empowered and, by this Agreement, is required, to sign any deeds, contracts, conveyances, bills of sale, or other documents necessary to effectuate such transfer. The parties may by unanimous written agreement agree to any other disposition of the property owned by the Fire District as may be appropriate in their sole discretion at the time of any such mutual dissolution.
- B. In the event any party or parties, but less than all parties desire to withdraw from this Agreement, and the remaining participants in this Agreement do not withdraw, then the party seeking to withdraw must give at least fifteen (15) months written notice of intent to withdraw effective on a future January 1.
  - 1. If one or more, but not all parties, withdraws, that party shall have the indefinite right of first refusal to purchase any substations or other real property and improvements owned by the Fire District within that entity's borders, should the Fire District determine to sell such real property and improvements. The Fire District shall have no obligation to discontinue using such improvements, shall have no obligation to sell such improvements, and shall owe the withdrawing entity no compensation or payment for its contributions to any of the Fire District's budgets or purchases other than this right of first refusal in the event the Fire District determines to sell such real property.
  - 2. In the event the Fire District determines to sell any such real property, the property shall be sold at the fair market value of the building / property as determined first by negotiation, and if no negotiated price can be reached, by a qualified Appraiser. In the event the parties cannot agree upon an Appraiser, each party shall appoint a third person, not a party to this Agreement, who shall be instructed to work with the other party's appointment to select the Appraiser. The Appraiser so selected shall be compensated by the Fire District, and shall be instructed to determine the fair market value of the property in issue. The parties agree to be bound by the price set by the Appraiser. Upon setting of the price, the withdrawing entity has sixty (60) days in which to close the transaction. If the transaction is not closed within sixty (60) days of

the setting of the price, then the withdrawing entity shall be deemed to have waived its option to purchase the interest of the Fire District. Funds paid by the withdrawing City or Town to the Fire District shall go into the general accounts of the Fire District and be credited to each member of the Fire District in proportion to that members contributions for acquisition of the property. Funds so deposited shall be treated by the Treasurer in the same manner as contributions from members of the Fire District.

## ARTICLE XII

### APPLICABLE LAW

- A. A copy of this document shall be as valid as the original. This contract shall be construed in accordance with the laws of the State of Minnesota and jurisdiction for resolution of any dispute under this Agreement shall lie with the state and federal courts venued in the State of Minnesota.

## ARTICLE XIII

### LIABILITY

- A. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Fire District are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of each of the Towns and the City.
- B. Each Town and the City all agree to defend and indemnify each other against any claims brought or actions filed against any of them, or any officer, employee, or volunteer of Fire District for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a fire call or otherwise performing the business of the Fire District.
- C. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- D. The intent of this subdivision is to impose on each Town and the City a limited duty to defend and indemnify the others for claims arising within the jurisdiction of the Towns or the City, subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating

conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

- E. No party to this agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

#### ARTICLE XIV

#### CHANGES TO THE CONTRACT

Any party may at any time request in writing change or amendment to this contract related to cost sharing or other terms. All such changes must be made by unanimous written agreement. If mutually agreed upon, such changes may be adopted by execution by officials of all parties of an amendment to this contract. In the event that no agreement upon a proposed amendment can be reached, the parties agree to meet at least two times to try to resolve the matter.

IN TESTIMONY WHEREOF, the parties to this contract have hereunto set their hands this 28<sup>th</sup> day of December, 2005.

CITY OF ISANTI

Mayor

Clerk

Date: 12-28-05

TOWNSHIP OF ATHENS

Chairman

Clerk

Date: 12/12/5

TOWNSHIP OF BRADFORD

Richard C. Hansen  
Chairman

Thomas L. Anderson  
Clerk

Date: 12-12-05

TOWNSHIP OF ISANTI

Michael Ellund  
Chairman

dean Boeltche  
Clerk

Date: 12/13/05

TOWNSHIP OF OXFORD

Ch. H. Hagan  
Chairman

Annex East  
Clerk

Date: 12/22/05

TOWNSHIP OF SPENCER BROOK

Jim Kawa  
Chairman

Jennifer Jenkins  
Clerk

Date: 12 DEC 05

TOWNSHIP OF STANFORD

Don Dault  
Chairman

Barbara A. Vogt  
Clerk

Date: 12-20-05



# Isanti Fire Department

Isanti, Minnesota 55040

To Report a Fire Dial 911

September 30, 2011



Business Telephone: 444-8019

Fax: 444-8019

RE: Joint Powers Agreement Amendment

To: Clerks and Administrators of Isanti Fire District Supporting Entities

Enclosed please find your copy of our amendment to our Joint Powers Agreement.

Al Jankovich  
Isanti Fire District  
1<sup>st</sup> Assistant Chief

**FIRST AMENDMENT**  
**TO**  
**ISANTI AREA JOINT OPERATING FIRE DISTRICT**  
**JOINT POWERS AGREEMENT**

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of September, 2011, by and between the CITY OF ISANTI, Isanti County, Minnesota (hereinafter referred to as the "City"), and the TOWNSHIPS OF ATHENS, BRADFORD, ISANTI, OXFORD, SPENCER BROOK AND STANFORD (hereinafter collectively referred to as the "Towns"), all located within Isanti County Minnesota,

WITNESSETH:

WHEREAS, the Towns and the City are parties to the Isanti Area Joint Operating Fire District pursuant to a Joint Powers Agreement dated on the 28<sup>th</sup> day December, 2005; and

WHEREAS, said Joint Power Agreement dated December 28, 2005 does not designate the method of statutory compliance to be followed by the Isanti Area Joint Operating Fire District as to municipal contracting law; and

WHEREAS, Minnesota Statute, Section 471.59 subdivision 3 requires the Joint Power Agreement to designate which requirements of a party shall control as to the contracts and purchases.

NOWTHEREFORE, it is unanimously agreed by and between the parties hereto that Article XII is hereby amended to read as follows:

ARTICLE XII

APPLICABLE LAW

- A. A copy of this document shall be as valid as the original. This contract shall be construed in accordance with the laws of the State of Minnesota and jurisdiction for resolution of any dispute under this Agreement shall lie with the state and federal courts venued in the State of Minnesota.
- B. For the purposes of uniform Municipal Contracting law the Isanti Area Joint Operating Fire District Joint Powers Agreement dated December 28, 2005 said District shall be governed by Minnesota Statute applicable to the requirements for Cities and not Townships.

All other terms and conditions of the Joint Power Agreement dated December 28, 2005 to remain the same.

IN TESTIMONY WHEREOF, the parties to this contract have hereunto set their hands  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.


CITY OF ISANTI

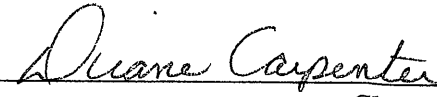
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Date: 9/19/11

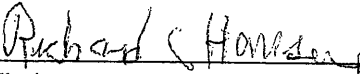
TOWNSHIP OF ATHENS

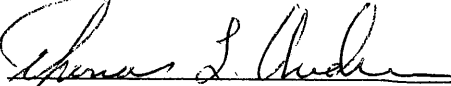
  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Clerk

Date: 7/11/11

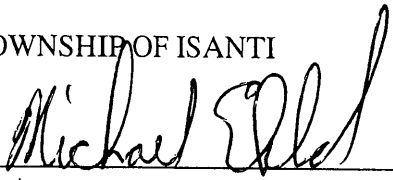
TOWNSHIP OF BRADFORD


  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Clerk

Date: 7/11/2011

TOWNSHIP OF ISANTI

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Clerk

Date: 8/9/2011

TOWNSHIP OF OXFORD

Chilton Hays  
Chairman

Tracy Long  
Clerk

Date: 8/9/2011

TOWNSHIP OF SPENCER BROOK

Lyle K. Peterson  
Chairman

Jennifer Stahlers  
Clerk

Date: 8-8-11

TOWNSHIP OF STANFORD

Don Dault  
Chairman

Barbara A. Vogtlin  
Clerk

Date: 7-5-11



**SECOND AMENDMENT**

**TO**

**ISANTI AREA JOINT OPERATING FIRE DISTRICT**

**JOINT POWERS AGREEMENT**

THIS AGREEMENT, made and entered into this 19 day of ~~December~~ 2012, by and between the CITY OF ISANTI, Isanti County, Minnesota (hereinafter referred to as the "City"), and the TOWNSHIPS OF ATHENS, BRADFORD, ISANTI, OXFORD, SPENCER BROOK AND STANFORD (hereinafter collectively referred to as the "Towns"), all located within Isanti County Minnesota,

WITNESSETH:

WHEREAS, The Towns and the City are parties to the Isanti Area Joint Operating Fire District pursuant to a Joint Powers Agreement dated on the 28<sup>th</sup> day December, 2005; and

WHEREAS, said Joint Powers Agreement dated December, 2005 displays the formula for calculating each party's quarterly obligation incorrectly.

WHEREAS, on January 1, 2010 the Joint Operating Fire District Board hired a full time employee whose position includes maintaining the duties of Treasurer of the Joint Operating Fire District.

WHEREAS, on August 15, 2012 The Joint Operating Fire District Board agreed unanimously to determine annually during the December monthly meeting the following years regular monthly meeting schedule.

NOWHEREFORE, it is unanimously agreed by and between the parties hereto that Article III read as follows:

**ARTICLE III**

- A. Annually during the August monthly meeting, the Joint Operating Fire District Board shall consider budget recommendations from any of the Towns or City, and address

those details to the Treasurer for a following year budget proposal. This budget shall be calculated and disbursed among each party by the appointed Fire District Treasurer. The Joint Operating Fire District Board shall vote to approve the annual budget.

- B. The City and the Towns shall deposit in advance quarterly contributions with the Treasurer of the Fire District, who shall maintain a special fund to be known as the "Isanti Area Joint Operating Fire District." The amount of the quarterly contributions to the Fire District shall be as follows:

The following formula shall be applied to each participant to determine their contribution:

$$S=C(U+V)/2$$

Where S= Cost of fire/rescue protection to the party for one quarter less

1. Monies or property acquired by or given to the Fire District from grants, refunds, donations, pull tabs, and any other source, and
2. Property acquired for fire protection use only or for a mixed City/Fire Protection use, in which case an allocation of the uses shall be made, and
3. Money collected by the Fire District for individual service charges for fire calls from each participant, to be used in making each computation.

Where C= Fire Districts quarterly operating budget.

Where U= Percentage of fire/rescue incidents responded to in each parties area compared to the total for the entire Fire District. This percentage will change annually to include the most recent 5 year period.

Where V= Percentage of valuation of each parties area as compared to the valuation of the total area serviced by the Fire District. These figures are obtained annually by the Isanti County Assessor's office.

The Treasurer of the Fire District shall prepare monthly financial reports reflecting all expenditures and all revenues of the Fire District, with such reports made available to all the Towns and the City within 5 days of the preparation of the same.

The Treasurer of the Fire District shall provide the Fire District with an annual, complete accounting of all income and disbursements for the fire department operation by February 1 each year this contract is in effect.

The Fire District shall authorize and pay for an annual audit prepared to GAAP standards to be prepared by an independent and licensed auditor at the end of each calendar year and distributed to all the Towns and the City.

#### C. CAPITAL REPLACEMENT FUNDS

The Fire District shall have the authority to establish, maintain and budget for a capital replacement fund, to replace buildings and equipment as needed. Contributions to the capital replacement fund shall be made by the participants using the same formula set forth in Article III. B. above.

Any existing, and all future capital replacement funds, and all interest which they earn, shall be the property of the Fire District to be used solely for fire protection. The Treasurer of the Fire District shall provide the Fire District with an annual accounting of said funds.


In the event one or more of the participants gives notice of termination of its participation hereunder pursuant to Article XI hereof, said participant shall not be required to contribute to the capital replacement fund during the year following that party's notice of termination. No party hereto shall be entitled to refund of any capital


replacement funds upon that party's termination of their participation. However, if all participants mutually agree to terminate the Fire District, each shall be entitled to a pro rata share of the capital replacement fund based on each party's most recent annual contribution to the fund.

All other terms and conditions of the Joint Power Agreement dated December 28, 2005, and the First Amendment dated September 21, 2011 to remain the same.

IN TESTIMONY WHEREOF, the parties to this contract have hereunto set their hands this 19 day of December, 2012.

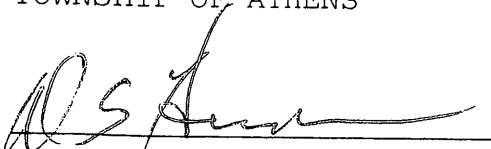
CITY OF ISANTI

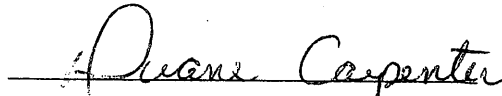
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

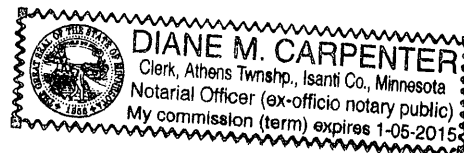
Date: 11/9/12

TOWNSHIP OF ATHENS

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Clerk

Date: 11-5-12



TOWNSHIP OF BRADFORD

Richard C. Hansen  
Chairman

John L. Aude  
Clerk

Date: 11/13/2012

TOWNSHIP OF ISANTI

Don E. Hansen  
Chairman

Dean Boettcher  
Clerk

Date: 11-13-12

TOWNSHIP OF OXFORD

Charles Haysom  
Chairman

Jennifer Lentz  
Clerk

Date: 12/11/12


TOWNSHIP OF SPENCER BROOK

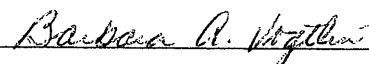
Lyle K. Peterson  
Chairman

Jennifer Jenkins  
Clerk

Date: 12-10-12

TOWNSHIP OF STANFORD

  
Chairman

  
Clerk

Date: DEC 3, 2012

RESOLUTION NO. 2014-265

**A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE ISANTI AREA JOINT  
OPERATING FIRE DISTRICT JOINT POWERS AGREEMENT**

**WHEREAS**, the City of Isanti previously entered into a Joint Powers Agreement known as the "Isanti Area Joint Operating Fire District Joint Powers Agreement" with the Townships of Athens, Bradford, Isanti, Oxford, Spencer Brook, and Stanford dated December 28, 2005; and

**WHEREAS**, the City of Isanti and the Town Boards found it necessary to amend the Joint Powers Agreement to clarify the entity responsible for satisfying the obligations to the Firefighters' Relief Association established for the firefighters of the Fire District pursuant to Minnesota Statutes, Chapters 69 and 424A; and

**WHEREAS**, on November 18, 2014, such an amendment, known as the "Third Amendment to Isanti Area Joint Operating Fire District Joint Powers Agreement" ("Third Amendment") was presented to the City Council; and

**WHEREAS**, the City Council approves the Third Amendment;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA**, does adopt that Third Amendment and authorizes and instructs the Mayor and City Clerk to execute the same on behalf of the City Council and agrees in all respects to be bound by the terms of said Third Amendment.

Adopted by the Isanti City Council on this 18<sup>th</sup> day of November, 2014.

All those in favor:

Mayor George Wimmer  
Council member Sue Larson  
Council member Adam Johnson  
Council member Steve Lundeen  
Council member Dan Collison

All those opposed:

None

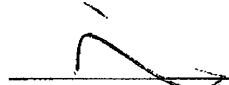
The Motion carries ☒ or fails ☐.

Attest:

  
Donald C. Loring

City Administrator/City Clerk

(SEAL)

  
Mayor George A. Wimmer



**THIRD AMENDMENT  
TO  
ISANTI AREA JOINT OPERATING FIRE DISTRICT  
JOINT POWERS AGREEMENT**

THIS AGREEMENT, effective November 19, 2014, is by and between the CITY OF ISANTI, Isanti County, Minnesota, (hereinafter referred to as the "City"), and the TOWNSHIPS OF ATHENS, BRADFORD, ISANTI, OXFORD, SPENCER BROOK and STANFORD (hereinafter collectively referred to as the Towns), all located within Isanti County, Minnesota,

WITNESSETH:

WHEREAS, the Towns and the City are parties to the Isanti Area Joint Operating Fire District (the "Fire District") pursuant to a Joint Powers Agreement dated December 28, 2005, as amended by First Amendment dated September 21, 2011, and by Second Amendment dated December 19, 2012 (collectively, the "Joint Powers Agreement"); and

WHEREAS, the parties have found it necessary to amend the Joint Powers Agreement to clarify the entity responsible for satisfying the obligations to the Firefighters' Relief Association established for the firefighters of the Fire District pursuant to Minnesota Statutes, Chapters 69 and 424A.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Joint Powers Agreement is amended by adding the following Paragraph D to Article III of the Joint Powers Agreement:

- D. The parties hereto recognize and agree that, for the purposes of Minnesota Statutes, Chapters 69 and 424A, and such other laws as may apply, the Fire District is the entity responsible for satisfying the minimum obligation for the Firefighters Relief Association established for the firefighters of the Fire District. The joint board established for the Fire District shall serve as the governing body for all purposes under Minnesota Statutes, Chapters 69 and 424A, including, but not limited to, receiving the certification of the financial requirements of the special fund as required by Minnesota Statutes, Section 424A.092, Subdivision 4, and considering and acting on requests for municipal ratification of By-Law amendments to the extent ratification is required by Minnesota Statutes, Section 424A.092, Subdivision 6, or by any other applicable law. No party to this Agreement shall in any way be individually responsible for any obligation to the Firefighters' Relief Association, beyond paying its respective share of the financial obligations of the Fire District as provided in the Joint Powers Agreement.

All of the other terms and condition of the Joint Powers Agreement shall remain the same.

IN TESTIMONY WHEREOF, the parties to this Agreement have hereunto set their hands on the dates set forth below.

CITY OF ISANTI

Mayor

Date:

11/18/14



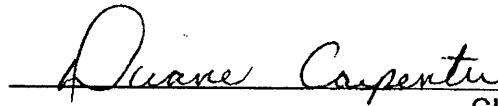
Clerk

TOWNSHIP OF ATHENS

Chairman

Date:

11-3-14



Clerk

TOWNSHIP OF BRADFORD

Chairman

Date:

11-10-14



Clerk

TOWNSHIP OF ISANTI

Chairman

Date:

10-18-14



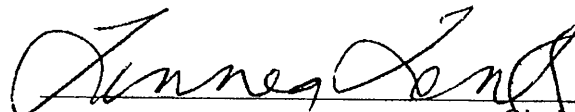
Clerk

TOWNSHIP OF OXFORD

Chairman

Date:

11/11/14



Clerk

TOWNSHIP OF SPENCER BROOK

Lyle K. Peterson  
Chairman

Date: 11-10-14

TOWNSHIP OF STANFORD

Don Dault  
Chairman

Date: 11-3-14

Jennifer Jenkins  
Clerk



Brian A. Vogtlin  
Clerk

**EXHIBIT C  
TO PURCHASE AGREEMENT**

**Property Illustration**



**EXHIBIT D  
TO PURCHASE AGREEMENT**

**Illustration of Well House Property**





## Request for City Council Action Memo

**To:** Mayor Johnson and Members of the City Council  
**From:** Jaden Strand, City Clerk  
**Date:** March 2, 2021  
**Subject:** Mobile Food Truck Chapter 160; Fees Discussion

---

### **Background:**

At the February 16<sup>th</sup> Committee of the Whole meeting there was discussion regarding mobile food truck fees. Below are fees recommended by Committee of the Whole. Staff has drafted an ordinance to reflect such fees and has been posted for the required 10 days.

### **New Fees:**

Background Investigation: \$35

Per Day- \$10

Per Month- \$50

Yearly- \$130

### **Request:**

Staff is seeking action on this item.

### **Attachment:**

- ORD 2021-XXX

## ORDINANCE NO. XXX

### AN ORDINANCE AMENDING ORDINANCE 746, ADOPTED ON DECEMBER 15, 2020 ORDINANCE 727, ADOPTED ON APRIL 7, 2020 AND TITLED FEES

The City Council of the City of Isanti, Minnesota ordains:

**Section 1-Amendment.** Ordinance 746, Ordinance 727, titled fees, codified in Chapter 160 of the City Code, are hereby amended as follows:

#### Chapter 160

#### FEES

##### §160-2. Enumeration of fees.

###### A. Administration.

36. Peddler License	
(a) Day	\$25.00
(b) Month	\$75.00
(b) Seasonal (6 months or less)	\$200.00
37. Peddler or Mobile Food Unit Application	
Investigation Fee	\$35.00
38. Peddler License and Investigation Fee – Nonprofit	No Charge
39. Mobile Food Unit License	
(a) Day	\$10.00
(b) Month	\$50.00
(c) Yearly	\$130.00
40 Planning Commission Per Diem	\$25.00 per meeting
41. Retail Fire Works Permit – Application Fee	\$15.00
42. Retail Fire Works Permit – Permit Fee	\$25.00
43. Returned Checks	\$30.00
44. Secondhand Goods Dealer	\$1,500.00
45. Secondhand Goods Dealer Investigation Fee	\$1,500.00
Initial Application only, not for renewals	
46. Secondhand Goods Dealer, Temporary	\$750.00
47. Secondhand Goods Dealer Transaction Fee	\$1.30
48. Small Wireless Facility Collocation Rental and Maintenance Fee	
(a) Annual Rent per Supplement	\$150.00
(b) Annual Maintenance Fee per Supplement	\$25.00
49. Small Wireless Facility Electrical Service Fee	
(a) Per radio node less than or equal to 100 watts	\$73.00 annually
(b) Per radio node over 100 max watts: or	\$182.00 annually
Actual cost of electricity annually, if costs exceed either of the above amounts	
50. Special Assessment Fee	\$30.00 per
assessment	



Unpaid Utility Bills, Code Enforcement Violations, Etc.	
51. Special Meeting Request	\$500.00
52. Special Vehicle Permit	\$25.00
53. Staff Time (not specified elsewhere)	Actual hourly wage multiplied by 145%

**Section 2- Effective date.**

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

Adopted by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

\_\_\_\_\_  
Attest:

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

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

Date Posted: 2/17/2021  
Date Adopted:  
Date Published:  
Effective Date:



## Request for City Council Action- MEMO

**To:** Mayor Johnson and Members of City Council  
**From:** Jaden Strand, City Clerk  
**Date:** March 2, 2021  
**Subject:** Liquor License and Pawnshop License Renewals

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### **Background:**

City Council approved waiving liquor and pawnshop renewal fees for the year 2021 for businesses that held a license in 2020 at the January 5<sup>th</sup>, 2021 City Council meeting.

Prior to being brought to City Council for consideration of a Liquor License renewal and Pawnshop renewal, all Liquor License and Pawnshop applications are reviewed for completeness, the license applicants undergo a background check by the Police Department, taxes and assessments are reviewed against the licensed property to make sure they are current; fees owed to the City are checked to ensure there are no delinquent fees. Staff has reviewed completed applications and each applicant has met the requirements outlined in City Code.

The following license holders have submitted complete applications, and through review, have been recommended to proceed forward to the City Council for consideration for renewal of their liquor license and pawnshop license at this time:

- Junction Bowl and Whistle Stop Bar and Grill
- Rum River VFW 2735
- Wintergreens Golf & Grill
- Thunder Brothers Brewery, Inc.
- Patlok Design, Inc DBA Sanbrook Golf Course
- Northern Pawn, Inc.

### **Request:**

- Staff is requesting City Council action on this item.

### **Attachment:**

- VFW Thank you Letter
- Resolution 2021-XXX Approving the On-Sale and Sunday Liquor License Renewal Application for Junction Bowl and Whistle Stop Bar and Grill
- Resolution 2021-XXX Approving the On-Sale and Sunday Liquor License Renewal Application for Rum River VFW 2735

- Resolution 2021-XXX Approving the On-Sale and Sunday Liquor License Renewal for Wintergreens Golf & Grill
- Resolution 2021-XXX Approving the Brewer Off-Sale and Tap Room On-Sale License Renewal for Thunder Brothers Brewery, Inc.
- Resolution 2021-XXX Approving an On-Sale 3.2 Percent Malt Liquor License to Patlok Design, Inc. DBA Sanbrook Golf Course
- Resolution 2021-XXX Approving the Pawnshop License Renewal for Northern Pawn, Inc.

# VFW



VETERANS OF FOREIGN WARS OF THE U.S.  
RUM RIVER POST NO. 2735  
PO BOX 15  
410 Railroad Avenue South  
Isanti, Minnesota 55040

February 12, 2021

Mayor Jeff Johnson  
Council Member Jimmy Gordon  
Council Member Steve Lundeen  
Council Member Paul Bergley  
Council Member Dan Collison

On behalf of Rum River VFW Post 2735 I would like to thank you for your decision to waive the annual Liquor License application fee for the year 2021 - 2022. This decision will allow us to utilize these funds on other financial obligations necessary in the operation of our business. Your support of the area restaurants and bars is evident with this decision. We really appreciate your support.

Respectfully,

A handwritten signature in blue ink that reads "Jim Rostberg".

Jim Rostberg  
Commander

Encl: Liquor License application and supporting documents

**RESOLUTION 2021-XXX**

**APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL  
FOR JUNCTION BOWL AND WHISTLE STOP BAR AND GRILL**

**WHEREAS**, Junction Bowl and Whistle Stop Bar and Grill's On-Sale and Sunday Liquor License will expire on March 31, 2021; and,

**WHEREAS**, the applicant has completed the renewal application from the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

**WHEREAS**, all taxes and assessments against the property are current; and,

**WHEREAS**, the applicant has no delinquent City fees; and,

**WHEREAS**, the applicant has passed a police activity review; and,

**WHEREAS**, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Junction Bowl and Whistle Stop Bar and Grill's On-Sale and Sunday Liquor License Renewal is approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2021 through March 31, 2022.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

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

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

**RESOLUTION 2021-XXX**

**APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL FOR RUM  
RIVER VFW 2735**

**WHEREAS**, Rum River's VFW Post 2735 On-Sale and Sunday Liquor License will expire on March 31, 2021; and,

**WHEREAS**, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and provided proof of liquor liability and workers' compensation insurance; and,

**WHEREAS**, all tax assessments against the property are current; and,

**WHEREAS**, the applicant has no delinquent City fees; and,

**WHEREAS**, the applicant has passed a police activity review; and,

**WHEREAS**, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Rum River's VFW Post 2735 On-Sale and Sunday Liquor License Renewal is approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2021 through March 31, 2022.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

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

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

**RESOLUTION 2021-XXX**

**APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL FOR  
WINTERGREEN'S GOLF & GRILL**

**WHEREAS**, Wintergreen's Golf and Grill On-Sale and Sunday Liquor License will expire on March 31, 2021; and,

**WHEREAS**, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

**WHEREAS**, all taxes and assessments against the property are current; and,

**WHEREAS**, the applicant has no delinquent City fees; and,

**WHEREAS**, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Wintergreen's Golf & Grill On-Sale and Sunday Liquor License Renewal is hereby approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2021 through March 31, 2022.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

---

Mayor Jeff Johnson

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Jaden Strand  
City Clerk

**RESOLUTION 2021-XXX**

**APPROVING THE BREWER OFF-SALE AND TAP ROOM ON-SALE SUNDAY  
LICENSE RENEWAL  
APPLICATION FOR THUNDER BROTHERS MICROBREWERY**

**WHEREAS**, Thunder Brothers Off-Sale and Tap Room On-Sale Sunday License will expire on March 31, 2021; and,

**WHEREAS**, the applicant has completed the renewal application from the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

**WHEREAS**, all taxes and assessments against the property are current; and,

**WHEREAS**, the applicant has no delinquent City fees; and,

**WHEREAS**, the applicant has passed a police activity review; and,

**WHEREAS**, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Thunder Brothers Brewer Off-Sale and Tap Room On-Sale Sunday Renewal is approved.
2. The effective date of the Brewer Off-Sale and Tap Room On-Sale Sunday License shall be April 1, 2021 through March 31, 2022.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

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

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



**RESOLUTION 2021-XXX****APPROVING THE ON-SALE 3.2 PERCENT MALT LIQUOR LICENSE RENEWAL TO  
PATLOK DESIGN, INC. DBA SANBROOK GOLF COURSE**

**WHEREAS**, Patlok Design, Inc. DBA Sanbrook Golf Course On-Sale 3.2 Percent Malt Liquor License will expire on March 31, 2021; and,

**WHEREAS**, license would be considered a renewal of their 3.2 Percent Malt Liquor License which is valid for all days of the week and does not require a separate license for Sunday sales; and,

**WHEREAS**, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

**WHEREAS**, all taxes and assessments against the property are current; and,

**WHEREAS**, the applicant has no delinquent City fees; and,

**WHEREAS**, the applicant has passed a police activity review; and,

**WHEREAS**, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Patlok Design, Inc. DBA Sanbrook Golf Course On-Sale 3.2 Malt Liquor License Renewal is approved.
2. The effective date of the On-Sale 3.2 Malt Liquor License shall be April 1, 2021 through March 31, 2022.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

---

Mayor Jeff Johnson

---

Jaden Strand  
City Clerk

**RESOLUTION 2021-XXX****APPROVING THE PAWNSHOP LICENSE RENEWAL FOR NORTHERN PAWN, INC.**

**WHEREAS**, the City has received an application for renewal of a Pawnshop License from Joe Niles, Northern Pawn, Inc. for the operation of a pawnshop at 303 Credit Union Drive Suite 9; and,

**WHEREAS**, all City fees are current and the required license fee and bond have been received; and,

**WHEREAS**, all taxes assessments against the property are current; and,

**WHEREAS**, the Isanti Police Department has conducted a background check on the applicant for the pawnshop license and found no reason to deny the renewal of the license; and,

**WHEREAS**, the City has not received any information to preclude the issuance of the pawnshop license to the applicant;

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

1. That the City hereby authorizes the issuance of a Pawnshop License to Joe Niles, Northern Pawn, Inc. to operate a pawnshop at 303 Credit Union Drive, Suite 9, Isanti MN 55040 for a license period from April 1, 2021 to March 31, 2022.
2. The transaction fee shall be subject to the current fee that is set by the City Council within the Fee Schedule.
3. The license shall be subject to all conditions as provided within City Code Chapter 233.
4. That the Mayor and City Clerk are hereby authorized to sign all required documents to provide for the issuance of the pawnshop license.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

---

Mayor Jeff Johnson

---

Jaden Strand  
City Clerk



## MEMO for Council

**To:** Mayor Johnson and Members of the City Council  
**From:** Josi Wood, City Administrator  
**Date:** March 2, 2021  
**Subject:** Resolution Approving Goals and Organizational Chart for 2021

---

**Background:**

It has been the City Council's practice to conduct an annual goal setting session to balance workload and demand with available resources. The purpose of a goal setting session is to develop consensus to determine top priorities for the year and beyond. Council held their annual goal setting meeting on January 19, 2021.

Staff has outlined goals shared by Council at that meeting, including further discussions on items at Committee of the Whole, and continued long-term goals.

**Attachment:**

- Resolution 2021-XXX

**RESOLUTION 2021-XXX**

**APPROVING GOALS AND ORGANIZATIONAL CHART FOR 2021**

**WHEREAS**, annually the City Council sets goals for the current year; and,

**WHEREAS**, City Council met on January 19, 2021 to establish goals for year 2021; and,

**WHEREAS**, goals for year 2021 were established and outlined per 'Exhibit A'; and,

**WHEREAS**, the organizational chart for current and future City Staff is outlined per 'Exhibit B';

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to approve 2021 goals per 'Exhibit A' and organizational chart per 'Exhibit B'.

This resolution was duly adopted by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk

## **‘EXHIBIT A’**

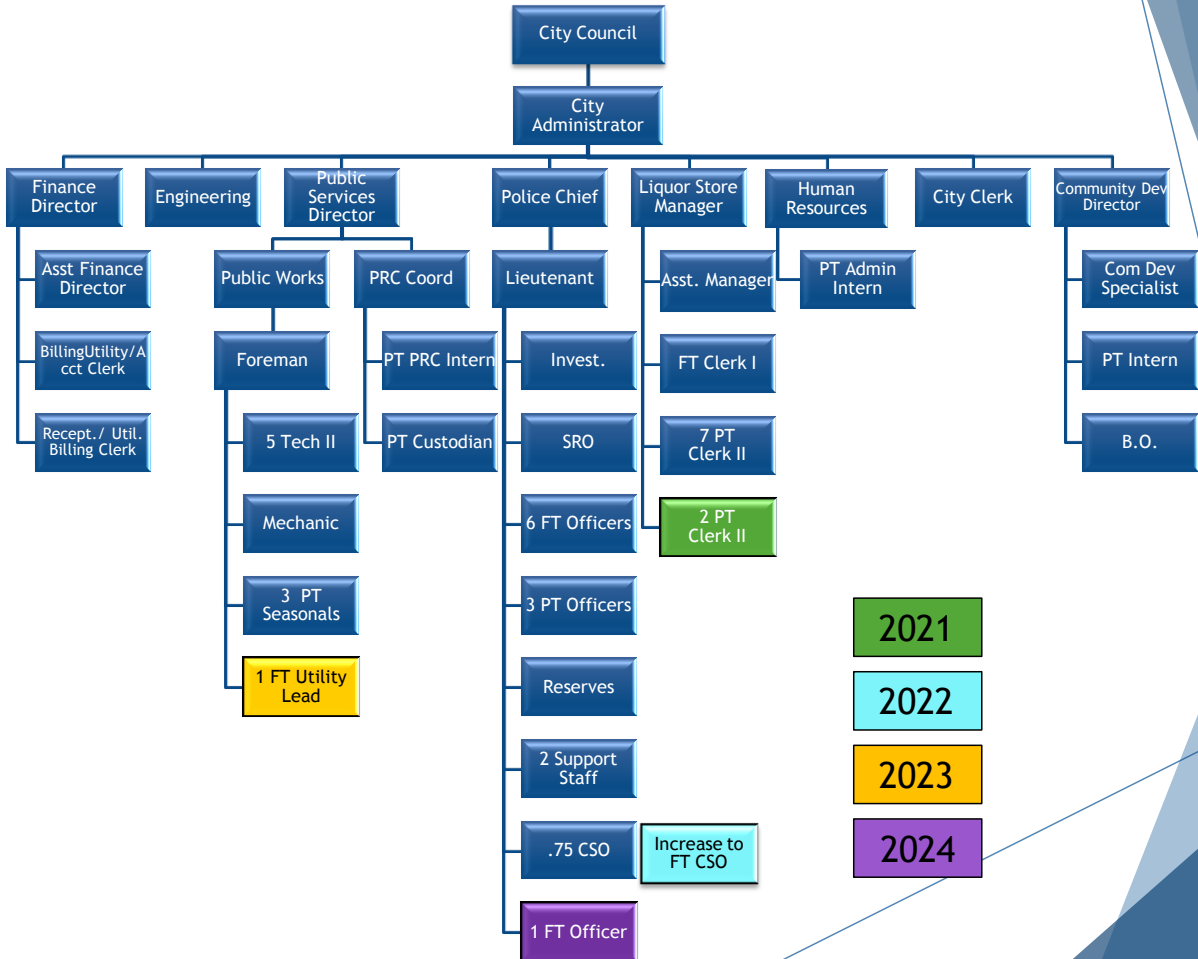
### 2021 Isanti City Council Goals

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- Community Involvement - Holiday Lighting Display and Lighting Awards
  - This item was further discussed at Committee of the Whole and will be reviewed for community participation through donation/sponsoring. It will be further discussed for implementation in 2022.
- Lighting and Snow Making at the Sledding Hill
  - Staff will look for options for a snow making device with current 2021 funds within PRC. Lighting will be addressed when the amphitheater is discussed.
- Speed Limit Reduction
  - Staff has purchased a speed sign to monitor speeds as well as collect data for future discussions.
- Smart Irrigation Reimbursement Program
  - This item will be discussed further at 2022 budget workshop(s).
- Senior Housing
  - Council is supportive of senior/ assisted living facilities to build and grow within the City. This includes being supportive of available business incentives.
- Heritage/ East Dual Intersection
  - Staff will continue to work with the County to achieve a controlled intersection.
- Reducing Overall Budget
  - Staff will continue to bring forwards options that have the least impact on the budget and work to minimize debt.
- Business Marketing/ Acquiring Businesses
  - Staff will continue to market the City of Isanti, strive for adding new businesses and retaining the fantastic businesses that are currently here.
- City Organizational Chart
  - Council supports the organizational structure of City Staff (Exhibit B).
- New Municipal Liquor Store
  - Planning, construction and scheduled opening for November, 2021.

## 'EXHIBIT B'

### Current & Future City Organizational Chart



## City of Isanti

Gross Payroll	92,041.09
Social Security & Medicare	5,159.99
Public Employees Retirement	9,803.58
Total City Expense	<u><u>107,004.66</u></u>

Pay Date          2/19/2021

Pay Period        4 (1/31-2/13/21)

## Report Criteria:

Report type: Summary

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/21	02/17/2021	55403	1503	7-UP BOTTLING	609-20200	213.74
02/21	02/17/2021	55404	2980	AEM WORKFORCE SOLUTIONS LLC	101-20200	150.25
02/21	02/17/2021	55405	881	AKER DOORS INC	101-20200	254.90
02/21	02/17/2021	55406	598	ASPEN MILLS INC	101-20200	56.95
02/21	02/17/2021	55407	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	608.97
02/21	02/17/2021	55408	1858	ASTLEFORD INTERNATIONAL	101-20200	52.08
02/21	02/17/2021	55409	53	BELLBOY CORPORATION	609-20200	5,141.27
02/21	02/17/2021	55410	9	BERNICKS PEPSI-COLA	609-20200	1,049.62
02/21	02/17/2021	55411	368	BILLS QUALITY CLEANING	101-20200	446.00
02/21	02/17/2021	55412	157	BOYER TRUCKS	101-20200	726.66
02/21	02/17/2021	55413	2221	C & L DISTRIBUTING	609-20200	505.50
02/21	02/17/2021	55414	1985	CIVIC SYSTEMS, LLC	101-20200	1,277.00
02/21	02/17/2021	55415	1472	CRAWFORDS EQUIPMENT INC	101-20200	55.36
02/21	02/17/2021	55416	8	DAHLHEIMER DISTRIBUTING CO	609-20200	12,738.48
02/21	02/17/2021	55417	55	ECM PUBLISHERS INC	609-20200	163.25
02/21	02/17/2021	55418	2028	FURTHER	101-20200	58.00
02/21	02/17/2021	55419	2761	GRATITUDE FARMS	101-20200	250.00
02/21	02/17/2021	55420	739	HACH COMPANY	601-20200	779.83
02/21	02/17/2021	55421	663	INITIATIVE FOUNDATION	108-20200	825.00
02/21	02/17/2021	55422	2890	INTL ASSOC OF CHIEFS OF POLICE	101-20200	190.00
02/21	02/17/2021	55423	7	JOHNSON BROTHERS LIQUOR CO	609-20200	7,595.67
02/21	02/17/2021	55424	5	KAWALEK TRUCKING	609-20200	211.60
02/21	02/17/2021	55425	3024	LITECO INC	920-20200	8,450.00
02/21	02/17/2021	55426	17	MCDONALD DISTRIBUTING CO	609-20200	9,651.60
02/21	02/17/2021	55427	1536	MINNESOTA DEED	219-20200	833.33
02/21	02/17/2021	55428	176	MN DEPT OF REVENUE	101-20200	27,790.00
02/21	02/17/2021	55429	1845	MN DEPT OF TRANSPORTATION	425-20200	351.67
02/21	02/17/2021	55430	2842	MN PEIP	861-20200	27,433.74
02/21	02/17/2021	55431	2992	NEXTERA COMMUNICATIONS	108-20200	264.43
02/21	02/17/2021	55432	2553	O'REILLY	101-20200	25.14
02/21	02/17/2021	55433	617	PAUSTIS & SONS	609-20200	953.33
02/21	02/17/2021	55434	44	PHILLIPS WINE & SPIRITS INC	609-20200	6,851.40
02/21	02/17/2021	55435	2341	RED BULL DISTRIBUTION	609-20200	231.80
02/21	02/17/2021	55436	1113	RJM DISTRIBUTING INC	609-20200	259.80
02/21	02/17/2021	55437	2554	SPECIALTY SOLUTIONS	101-20200	1,469.76
02/21	02/17/2021	55438	1878	TOWMASTER	101-20200	144.65
02/21	02/17/2021	55439	2027	US INTERNET	603-20200	57.80
02/21	02/17/2021	55440	42	VIKING COCA-COLA BOTTLING CO	609-20200	275.82
02/21	02/17/2021	55441	4	WATSON CO INC	609-20200	2,229.14
Grand Totals:						120,623.54



## Report Criteria:

Report type: Summary

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/21	02/24/2021	55445	3020	ADAMS PEST CONTROL, INC.	101-20200	199.00
02/21	02/24/2021	55446	3025	ALI, SHUKRI	601-20200	23.95
02/21	02/24/2021	55447	53	BELLBOY CORPORATION	609-20200	5,253.24
02/21	02/24/2021	55448	9	BERNICKS PEPSI-COLA	609-20200	881.72
02/21	02/24/2021	55449	1500	BOLTON & MENK INC	609-20200	25,089.50
02/21	02/24/2021	55450	2319	BREAKTHRU BEVERAGE	609-20200	6,003.91
02/21	02/24/2021	55451	2321	C EMERY NELSON INC	602-20200	1,084.46
02/21	02/24/2021	55452	2487	CAPITOL BEVERAGE SALES	609-20200	460.50
02/21	02/24/2021	55453	1815	CENTURYLINK	609-20200	573.07
02/21	02/24/2021	55454	120	CONNEXUS ENERGY	101-20200	18,391.89
02/21	02/24/2021	55455	918	CRYSTAL SPRINGS ICE	609-20200	51.84
02/21	02/24/2021	55456	8	DAHLHEIMER DISTRIBUTING CO	609-20200	1,268.37
02/21	02/24/2021	55457	2720	DEFIANT DISTRIBUTORS	609-20200	444.25
02/21	02/24/2021	55458	1941	DELTA DENTAL	861-20200	3,179.65
02/21	02/24/2021	55459	2478	EAST CENTRAL ENERGY	101-20200	43.85
02/21	02/24/2021	55460	2933	FALCON NATIONAL BANK	101-20200	2,283.18
02/21	02/24/2021	55461	1682	FERGUSON WATERWORKS	602-20200	63.18
02/21	02/24/2021	55462	1535	GAU, ADAM	101-20200	100.00
02/21	02/24/2021	55463	1400	GENERAL CODE LLC	101-20200	1,044.00
02/21	02/24/2021	55464	921	GRANITE ELECTRONICS INC	101-20200	605.70
02/21	02/24/2021	55465	114	ISANTI COUNTY RECORDER	505-20200	138.00
02/21	02/24/2021	55466	107	ISANTI COUNTY TREASURER	101-20200	3,833.68
02/21	02/24/2021	55467	1563	ISANTI ELECTRIC INC	101-20200	174.59
02/21	02/24/2021	55468	7	JOHNSON BROTHERS LIQUOR CO	609-20200	7,886.92
02/21	02/24/2021	55469	5	KAWALEK TRUCKING	609-20200	234.40
02/21	02/24/2021	55470	17	MCDONALD DISTRIBUTING CO	609-20200	6,017.20
02/21	02/24/2021	55471	2208	MINNESOTA EQUIPMENT INC	101-20200	89.30
02/21	02/24/2021	55472	2080	MVTL LABORATORIES INC	602-20200	166.77
02/21	02/24/2021	55473	125	PERA	101-20200	2,859.44
02/21	02/24/2021	55474	44	PHILLIPS WINE & SPIRITS INC	609-20200	2,038.00
02/21	02/24/2021	55475	2551	POLLARD WATER	602-20200	638.66
02/21	02/24/2021	55476	2827	RATWIK, ROSZAK & MALONEY, P.A.	609-20200	2,704.38
02/21	02/24/2021	55477	2473	RITWAY BUSINESS FORMS	609-20200	295.12
02/21	02/24/2021	55478	1442	ST. LOUIS MRO INC	101-20200	45.00
02/21	02/24/2021	55479	1361	STAPLES ADVANTAGE	603-20200	182.91
02/21	02/24/2021	55480	890	T & S TROPHIES	108-20200	1,694.50
02/21	02/24/2021	55481	1286	VINOCOPIA INC	609-20200	239.50
02/21	02/24/2021	55482	4	WATSON CO INC	609-20200	1,328.95
02/21	02/24/2021	55483	2067	ZABINSKI BUSINESS	609-20200	252.33
Grand Totals:						97,864.91



## Memo for Council

**To:** Mayor Johnson and Members of the City Council  
**From:** Josi Wood, City Administrator  
**Date:** March 2, 2021  
**Subject:** Resolution Adopting Public Use of Chambers Conference Room Policy

---

Occasionally staff get contacted in regards to renting out space for gatherings, meetings and other miscellaneous purposes. It has been determined an updated Municipal Conference Room Policy was necessary, as Resolution 2008-012 was outdated.

Staff has included additional language including requirements for damage deposit and updated tobacco use to the policy.

The policy draft was reviewed by Committee of the Whole and was recommended for approval.

**Request:**

Staff is requesting discussion on this item.

**Attachment:**

- Resolution 2021-XXX Adopting Public Use of Municipal Conference Rooms Policy

**RESOLUTION 2021 – XXX**

**ADOPTING PUBLIC USE OF COUNCIL CHAMBERS POLICY**

**WHEREAS**, the City of Isanti finds it is in the best interest for the public to have a facility available to conduct public business; and,

**WHEREAS**, the City Council recognizes that a policy is necessary to promote orderly and appropriate use of this public facility space; and,

**WHEREAS**, this resolution revised and supersedes resolution 2008-012;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to adopt the policy that provides for the public use of the Council Chambers and procedures thereof that is hereby attached as ‘Exhibit A’ and made a part of this resolution.

This resolution was duly adopted by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

---

Mayor Jeff Johnson

Attest:

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Jaden Strand  
City Clerk

**'Exhibit A'**

**CITY OF ISANTI**

**PUBLIC USE OF COUNCIL CHAMBERS MEETING ROOM  
-POLICY AND PROCEDURES-**

**PURPOSE**

The intent of this policy is to provide regulation on the use of the City Hall Chambers meeting room for public meeting purposes. Use of the room must largely consist of Isanti residents or whose purpose is to provide services to Isanti residents.

The City Hall Chamber's room cannot be used for commercial or political enterprise, religious organizations conducting activities, or any profit-making endeavors.

**ROOM RESERVATION**

City Council, official City Boards and Commissions, or other organizations whose meetings are conducted on behalf of the City will have priority use of the Chambers meeting room

Please note the City reserves the right to cancel/ deny any and all reservations without providing any other accommodations in the event the Chambers meeting room is needed for municipal government purposes. In the event of a change in availability, staff will make every effort to accommodate the organization by scheduling a different time or facility.

The City Hall Chambers room is available for meeting reservations Monday through Friday from 8:00 a.m. – 4:30 p.m. and not available on weekends or Holidays. The cost for reservations is of no charge. A \$100 refundable damage deposit will be required when making a reservation.

Requests for Chamber reservations must be made in writing and received at least one (1) or more days prior to the meeting. The reservation is not confirmed unless a confirmation is received from the City Administrator or City Clerk. Scheduling of room reservations will be on a first-come first-serve basis. Staff can assist with the setup of City equipment in the Council Chambers if approved by the City Administrator.

**Council Chambers**

*Max Capacity:* 111 people

## **COUNCIL CHAMBERS MEETING ROOM RULES AND REGULATIONS**

- A. The City of Isanti observes and supports the Minnesota Clean Indoor Air Act. All City buildings, are designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) and form of “vaping” with e-cigarettes (without regard to the presence of nicotine) is prohibited while inside City Hall.
- B. The use of intoxicating liquor and non-intoxicating malt liquor beverages are prohibited.
- C. The City assumes no liability for loss, damage, injury or illness incurred by the users of the facility.
- D. Noise must be controlled to a limited area. Children must be under the direct supervision of an adult at all times.
- E. Signs may not be pinned, taped, or otherwise affixed to the walls, ceiling or windows.
- F. Approval from City Administrator is required for permitted use of food or drink in Council Chambers.
- G. Approval from City Administrator is required for use of City's equipment. Staff will assist with the setup of City's equipment in the Council Chambers if granted permission.
- H. The person/organization reserving the room is responsible for disposing of any garbage from the meeting and leaving the space in a clean and orderly fashion which may include vacuuming. If the room/surrounding area is left in uncleaned or in disarray, or damage occurs during use, the person/organization reserving the room can and will be held responsible for damages and will lose the privilege to use the meeting rooms. Costs incurred from any damage will be deducted from the damage deposit.
- I. Chamber’s room may be rearranged, but must be returned to original layout after use.
- J. All persons/organizations must comply with the room reservations hours of 8:00 a.m. to 4:30 p.m. Meetings outside of these hours must be approved by City Council.



## Request for City Council Action- MEMO

**To:** Mayor Johnson and Members of City Council  
**From:** Jaden Strand, City Clerk  
**Date:** March 2, 2021  
**Subject:** Cleaning Services- Request for Proposals

---

**Background:**

The City's contract with its current cleaning service provider is expiring; to make sure the City is getting the best cost for services it is recommended to go out for proposals for cleaning services. Staff has prepared a request for proposals (RFP) for this service that outlines needs and specifications.

**Request:**

- Staff is requesting City Council action on this item.

**Attachment:**

- RFP for Cleaning Services



**CITY OF ISANTI**

**REQUEST FOR PROPOSALS**

**CLEANING SERVICES**

***Proposals Due: April 9<sup>th</sup>, 2021 at 4:30 p.m.***

## **I. INTRODUCTION**

This request has been prepared by the City of Isanti to retain cleaning services from a qualified business. The awarded vendor is subject to a background investigation. Cleaning must take place in the evening after hours or on weekends.

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

## **II. INSTRUCTIONS FOR PROPOSERS**

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

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

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

- B. **All proposals must be received no later than 4:30 pm on April 9<sup>th</sup>, 2021.** Any vendors submitting proposals after the date and time listed above are not guaranteed consideration. Proposals submitted should be clearly labelled "Proposal for Cleaning Services".

## **III. SCOPE OF WORK:**

Specifications for Cleaning Services for Isanti Municipal Facilities is as follows:

### **1) City Hall – 110 1<sup>st</sup> Avenue NW**

#### **Weekly:**

- Clean, sweep and wet mop all floors, corners, baseboards in all areas. (Offices, council chambers, entrances, lunch room and bathrooms.)
- Empty all trash and garbage containers into the trash container/ dumpster and replace with new trash bag.
- Empty all recycling containers into the recycling container.
- Clean and wipe down all surfaces and areas. (Lobby, offices, meeting rooms, council chambers and chairs.)
- Vacuum all carpet areas.
- Dust all counter tops and open desk tops including council chambers, windowsills, file cabinets and baseboards.
- Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall and wipe down all restroom stalls).
- Clean Lunch Room. (Wipe down sink, counters and other areas.)



**Monthly:**

- Clean and wipe down glass of interior and exterior North and South entrance glass doors.
- Clean and wipe down glass of display windows and doors in Lobby.
- Clean and wipe down glass at front desk.
- Remove spider webs as needed.
- Dust window blinds in offices, meeting rooms and council chambers.

**Semi-Annually: Spring and Fall or more as needed:**

- Clean and wipe down interior and exterior lower level windows and all doors.
- Clean and wipe down interior and exterior 2<sup>nd</sup> story windows.

**2) Police Station – 401 1<sup>st</sup> Avenue North**

**Weekly:**

- Clean, sweep and wet mop all floors, corners, baseboards in all areas. (Offices, entrances and lunch room.)
- Empty all trash and garbage containers into the trash container/ dumpster and replace with new trash bag.
- Empty all recycling containers into the recycling container.
- Clean and wipe down all surfaces and areas. (Lobby, offices and chairs.)
- Vacuum all carpet areas.
- Dust all counter tops and open desk tops including windowsills, file cabinets and baseboards.
- Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall, wipe down all restroom stalls).
- Clean Lunch Room. (Wipe down sink, counters and other areas.)

**Monthly:**

- Clean and wipe down interior and exterior entrance doors.
- Remove spider webs.

**Semi-Annually: Spring and Fall:**

- Clean and wipe down interior and exterior windows.

Police Station windows include all windows in the offices of the Police Department and lunchroom.

**3) Municipal Liquor Store – 400 W Dual Blvd. (Anticipated until November 30<sup>th</sup>, 2021)**

**Weekly:**

- Clean, sweep and wet mop all floors, corners, baseboards in all areas including entrances and lunch room.

- Empty all trash and garbage containers into the trash container/ dumpster and replace with new trash bag.
- Empty all recycling containers into the recycling container.
- Wipe down all surfaces and areas. (Lobby, offices and chairs.)
- Dust all counter tops including windowsills, file cabinets and baseboards.
- Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall, wipe down all restroom stalls).

**Monthly:**

- Clean and wipe down front entryway and interior glass doors.
- Clean and wipe down front windows in entryway.
- Remove spider webs as needed.

**Semi-Annually: Spring and Fall:**

- Clean and wipe down exterior windows.

**Quarterly:**

- Strip and wax floor.

**NEW Municipal Liquor Store – 10 6<sup>th</sup> Ave SE** (Anticipated beginning December 1<sup>st</sup>, 2021)

**Weekly:**

- Clean, sweep and wet mop all floors, corners, baseboards in all areas.
- Empty all trash and garbage containers into the trash container/ dumpster and replace with new trash bag.
- Empty all recycling containers into the recycling container.
- Clean and wipe down all surfaces and areas. (Lobby, offices and chairs.)
- Dust all counter tops including windowsills, file cabinets and baseboards.
- Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall, wipe down all restroom stalls).

**Monthly:**

- Clean and wipe down front entryway and interior glass doors.
- Clean and wipe down front windows in entryway.
- Remove spider webs.

**Semi-Annually: Spring and Fall:**

- Clean and wipe down exterior windows.

**4) Community Center – 208.5 1<sup>st</sup> Avenue NW**

**Semi-Annually: Spring and Fall:**

- Clean and wipe down interior and exterior windows.
- Strip and wax kitchen and walkway.

Days for stripping and waxing floor of the Community Center shall be coordinated with the Parks, Recreation and Events Coordinator and/or designee.

**IV. PROPOSAL EVALUATION AND CONTRACT AWARD**

- A. The City intends to award a contract to the proposer(s) evaluated to be best qualified to perform the work for the City, cost and other factors considered.
- B. The City shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal or final contract negotiations.
- C. The City of Isanti reserves the right to reject any and all proposals or to request additional information from any or all proposers.
- D. It is anticipated that the City will establish a contract with a selected business for a two (2) year term. A contract for this term will be prepared and entered into with the successful proposer.

**V. TERM OF CONTRACT AND INSURANCE:**

The Contract Term shall be two (2) years; from May 1<sup>st</sup>, 2021 to April 31, 2023. A Certificate of Insurance shall be required naming the City of Isanti as an Additional Insured.



## CITY OF ISANTI REQUEST FOR PROPOSAL CLEANING SERVICES QUOTE WORKSHEET

I (we) submit the following quote for cleaning services for the City of Isanti. All categories must be completed to be considered in the award of the quote per the attached specifications:

CITY HALL	
Description	Frequency
Clean, sweep and wet mop all floors, corners, baseboards in all areas. (Offices, council chambers, entrances, lunch room and bathrooms.)	Weekly
Empty all trash and garbage containers into the trash container/ dumpster and replace with new trash bag.	Weekly
Empty all recycling containers into the recycling container.	Weekly
Clean and wipe down all surfaces and areas. (Lobby, offices, meeting rooms, council chambers and chairs.)	Weekly
Vacuum all carpet areas.	Weekly
Dust all counter tops and open desk tops including council chambers, windowsills, file cabinets and baseboards.	Weekly
Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall and wipe down all restroom stalls.)	Weekly
Clean Lunch Room. (Wipe down sink, counters and other areas.)	Weekly
Clean and wipe down glass of interior and exterior North and South entrance doors.	First Week of the Month
Clean and wipe down glass of display windows and doors in Lobby.	First Week of the Month
Clean and wipe down glass at front desk.	First Week of the Month
Remove spider webs.	First Week of the Month
Dust window blinds in offices, meeting rooms and council chambers.	First Week of the Month
Clean and wipe down interior and exterior 2 <sup>nd</sup> story windows.	Semi-Annually: Spring and Fall
Clean and wipe down interior and exterior lower level windows and all doors.	Semi-Annually: Spring and Fall

Fee for weekly service: \_\_\_\_\_

Fee for monthly service: \_\_\_\_\_

Fee for semi-annual service: \_\_\_\_\_

<b>POLICE DEPARTMENT</b>	
<b>Description</b>	<b>Frequency</b>
Clean, sweep and wet mop all floors, corners, baseboards in all areas. (Offices, entrances and lunch room.)	Weekly
Empty all trash and garbage containers into the trash container/dumpster and replace with new trash bag.	Weekly
Empty all recycling containers into the recycling container.	Weekly
Clean and wipe down all surfaces and areas. (Lobby, offices and chairs.)	Weekly
Vacuum all carpet areas.	Weekly
Dust all counter tops and open desk tops including windowsills, file cabinets and baseboards.	Weekly
Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall and wipe down all restroom stalls.)	Weekly
Clean Lunch Room. (Wipe down sink, counters and other areas.	Weekly
Clean and wipe down interior and exterior entrance doors.	First Week of each Month
Remove spider webs.	First Week of each Month
Clean and wipe down interior and exterior windows.	Semi-Annually: Spring and Fall

Fee for weekly service: \_\_\_\_\_

Fee for monthly service: \_\_\_\_\_

Fee for semi-annual service: \_\_\_\_\_

<b>MUNICIPAL LIQUOR STORE</b>	
<b>Description</b>	<b>Frequency</b>
Clean, sweep and wet mop all floors, corners, baseboards in all areas including entrances and lunch room.	Weekly
Empty all trash and garbage containers into the trash container/dumpster and replace with new trash bag.	Weekly

Empty all recycling containers into the recycling container.	Weekly
Clean and wipe down all surfaces and areas. (Lobby, office and chairs.)	Weekly
Dust all counter tops including windowsills, file cabinets and baseboards.	Weekly
Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall and wipe down all restroom stalls.)	Weekly
Clean and wipe down front entryway and interior glass doors.	First Week of each Month
Clean and wipe down front windows in entryway.	First Week of each Month
Remove spider webs.	First Week of each Month
Clean and wipe down exterior windows.	Semi-Annually: Spring and Fall
Strip and Wax Floor	Quarterly

Fee for weekly service: \_\_\_\_\_ Fee for monthly service: \_\_\_\_\_

Fee for semi-annual service: \_\_\_\_\_ Fee for quarterly service: \_\_\_\_\_

<b>NEW MUNICIPAL LIQUOR STORE</b>	
<b>Description</b>	<b>Frequency</b>
Clean, sweep and wet mop all floors, corners and baseboards in all areas.	Weekly
Empty all trash and garbage containers into the trash container/dumpster and replace with new trash bag.	Weekly
Empty all recycling containers into the recycling container.	Weekly
Clean and wipe down all surfaces and areas.	Weekly
Dust all counter tops including windowsills and baseboards.	Weekly
Clean Restrooms. (Wipe down stools, urinals, sinks, mirrors, replace deodorant blocks in urinals as needed, refill soap dispenser, refill towel dispenser, refill toilet paper dispensers and supply one additional roll in each stall and wipe down all restroom stalls.)	Weekly

Clean and wipe down front entryway and interior glass doors.	First Week of each Month
Clean and wipe down front windows in entryway.	First Week of each Month
Remove spider webs.	First Week of each Month
Clean and wipe down exterior windows.	Semi-Annually: Spring and Fall

Fee for weekly service: \_\_\_\_\_ Fee for monthly service: \_\_\_\_\_

Fee for semi-annual service: \_\_\_\_\_

COMMUNITY CENTER	
Description	Frequency
Clean and wipe down interior and exterior windows.	Semi-Annually: Spring and Fall
Strip and wax kitchen and walkway.	Semi-Annually: Spring and Fall

Fee for semi-annual service: \_\_\_\_\_

Please indicate which day of the week cleaning services will occur: (Cleaning must take place in the evening after hours or on weekends.) \_\_\_\_\_

You may attach any additional information to this worksheet to provide quotes for the cleaning services.

**Proposal submitted by: (Please Print)**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State Zip code

\_\_\_\_\_  
Contact Person/Person Submitting Proposal

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature of Person Submitting Proposal

\_\_\_\_\_  
Date

**CITY OF ISANTI**  
**REQUEST FOR PROPOSALS FOR CLEANING SERVICES**

The City of Isanti is accepting proposals for a two (2) year contract for cleaning services for City facilities. Specifications are available upon request from the City Clerk's Office at Isanti City Hall or online at [www.cityofisanti.us](http://www.cityofisanti.us). The City Council reserves the authority to waive irregularities, accept or reject any/or all proposals, and award in the best interest of the City. Proposals can be submitted via email to [JStrand@cityofisanti.us](mailto:JStrand@cityofisanti.us) or addressed to Jaden Strand at 110 - 1<sup>st</sup> Avenue NW, PO Box 428, Isanti MN 55040. All proposals submitted must be clearly marked as "Proposal for Cleaning Services" and will be accepted until 4:30 p.m. on April 9<sup>th</sup>, 2021.

Jaden Strand  
City Clerk

Publish on:  
Posted on:





## Request for City Council Action

**To:** Mayor Johnson and Members City Council  
**From:** John Jacobi, Liquor Store Manager  
**Date:** March 2, 2021  
**Subject:** Consider Resolution Approving Card Connect Payment Services Proposal for Credit Card Processing Services

---

### **Background:**

On February 16<sup>th</sup> COW meeting options were presented regarding a change in processing credit cards (currently Heartland) switching to Card Connect. Saving the City anywhere between \$248.67 per month to approximately \$2,984.04 per year.

### **Fees break down as follows:**

- Interchange fees paid to Visa/MasterCard/AmEx would remain unchanged as they are the same with both processors.
- Processing Fees would be 0.15% and .04 per transaction with Card Connect.
- The main difference is the elimination of PCI compliance fees of \$125 and add on fees totaling an average of \$123.67 (or \$248.67) per month.
- Card Connect will also guarantee not to raise rates based on volume changes but will lower rates if volume increases to a sufficient predetermined threshold.
- Card Connect will swap out our current terminals for new ones at \$450 each.
- Add two stand-alone terminals that work on standard phone line or internet wi-fi at \$185 each.
- Using one terminal to process online orders before opening the new liquor store.
- No setup fees from new credit card processor and no cancellation fee.

### **Request:**

Staff is requesting City Council action on this item

### **Attachments:**

- Resolution 2021-XXX Approving Card Connect Payment Services Proposal for Credit Card Processing Services
- Proposal

**RESOLUTION 2021-XXX**

**APPROVING CARD CONNECT PAYMENT SERVICES PROPOSAL FOR CREDIT  
CARD PROCESSING SERVICES**

**WHEREAS**, the current credit card processing service provider for the City of Isanti Municipal Liquor Store can no longer meet the needs of the City; and,

**WHEREAS**, Card Connect Payment Services has submitted a satisfactory proposal; and,

**WHEREAS**, Funding is identified within fund 609-49750-438 in the current budget;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota hereby accepts Card Connect Payment Services' proposal for credit card processing services and authorizes City staff to enter into an agreement with Card Connect Payment Services.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of March 2021.

Attest:

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

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

## Isanti Liquor - Credit Card Processing Proposal

2 Lane 3000 card readers - \$450.00 each

Or

2 Lane 5000 card readers - \$550.00 each – Touch Screen

2 standalone terminals (work on phone or internet) - \$185.00 each

No setup fees from credit card processor

No cancellation fee

Savings if average of \$248.67 = \$2984.04 for year.\*

\*(smaller months – smaller savings - larger volume months such as summer or December – larger savings for the month)

PCI Compliance – I can do for you after you install.

If it does not get done – you would pay \$29.95 per month vs \$125.00 per month you would pay with current company.

Marilyn Snyder  
Card Connect  
218-371-0133