

**AGENDA  
CITY OF ISANTI  
CITY COUNCIL MEETING  
TUESDAY, APRIL 2, 2019 – 7:00 P.M.  
CITY HALL**

**I. Citizens Input**

**II. Agenda**

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

**E. Proclamations/Commendations/Certificate Awards**

- 1. Week of the Young Child – April 8 through April 12, 2019

**F. Approve City Council Minutes**

- 1. March 19, 2019 -Regular Meeting of the City Council
- 2. March 19, 2019- Committee of the Whole Meeting
- 3. March 19, 2019- Planning Commission Meeting
- 4. February 26, 2019- Parks, Recreation, and Culture Board Meeting

**G. Announcements**

- |   |   |
|---|---|
| 1. Open House Regarding the 2019 RCUT Intersection Improvement- TH 65/ Cajima St NE | Tuesday, April 2, 2019 at 5:30 p.m.- 6:30 p.m.                              |
| 2. Committee of the Whole   | Tuesday, April 16, 2019 at 5:00 p.m.  |
| 3. City Council Meeting   | Tuesday, April 16, 2019 at 7:00 p.m.  |
| 4. Planning Commission Meeting  | Tuesday, April 16, 2019<br>(Immediately following the City Council Meeting) |
| 5. Park, Recreation, & Culture Board Meeting  | Tuesday, April 23, 2019 at 6:00 p.m.  |

**H. Council Committee Reports**

**I. Public Hearings**

**J. Business Items**

- 1. Fire Chief Al Jankovich Annual Update (*Jeff Johnson*)
- 2. Dahlin Street Discussion Continued (*Jeff Johnson*)
- 3. Lexipol Discussion Continued (*Jeff Johnson*)
- 4. Policy for Video Recording City Council Meetings Discussion Continued (*Jeff Johnson*)

**City Administrator Josi Wood**

- 5. Resolution 2019-XXX Approving a Special Event Permit Application for the Walk for Life Event

**K. Approve Consent Agenda**

1. Consider Accounts Payable in the Amount of \$382,068.90, Payroll in the Amount of \$103,923.83 and First Quarter Payroll for Council/ Boards/ Commissions in the Amount of \$10,866.48
2. Resolution 2019-XXX Designating Polling Places for Annexed Properties
3. Resolution 2019-XXX Resolution to Declare Certain Property as Surplus and Authorize its Sale by Public Auction
4. Resolution 2019-XXX Authorizing Engineering Proposal for Annex Service Feasibility Study
5. Resolution 2019-XXX Personnel Policy Change Compensatory Time for Exempt Staff
6. Resolution 2019-XXX Approving City Social Media Facebook Pages
7. Resolution 2019-XXX Awarding Quote for Outsourcing the Mowing of Nuisance Weed/Grass Abatement Lots
8. Resolution 2019-XXX Authorizing Mayor Jeff Johnson to Attend League of MN Conference
9. Resolution 2019-XXX Offering Position of Community Development Director
10. Resolution 2019-XXX Approving the Development Agreement for Heritage Estates Subdivision
11. Resolution 2019-XXX Approving Amendment to the 2019 Budget

**L. Other Communications**

1. Draft Minutes from the March 26, 2019 Parks, Recreation, and Culture Board Meeting

**Adjournment**

<b>Proclamation by Mayor Jeff Johnson</b>
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***Week of the Young Child™***

**Whereas**, many local organizations in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 8<sup>th</sup> - April 12<sup>th</sup>; and,

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

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

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

I, Jeff Johnson, Mayor of the City of Isanti do hereby proclaim April 8<sup>th</sup> - April 12<sup>th</sup>, 2019 as the Week of the Young Child™ and encourage all citizens to work to make a good investment in early childhood in Isanti, MN.

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**Mayor Jeff Johnson**

**MINUTES  
CITY OF ISANTI  
CITY COUNCIL MEETING  
TUESDAY, MARCH 19, 2019 – 7:00 P.M.  
CITY HALL**

**F.1.**

**II. Agenda**

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

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Paul Bergley, Ross Lorinser, Steve Lundeen and Dan Collison

Members Absent: None

Staff Present: City Administrator Josi Wood, Assistant City Administrator/ Special Projects Don Lorsung, Human Resources/ City Clerk Katie Brooks, City Attorney Clark Joslin, Finance Director Mike Betker, Assistant City Engineer Jason Cook, Lieutenant Travis Muiers, Police Officer Adam Gau and Contracted City Planner Ryan Kernosky

Others Present: Rodrick Barrows, George Hemen, Elizabeth Anderson, Dan Pieper, Mark Reller, Jill Reller, Julie Birkholz, Ordeen Splittstoser, Joe Locy and Phyllis Harmon

**A. Adopt Agenda**

Addendum:

Add J.9 Resolution 2019-082 Authorizing the Purchase of Squad Camera and Body Camera Equipment  
Motion by Lorinser, second by Lundeen to approve the agenda modifications listed above. Motion passed 5-0. Motion carried.

**B. Proclamations/Commendations/Certificate Awards**

None

**F. Approve City Council Minutes**

1. March 5, 2019 - Regular Meeting of the City Council
2. March 5, 2019- Economic Development Authority Meeting
3. March 5, 2019- Open Minutes for Closed Session 1
4. March 5, 2019- Open Minutes for Closed Session 2

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

**G. Announcements**

1. Park, Recreation, & Culture Board Meeting
2. City Council Meeting
3. EDA Meeting

Tuesday, March 26, 2019 at 6:00 p.m.

Tuesday, April 2, 2019 at 7:00 p.m.

Tuesday, April 2, 2019

*(Immediately following the City Council Meeting)*

## **H. Council Committee Reports**

Councilmember Lorinser shared that he had received a call from a resident that had a fire and received a bill from the Fire District. City Council further discussed this matter.

## **I. Public Hearings**

None

## **J. Business Items**

### **1. Lexipol Discussion (*Jeff Johnson*)**

Lieutenant Muyres shared that Lexipol is a service that provides policy procedure that is updated. He further shared that it is a policy manual as a whole with daily training for every policy. Councilmember Lorinser questioned Lieutenant Muyres on his opinion of Lexipol. Lieutenant Muyres stated he has worked under Lexipol and it is slightly time consuming but it gives officers the guidelines of what should and should not be done. Councilmember Lorinser stated he works under Lexipol in his personal career and it is to protect the administration and not the officers and that it is very clear in their guidelines that it is to protect the administration from lawsuits. Councilmember Lorinser further suggested poling officers individually to see if Lexipol is something they would want.

Motion by Mayor Johnson to table discussion and bring back to a future City Council meeting for further review, seconded by Bergley.

### **2. Parking on West Side of Dahlin Avenue NE (*Jeff Johnson*)**

Mayor Johnson shared that he has had a numerous number of phone calls in regards to Dahlin street that if a snow plow, fire truck, ambulance, etc. tries to get through it is difficult because people are parking on both sides of the street. Mayor Johnson further shared that this location is by Federated Co-Op and Rendezvous Coffee shop. Mayor Johnson suggested no parking on Federated Co-Ops side of the road. Councilmember Bergley questioned if this pertained just to Winter months. Mayor Johnson stated he would like to see it year-round because he is still worried about the fire truck needing to pass through.

Motion to table to further review impact with nearby businesses.

### **3. Resolution 2019-076 Continued Discussion of Employee Options**

Motion by Mayor Johnson to allow Labor Attorney Susan Hansen to continue to discuss and negotiate employee options with employee's attorney, second by Bergley. Councilmember Lorinser questioned what Chief Hill has been doing since he has been reinstated. City Administrator Josi Wood stated that Gene Hill is on paid administrative leave at this time as it was not concluded as to what Gene Hill was demoted to. Motion passed 5-0. Motion carried.

## **City Administrator Josi Wood**

### **4. Resolution 2019-077 Approving Revision to Rum River BMX Association Temporary Vendor Policy**

City Administrator Josi Wood shared that this is an annual review and the Rum River BMX Association would like to add in additional language into their temporary vendor policy of adding 8 days in a calendar year.

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

### **5. Resolution 2019-078 Revising the City of Isanti Rain Garden Incentive Program Policy**

City Administrator shared that this is an awesome incentive program and that to make it less restrictive revisions have been made to include property owners not just residents because it has been recognized that there may be businesses that may also want to partake in the great opportunity. Wood further shared that it

has also been provided project assessment to help staff aid business owners who want more information about getting involved with this incentive program.

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

**6. Resolution 2019- 079 Discontinuing Interim Chief**

City Administrator Josi Wood shared Lieutenant Muyres has within his job description acting Chief in his/her absence. At this time staff has recommended to discontinue interim Chief duties with Officer Dusten Noreen and appoint Lieutenant Muyres as acting chief as it is lined out in his job description. City Council applauded Dusten Noreen for the time he did under a difficult situation.

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

**Assistant City Engineer Jason Cook**

**7. Resolution 2019-080 Storm System Maintenance Award Recommendation**

Assistant City Engineer Jason Cook shared that this is a rebid of the previous two years of a Storm Maintenance along with the 2019 work. Jason Cook further shared that it is the three years grouped together and was bided earlier in the season than in the past. Jason Cook stated that only two bids were received. However, they are favorable with the lowest bid \$72,000 below budget with staff recommendation of awarding the project to Dirtworks, Inc in the amount of \$216,094.00.

Motion by Bergley, second by Lorinser to approve resolution as presented. Motion passed 5-0. Motion carried.

**8. Resolution 2019-081 Pavement Management Project Award Recommendation**

Assistant City Engineer Jason Cook shared that this is for the program 2019 Pavement Maintenance work that is part of the Capital Improvement Plan where two bids were received with the low bid being over \$25,000 below budget with staff recommendation to award the project to AZTECH Corp in the amount of \$221,862.86. Motion by Lundeen, second by Lorinser to approve resolution as presented. Motion passed 5-0. Motion carried.

**9. Resolution 2019-082 Authorizing the Purchase of Squad Camera and Body Camera Equipment**

City Administrator Josi Wood shared that this is for the squad camera and body camera equipment update. Wood continued to share that this item was discussed at Committee of the Whole meeting prior to City Council meeting. The funding for this would be funding 920 with the amount not to exceed \$65,000 total.

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

**K. Approve Consent Agenda**

1. Consider Accounts Payable in the Amount of \$111,853.40, Payroll in the Amount of \$ 105,371.39
2. Resolution 2019-083 Approving Exempt Gambling Permit for Cambridge-Isanti Rotary Club
3. Resolution 2019-084 Approving Exempt Gambling Permit for Isanti Rodeo Association
4. Resolution 2019-085 Approving Temporary Liquor License for Isanti Lions Club
5. Resolution 2019-086 Approving Resignation of Park, Rec and Culture Manager Katie Everett
6. Resolution 2019-087 Approving of Conditional Offer for Full Time Police Officer Jeremy Welfring
7. Resolution 2019-088 Awarding Fire Extinguisher Services
8. Resolution 2019-089 Approving Use of Isanti Community Garden by Isanti County Master Gardeners
9. Resolution 2019-090 Approving 6<sup>th</sup> Annual MMBA Animal Drive
10. Resolution 2019-091 Extending Dell Server Support Warranty
11. Resolution 2019-092 Background Investigator Services

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

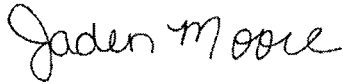
**L. Other Communications**

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

**Adjournment**

Motion to adjourn by Bergley, second by Collison. Motion passed 5-0. The meeting was adjourned at 7:56 p.m.

Respectfully Submitted,

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

Jaden Moore

Deputy City Clerk/ Human Resources

**Minutes**  
**CITY OF ISANTI**  
**CITY COUNCIL COMMITTEE OF THE WHOLE MEETING**  
**TUESDAY, MARCH 19, 2019 – 5:00 P.M.**  
**CITY HALL**

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

Members Present: Mayor Johnson, Ross Lorinser, Paul Bergley and Dan Collison

Members Absent: None

Staff Present: City Administrator Josi Wood, Human Resources/ City Clerk Katie Brooks, Finance Director Mike Betker, Assistant City Engineer Jason Cook and Assistant City Administrator/ Special Projects Don Lorsung.

**D. Committee Meeting Items**

1. Draft Policy for Police Officer Body Cameras
  - Information was shared with the Committee.
  - Recommendation from Committee is to move forward with draft policy and post draft policy on website with email to be used for public to express comments.
2. Squad Car Video/ Body Worn Camera System Upgrade
  - Recommendation from Committee is to purchase 8 body cameras and 6 squad cameras.
3. Employee Retention- Compensatory Time Policy
  - Recommendation from Committee is to bring to City Council meeting on April 2, 2019 with revisions.
4. Draft Policy for Video Recording City Council Meetings
  - Recommendation from Committee is to go to City Council meeting for further discussion.
5. Draft Policy for Police Presence at Meetings
  - Recommendation from Committee is to bring it back for further discussion at Committee of the Whole and City Council meeting.
6. Discussion Regarding Conditional Offers for Selected Candidates
  - Recommendation from Committee is for staff to soft negotiate with qualified candidates with a consensus from committee that City Council does not need to partake in interviews.
  - Recommendation from Committee is to post Police Chief position internally and externally.
7. Defining Immediate Access and Providing Service to Annexed Parcels
  - Recommendation from Committee is for City Engineer to do a feasibility study and bring to City Council meeting and results brought to COW for review.
8. Adding Social Media Site(s) Discussion



- Recommendation from Committee is for Liquor Store, City of Isanti, Police Department and Farmer's Market to have individual Facebook pages.
9. Consider Adding Dog Park Rules to City Code
- Recommendation from Committee is to add dog park rules to City Code with and bring to City Council meeting.
10. Recruiting Options for CDD Services (will be provided at the meeting)
- Consensus from Committee is to move forward with Gary Weiers from David Drown & Associates if search for qualified candidate is unsuccessful.

**E. Adjournment**

Meeting adjourned at 6:35 p.m.

**CITY OF ISANTI  
PLANNING COMMISSION  
MEETING MINUTES  
MARCH 19, 2019**

**1. Meeting Opening.**

**A. Call to Order.**

Chairman Johnson called the meeting to order at 8:06 p.m.

**B. Pledge of Allegiance.**

Everyone rose for the pledge of allegiance.

**C. Roll Call.**

**Members Present:** Jeff Johnson, Dan Collison, Steve Lundeen, Ross Lorinser, Paul Bergley and Arissya Simon .

**Members Absent:** None

**Staff Present:** City Administrator Josi Wood, Contracted City Planner Ryan Kernosky, Assistant City Administrator/Special Projects Don Lorsung

**Others Present:** George Hemen, Elizabeth Anderson, Rod Barrows, Mark Reller, Jill Reller, Ordeen Splittstoser.

**D. Agenda Modifications.**

None

**2. Approval of Minutes from February 19, 2019 Planning Commission Meeting.**

Motion by Collison, second by Bergley to approve the February 19, 2019 Planning Commission Meeting Minutes. Motion was approved 6-0.

**3. Public Hearings**

**A. Request from Dollar General, Inc. for approval of a Site Plan Review per Ordinance 445, Section 18, Subd. 2(A) for construction of a general retail establishment on PID 16.029.0900**

Chairman Johnson opened the public hearing at 8:12 p.m. Kernosky presented the staff report, commenting that this is a permitted use and that the project meets requirements. He discussed the flexible design standards (regarding the 15% building size requirement), a modified landscaping plan to add more buffer on the west property line and moving the loading doors, which are covered in the conditions prepared by staff. George Hemen, 323 Palomino Rd SE, presented a statement and concerns that the project was against City growth strategy and would cause economic distress. Other concerns regarded the building size in relation to the lot size, outdoor lighting concerns, and street and Hwy 65 traffic. Dollar General representative Brian Bass, BJ Baas Builders, reviewed the project, orientation of the building and traffic access. He shared that they have built a number of stores for Dollar General. With no further public input, the public hearing was closed at 8:17 p.m.

The Commission reviewed the request. Questions were asked concerning the location of the parking area, signage and possibility of other development on the lot. Kernosky shared that Dollar General required that no other retail development could be built on the lot for 20 years. Lorinser discussed that the lot area was designed for a strip mall or additional commercial use and that the Overlay District was to allow flexible building standards that would increase use and tax value of City commercial property on Hwy 65. Discussion of development of the lot continued. Kernosky shared that the lot could be subdivided to allow for additional use and that was shared with the developer. Simon asked about development of the north lot and asked if this project was approved, would it apply to other lots. Kernosky shared that no, each development is reviewed on its own merits. Discussion by the Commission continued.

A motion was made by Lorinser to approve the project to meet the 15 % building size with a lot split and conditions as recommended by staff. The motion was not seconded.

There was further discussion on options/next steps.

Motion by Lorinser, seconded by Bergley, to table the request and have staff advise the applicant that they need to meet the 15% building size to lot size requirement. Motion passed 6-0.

#### **4. Other Business.**

A. None

#### **5. Discussion Items**

A. Comprehensive Plan Update – Lorsung presented the staff memo on the proposed project timeframe for the Update. Presentations of draft Plan Chapters would begin in May, 2019, with the Public Hearing on the Updated Comprehensive Plan scheduled for March, 2020. Staff will proceed with the project timeline as presented.

#### **6. Other Communications.**

A. None.

#### **7. Adjournment**

Motion by Lundeen second by Bergley to adjourn the March 19, 2019 meeting of the Planning Commission. Motion was approved 6-0.

The meeting adjourned at 8:36 p.m.

Dated at Isanti, Minnesota this 21<sup>st</sup> day of March 2019.

Respectfully submitted,

Don Lorsung

Assistant City Administrator/Special Projects

**CITY OF ISANTI  
PARKS, RECREATION, AND CULTURE BOARD  
MEETING MINUTES  
February 26, 2019  
City Council Chambers**

**1. Meeting Opening.**

**A. Call to Order.**

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

**B. Pledge of Allegiance.**

Everyone stood for the Pledge of Allegiance.

**C. Roll Call.**

**Members Present:** Jennifer Garvey, James Witte, Aaron Zdon, and Mayor Johnson

**Staff Present:** Katie Everett, Parks, Recreation, and Culture Manager

**D. Agenda Modifications.**

Zdon asked if there were any agenda modifications, there were none. Motion by Garvey, second by Witte to approve the agenda for the February 26, 2019 Parks, Recreation, and Culture Board Meeting.

**2. Approval of Minutes from January 22, 2019 Parks, Recreation, and Culture Board Meeting**

Motion by Witte second by Garvey. Minutes were unanimously approved.

**3. 2019 Meeting Dates**

Meeting dates for 2019 had been omitted from the January packet. Motion from Witte, second by Garvey to approve all meetings dates. Dates were unanimously approved.

**4. Equipment for Cambridge-Isanti Bike/Walk Trail**

Everett explained that the proposed is a pull-behind piece of equipment that can be used on the Cambridge-Isanti Bike/Walk Trail. The Cities of Cambridge and Isanti contribute to that fund, and there is plenty of money in it. Cambridge will store it and maintain it, and if there are other uses that we have in town, we can use it. Zdon asked for clarification that we will be able to use it; Everett stated yes, as other trail needs arise both communities will be able to use it. Zdon asked to make sure that is clear in the final verbiage. Garvey asked if it states the specifics about future maintenance and how that will be handled. Everett explained that Cambridge will maintain the equipment once it is purchased. The board discussed that there will be routine maintenance involved. Everett explained that she said it would be used especially for the pine needles on the north end and sand on our end. The process from here is if the Board gives the recommendation, that is brought to Council and then we give them the go ahead to purchase it. Witte asked if this is just to be used for that trail. Everett said no; it will be purchased for that, but it will be available for other trails if needed. Garvey made a motion to recommend Council approval of the purchase, Witte made a second; the motion passed.

**5. Dog Park Update**

Everett gave a recap of the Council discussion. She made the change to have a separate sign on the fence for the dog park and the rules near the parking lot. She provided the updated signs in the packet. The Dog Park Rules sign was clarified to say “dogs *formally* declared dangerous” because there had been some confusion about what a dangerous dog was.

She added that during the Council discussion, a Councilmember was concerned that area dog parks have a lot of issues with people cleaning up after their dogs, and really wanted it to be clear to people that it’s a privilege to have the park and if it’s not maintained that the City doesn’t have to provide this. In Everett’s experience with signs at parks, it’s more effective to be encouraging than threatening to get people to do what you want. It can be most effective to build some community ownership of the dog park in other ways, but posting some signs might

also help. She provided some options for types of signs, and stated there are many versions already out there. The doggie bag dispenser option that we're including will come with a sign, and we could potentially post more inside the fence as well. Option 1 in the packet is a little more straightforward without being threatening, and Option 2 is more friendly and a reminder that it's a community park. Johnson stated that he would prefer to go about this in a more friendly manner as well; right away he liked number 2, and number 1 is a little stern but right to the point. Everett added that there's also something about people that when they are feeling threatened, they just want to do the opposite. Zdon stated that either option is okay, and he prefers number 1 because it is a little more direct. He also stated that these are not a huge investment, so we could even put a couple on each side if we needed. Johnson asked if there was any difference in price. Everett said that the pre-made signs are all pretty comparable, they range from \$20-40 each. Witte wondered if we could take Option 1's verbiage and Option 2's image. Zdon asked if we need to decide on a specific sign now since we have time. Everett said that we do not. She added that there is the line of thinking that if our approach is "if this doesn't get clean up, we're taking it away," then why spend that money in the first place? Public Works has recognized the additional maintenance time and staff are prepared to keep it open. Zdon stated that tons of cities do this and that isn't going to happen. Everett added that the whole Council voted to move it forward as well; Johnson confirmed. Zdon added that it is a valid concern; Everett agreed and said that planning ways to head that off is a good thing to do.

Garvey asked if we have any of these clean up signs at any of the parks now. Zdon stated that there's one at the beginning of the bike/walk trail, but no bags. Garvey said she just wanted to make sure there was not something we were already using other places. She said that her opinion is that we do not need to put these signs everywhere. They have one way to enter and they'll see the sign there; if you put up too many signs, people stop reading signs. They're in a fenced in area and not going anywhere. Everett agreed that probably by the time people have passed the signs on the way in, they either are or they aren't going to pick up after their dogs. It might just be based more on whether there are other people there to watch them do it. Garvey added that it opens up an opportunity for some kind of adopt-a-park program. Everett stated that we do actually have a program, it just has sat idle for a long time and we don't currently have anyone participating. Garvey said this a prime opportunity for a group to be in charge of that, or maybe a business that wants to volunteer. Zdon asked if Everett could provide details at the next meeting about the Adopt-A-Park Program. Everett said that she can provide some general information now and then will bring it back. It's a basic agreement that they'll clean it up, she thinks three times per year. It would be worth looking at for possible updates. It's possible people thought there were too many requirements or something so they didn't go through with it.

Witte asked if the board needs to decide how many signs are going into the park now. Everett said from here she would like to get an idea of what their philosophy for addressing the issue is; if they have an idea of some options she can put together an idea of what that might look like too. Witte stated that he thinks two is enough. Johnson agreed that one on each side is too many. Everett stated that the dispensers she has seen typically have a sign and the dispenser itself also has some sort of reminder language on it. Many of those places also have separate signs without the dispensers if we just want something that matches. Zdon also stated that when we order the dispenser for the dog park we can talk about ordering more for other locations as well, because we might get a better price. Garvey agreed that she would like to order at least a few in case we need to replace them and have that option to put them in other places, if there is a price reduction. Johnson asked if we would want two of them at the dog park. Everett stated since the dispenser will go right at the entrance, it's probably not necessary to put one inside as well. She added that the rules sign does indicate that if for some reason that box is empty, people still need to clean up after themselves. She has also seen people at other dog parks that will bring extra plastic bags and leave them there for others to use, which is a great way to build that community ownership too. Garvey said that it might also be helpful to customize a sign with something directing people to call or email if the box is empty. Everett asked for clarification about whether the additional reminder signs are necessary with the dispenser and rules sign. Zdon said he thinks we should get a couple of reminder signs. Garvey stated that if we do get additional signs, it would make sense to put them right on the fence. The Board agreed. Everett asked for clarification if they would like to see another sign option that combines these options. Garvey added that that sign with color sign is current now, but in 10 years it will probably look outdated. Everett stated that by then, we will likely need to replace the signs anyway.

Everett added that otherwise the project is on hold until the snow melts; she has sent the plans to Bolton and Menk so they will be prepared to do a survey.

## **6. Parks Updates**

Everett shared that community garden registrations continue to come in. Last year, we took out the table style raised beds because they were falling apart and no one reserved them. Someone has requested that option this year, so we are asking Public Works to build a new one for us. We have had requests for raised beds, so we will add the last two that we got through a grant. We will also add another row of plots this year. Before the garden opens, we will add all new mulch. It was all tilled under last year due to the weeds. We did some field tests on some organic herbicide options so hopefully we can stay on top of that better. That will open mid-May.

We have gotten some recommendations for types of trees that will work over at Unity. There are quite a few, so she will filter through them and make a recommendation about what might look nice and will be easy to take care of. The Spring Isantian and pocket calendars should be arriving very soon. They will come in a big envelope this time around. Movie attendance has been down. It sounded like there was something going on at the Middle School maybe, or some other community event at the same time. The next Movie Night is in March, we're showing The Emoji Movie and still need a volunteer group.

Farmers' Market vendor applications are starting to come back as well. Everett has checked in with most of last year's vendors and most are planning to come back. There are a few who won't be able to return this year for various reasons, but no one has said that they're not coming back because they're dissatisfied about anything. We can take applications all season as spaces are available. There is also a pre-season meeting that people can attend if they have questions about what they need to do to join.

Everett also has received applications from both ice cream vendors for the street dances and asked the board for their opinion about whether we should allow both in for this year. She said that we try not to duplicate products for sale, but there may be an argument that those are different things. Johnson said that he thought we could do both and put them on opposite ends. Zdon said it will affect both of their businesses some. Garvey asked if they know that each of them would be there. Everett stated that she has talked with The Parlor before, and the competition does not particularly bother them, but they would probably prefer to be the only one for the sake of their business. She does not think they will leave if we let the other one in. She has not yet spoken to Scoops about this yet. Garvey said that she thinks it is worth trying it on a trial basis for this year and let both know that we will want their feedback at the end of the year so we know for next year if we need to only let one in. Everett added that we are starting to book bigger bands as well, so we are hoping for bigger crowds which should also help. Garvey also agreed that they are kind of different products. Zdon agreed to do the trial, but to let them both know, and if there is a problem that The Parlor has priority since they have been participating for so long. Garvey said that as long as everyone knows it's a trial basis and not a permanent decision that we should be okay going forward and will make a different decision next year if we need to. Garvey added that whoever got their information in first should maybe get their preference for where they want to be located. Everett stated that we can do that.

## **7. Adjournment**

Motion by Witte, second by Johnson to adjourn the February 26, 2019 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:33 p.m.

Dated at Isanti, Minnesota this 26<sup>th</sup> day of February, 2019.

Respectfully submitted,



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Katie Everett  
Parks, Recreation, and Culture Manager



## Memo for City Council

**To:** Mayor Johnson and Members of the City Council  
**From:** Josi Wood, City Administrator  
**Date:** April 2, 2019  
**Subject:** Continued Discussion on Dahlin Ave – No Parking on One Side of Street

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Per Council direction given on 3/19/2019, Staff reached out to three businesses along Dahlin Ave: Rendezvous Coffee, Federated Coop, and New Hope Church.

- One business was “all in favor” of no parking on the West side of Dahlin Ave for mobility of vehicles. They feel it is too tight.
- One business has the following concerns:
  - Why wasn’t this issue addressed in the past when curb and gutter were added in (approx. 2004).
  - Asked if there were complaints or problems that have occurred. If this is to be pre-emptive, all streets in the city with the same width should also be signed no parking on one side.
  - The county uses Dahlin as an alternate route.
    - Staff inquired on this and Dahlin is not controlled by the County, however, the County did ask permission to route a detour down Dahlin street in the past.
- One business would be in favor of limiting parking to one side, however, only to post no parking on the West side.

Thoughts from Al Jankovich, Fire Chief:

- New roads, per Fire Code, should be 26’ to allow for maneuverability.
  - Dahlin is 34’ Back-Back of curb
- There are often times when Dahlin only has one-way traffic.



A Community For Generations.



## MEMO

**To:** Mayor Johnson and Members of the City Council  
**From:** Katie Brooks, Human Resources / City Clerk  
**Date:** April 2, 2019  
**Subject:** LEXIPOL Discussion

Per direction from the City Council, Human Resource, Brooks, was directed to ask all IPD Officers their opinion about utilizing LEXIPOL for policy updating.

Findings:

The consensus was not heavily weighted in one direction as some officers currently use LEXIPOL at other jobs, and other officers have never used the program. Officers are aware that IPD policies need updating.

Many officers felt the decision to purchase LEXIPOL should be determined when Isanti hires a new Chief, as the Chief will likely be the administrator to the program to tailor policies to fit with IPD.

LEXIPOL	Numbers of Officers
Yes	8
No	3
Unsure	4

## Comments of concern:

- Purchase price is expensive
- Excessive time spent on daily/monthly training modules in conjunction with current trainings
- Doing trainings that are duplicate from other agencies who already use Lexipol
- Hearing other agencies having problems with LEXIPOL
- Some counties have 600-800 pages of policies

## Comments in favor:

- Consistent with the other Counties as most use LEXIPOL
- Able to be modified so the content is not as cumbersome as larger agencies, less pages and counties
- Easy to use, can complete trainings quickly
- Probably cheaper than paying attorneys to update policy manual
- Quick access to look up policies that fit the IPD department



## MEMO

**To:** Mayor Johnson and Members of the City Council  
**From:** Katie Brooks, Human Resources / City Clerk  
**Date:** April 2, 2019  
**Subject:** Draft Policy for Video Recording City Council Meetings- Continued

Beginning January 15, 2019 all regularly scheduled City Council meetings have been video recorded and put on to YouTube for viewing as discussed in 2018 in personnel committee. However, no formal policy or resolution was adopted on this subject.

Currently, the day following each City Council meeting staff have to crop and/or edit the meeting from starting the recording too early or ending it too late -as staff does not sit next to the iPad. Editing the video and trying to upload the videos (which consistently fail) the process takes typically 3-4 hours depending on the length of the video and how well YouTube wants to cooperate. The conversion of audio uploads to the website and typing minutes takes an additional 3-5 hours a week, not including other meetings outside of regular city Council meetings.

State Statute requires minutes to be written after meetings as official record. The City has gone above the requirements by having secondary transparency options to post the minutes and audio on our website, and video record regular City Council meetings on YouTube.

After City Council meetings take place the process can ultimately take 6-9 hours of processing just the audio, video and typing minutes. It is staff's recommendation to only video record regular city council meetings as most other cities currently practice.

**Draft Policy:**

*The City of Isanti will video record all regularly scheduled City Council meetings and upload to YouTube at the earliest convenience. All other meetings will have minutes or minutes and audio recordings for meetings.*

<b><i>Meeting</i></b>	<b><i>Typed Minutes</i></b>	<b><i>Audio on website</i></b>	<b><i>YouTube</i></b>
<i>Regular City Council</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Committee of the Whole</i>	<i>X</i>	<i>X</i>	
<i>Closed/Special Sessions</i>	<i>X</i>		
<i>Opening/Closing of Closed session</i>	<i>X</i>	<i>X</i>	
<i>Goal Setting</i>	<i>X</i>	<i>X</i>	
<i>Planning Commission</i>	<i>X</i>		
<i>EDA</i>	<i>X</i>		
<i>PRC</i>	<i>X</i>		

*\* Closed sessions are audio recorded, but not put online for the public*



## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Josi Wood, City Administrator  
**Date:** April 2, 2019  
**Subject:** A Resolution Approving a Special Event Permit Application for the Walk for Life Event

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### **Background**

The City received a special event application from the Pregnancy Resource Center/Lex Specialty Clinic looking to host a Walk for Life event on Saturday, May 18, 2019. The event is scheduled from 9:00 am – noon and is open to the public. The event will include a 2-mile walk on the Cambridge-Isanti Bike/Walk Trail with registration at the Bluebird Park pavilion. The event is a fundraiser; participants raise pledges prior to the event. Event organizers will clean-up after the event is completed. The applicant will submit the \$100 clean up deposit and Certificate of Liability Insurance. Parking for the event is expected to be contained within the Bluebird Park lots; the portable bathrooms typically at Bluebird Park and the public restrooms on the south end of the Isanti Indoor Arena should be sufficient for this event.

The Bluebird Park shelter reservation form has also been submitted for this event. An additional Special Event Temporary Sign Permit will need to be filed if any signs will be posted for the event.

A copy of the application and department approval has been attached for City Council review.

### **Staff Request**

City staff is requesting action on this item.

### **Attachments**

- Resolution No. 2019 -
- Special Event Application
  - Special Event Application
  - Department Head Review Sheet
  - Route Map

**RESOLUTION 2019-**

**A RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR THE  
WALK FOR LIFE EVENT**

**WHEREAS**, the Pregnancy Resource Center/ LEX Specialty Clinic will be holding a 2-mile Walk for Life event on Saturday, May 18, 2019; and,

**WHEREAS**, the estimated number of participants 100-200; and,

**WHEREAS**, event organizers anticipate all event parking to be contained within the Bluebird Park parking lots; and,

**WHEREAS**, event organizers have submitted the park shelter reservation form and will have the event check in at the shelter; and,

**WHEREAS**, the 2-mile walk will follow the Cambridge-Isanti Bike/Walk Trail, with permission from the City of Cambridge as required by the Joint Powers Agreement; and,

**WHEREAS**, the event organizers have provided the \$100 clean up deposit fee and Certificate of Liability Insurance required for Special Event Permits;

**NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota**, to hereby approve the application for the Walk for Life to be held on May 19, 2019.

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

This Resolution hereby approved by the Isanti City Council this 2<sup>nd</sup> day of April, 2019.

Attest:

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

\_\_\_\_\_  
Katie Brooks  
Human Resources/City Clerk



## SPECIAL EVENT PERMIT APPLICATION

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

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

### ITEMS TO ACCOMPANY THE APPLICATION

#### *Required with all applications*

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

#### *Check all that apply:*

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

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

Live entertainment – Describe in detail:

None

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

A megaphone for about 5 minutes.

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

This is a fundraising event. Participants are not required to raise funds, but are encouraged to, prior to participating. All funds will be going to support the Pregnancy Resource Center of Cambridge as we are a non-profit organization without any governmental support.

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

#### APPLICANT SIGNATURE

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

Applicant Signature: Kristina Lydia Lund

299th Ave NE

Jackson St NE

310 Ave N

Soccer  
Complex

Isanti Pkwy

BMX  
Track

Bluebird Park



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Johnson-Witkemper 305 Washington St Columbus IN 47201	<b>CONTACT NAME:</b> Susan Dixon	
	<b>PHONE (A/C, No, Ext):</b> 812-372-7829	<b>FAX (A/C, No):</b> 812-669-4800
	<b>E-MAIL ADDRESS:</b> sdixon@jwinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : ARCH Specialty Insurance Co.	21199
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**INSURED** PREGRES-11  
Pregnancy Resource Center Of Cambridge  
140 Buchanan Street North; Ste 138  
Cambridge MN 55008

**COVERAGES**

CERTIFICATE NUMBER: 928381182

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NCPKG0368303	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event - Walk for Life May 18, 2019

**CERTIFICATE HOLDER****CANCELLATION**

The City of Isanti  
110 1st Ave NW  
Isanti MN 55040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**SPECIAL EVENT PERMIT  
APPLICATION**

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

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

City of Isanti

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

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

The Pregnancy Resource Center 2019 Walk for Life. A 2 mile walk through Bluebird  
park & down the street. This is a family fundraising event and we expect around 75  
[tops] participants. This will be followed by a small grillout with the remaining  
participants.

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

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

We will be walking as a group, adults and children, down the sidewalk.

(Special Events Holder Initials Here) KLL

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

Participant Release and Indemnification required? YES ☒ NO ☐

(Special Events Holder Initials Here) KLL

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

(Special Events Holder Initials Here) KLL

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

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

(Special Event Holder Initials Here) KLL

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

(Special Event Holder Initials Here) KLL

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

(Special Event Holder Initials Here) KLL

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

(Special Event Holder Initials Here) KLL

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

(Special Event Holder Initials Here) KLL

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

(Special Event Holder Initials Here) KLL

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

**PRINTED NAME OF SPECIAL EVENTS HOLDER:**

Kristina Lydia Lund

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

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**OFFICE USE ONLY**

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

Fire Chief

☒ Approved ☐ Denied ☐ N/A Signature: Email Approved

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: Email Approval

Public Services Director

☒ Approved ☐ Denied ☐ N/A Signature: Jai Wood

Parks, Recreation and Culture Manager

☒ Approved ☐ Denied ☐ N/A Signature: Jai Wood

Community Development Director

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

City Administrator

☒ Approved ☐ Denied ☐ N/A Signature: Jai Wood

City Council

☐ Approved ☐ Denied

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

## Josi Wood

---

**From:** Lt. Travis Muyres  
**Sent:** Wednesday, March 27, 2019 7:41 AM  
**To:** Josi Wood  
**Subject:** Re: Special Event Permit May 18

Approve...

however would like clarification as to the "walk route" The permit, nor red line drawing, define if they intend on walking on the street or the grass area of park. Just would clarification if they intend on walking on the street [3rd & Isanti Pkwy].

**Lt. Travis Muyres #5802**  
**Isanti Police Department**  
**PO BOX 428**  
**401 First Ave NW**  
**Isanti, MN 55040**

**Lt.Muyres@cityofisanti.us**  
**Ph#763-444-4761 ex 101**  
**Fax# 763-444-4868**

---

**From:** Josi Wood  
**Sent:** Tuesday, March 26, 2019 2:31:34 PM  
**To:** Al Jankovich; Lt. Travis Muyres; Don Lorsung  
**Subject:** Special Event Permit May 18

Al, Travis, Don,  
Please review the attached special event permit and let me know if you approve. Thanks

*Thank you,*  
*Josi*

Josi Wood MPA  
City Administrator  
Public Services Director



CITY OF ISANTI  
110 1<sup>st</sup> Ave NW, Isanti, MN 55040  
Office: (763) 444-5512 | Fax: (763) 444-5560  
Mobile: (612) 270-6188

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## Josi Wood

---

**From:** Al Jankovich <aljankovich@isantifiredistrict.org>  
**Sent:** Tuesday, March 26, 2019 3:28 PM  
**To:** Josi Wood  
**Subject:** RE: Special Event Permit May 18

Isanti Fire approves the 2019 Walk for Life special event permit application as presented.

Thanks Josi.

**ALAN JANKOVICH | FIRE CHIEF**  
ISANTI FIRE DISTRICT  
401 1<sup>ST</sup> AVE NW, PO BOX 490 | ISANTI MN 55040  
763.444.8019 | [aljankovich@isantifiredistrict.org](mailto:aljankovich@isantifiredistrict.org) | [www.isantifiredistrict.org](http://www.isantifiredistrict.org)



**From:** Josi Wood <JWood@cityofisanti.us>  
**Sent:** Tuesday, March 26, 2019 2:32 PM  
**To:** Al Jankovich <aljankovich@isantifiredistrict.org>; Lt. Travis Muyres <Lt.Muyres@cityofisanti.us>; Don Lorsung <DLorsung@cityofisanti.us>  
**Subject:** Special Event Permit May 18

Al, Travis, Don,  
Please review the attached special event permit and let me know if you approve. Thanks

*Thank you,*  
*Josi*

Josi Wood MPA  
City Administrator  
Public Services Director



CITY OF ISANTI  
110 1<sup>st</sup> Ave NW, Isanti, MN 55040  
Office: (763) 444-5512 | Fax: (763) 444-5560  
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## Josi Wood

---

**From:** Marcia Westover <MWestover@ci.cambridge.mn.us>  
**Sent:** Wednesday, March 27, 2019 2:10 PM  
**To:** Josi Wood  
**Subject:** RE: Event on bike walk trail - approval needed

Hi Josie,

I don't see anything else scheduled for that day, so we approve.

Congratulations on your promotion!! So exciting for you!

Thank you,

*Marcia Westover*

Community Development Director  
City of Cambridge  
300 3rd Ave. N.E.  
Cambridge, MN 55008  
Phone: 763-552-3207  
Fax: 763-689-6801  
E-mail: [mwestover@ci.cambridge.mn.us](mailto:mwestover@ci.cambridge.mn.us)



**From:** Josi Wood <JWood@cityofisanti.us>  
**Sent:** Wednesday, March 27, 2019 1:57 PM  
**To:** Marcia Westover <MWestover@ci.cambridge.mn.us>  
**Subject:** Event on bike walk trail - approval needed

Hi Marcia!

We have a request for an event on the bike/walk trail May 18<sup>th</sup>. They will only be using the section that is within Isanti city limits but still wanted to make sure you approve. It is for a Walk for Life from 9am – noon.

*Thank you,*  
*Josi*

Josi Wood MPA  
City Administrator  
Public Services Director



CITY OF ISANTI  
110 1<sup>st</sup> Ave NW, Isanti, MN 55040  
Office: (763) 444-5512 | Fax: (763) 444-5560  
Mobile: (612) 270-6188

## Report Criteria:

Report type: Summary

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/19	03/18/2019	50762	2689	ADVANCED POWER SERVICES INC	602-20200	3,350.00
03/19	03/18/2019	50763	494	ALLINA HEALTH SYSTEM	101-20200	271.30
03/19	03/18/2019	50764	2378	APWA	603-20200	425.00
03/19	03/18/2019	50765	2030	ARTISAN BEER COMPANY	609-20200	32.60
03/19	03/18/2019	50766	53	BELLBOY CORPORATION	609-20200	5,867.76
03/19	03/18/2019	50767	9	BERNICKS PEPSI-COLA	609-20200	2,037.90
03/19	03/18/2019	50768	2319	BREAKTHRU BEVERAGE	609-20200	642.74
03/19	03/18/2019	50769	2537	BROOKS, KATIE	609-20200	43.62
03/19	03/18/2019	50770	421	CARGILL INC	101-20200	7,887.04
03/19	03/18/2019	50771	1815	CENTURYLINK	609-20200	865.87
03/19	03/18/2019	50772	2610	CINTAS	101-20200	432.25
03/19	03/18/2019	50773	1472	CRAWFORDS EQUIPMENT INC	603-20200	314.15
03/19	03/18/2019	50774	918	CRYSTAL SPRINGS ICE	609-20200	173.34
03/19	03/18/2019	50775	8	DAHLHEIMER DISTRIBUTING CO	609-20200	15,979.07
03/19	03/18/2019	50776	2478	EAST CENTRAL ENERGY	101-20200	43.85
03/19	03/18/2019	50777	55	ECM PUBLISHERS INC	101-20200	272.56
03/19	03/18/2019	50778	160	HAWKINS INC	601-20200	1,767.29
03/19	03/18/2019	50779	2209	INNOVATIVE OFFICE SOLUTIONS, INC	101-20200	130.90
03/19	03/18/2019	50780	322	INTOXIMETERS	101-20200	95.00
03/19	03/18/2019	50781	162	ISANTI RENTAL	101-20200	150.00
03/19	03/18/2019	50782	1534	J. J. TAYLOR	609-20200	192.15
03/19	03/18/2019	50783	7	JOHNSON BROTHERS LIQUOR CO	609-20200	10,429.76
03/19	03/18/2019	50784	5	KAWALEK TRUCKING	609-20200	349.40
03/19	03/18/2019	50785	1773	KLERSY, SCOT	603-20200	139.99
03/19	03/18/2019	50786	1789	MADDEN GALANTER HANSEN, LLP	101-20200	13,452.26
03/19	03/18/2019	50787	17	MCDONALD DISTRIBUTING CO	609-20200	16,216.96
03/19	03/18/2019	50788	616	MENARDS - CAMBRIDGE	609-20200	68.92
03/19	03/18/2019	50789	281	MINNCO CREDIT UNION	101-20200	2,638.88
03/19	03/18/2019	50790	2208	MINNESOTA EQUIPMENT	603-20200	59.59
03/19	03/18/2019	50791	1945	MN DEPT OF LABOR	101-20200	30.00
03/19	03/18/2019	50792	176	MN DEPT OF REVENUE	101-20200	18,439.00
03/19	03/18/2019	50793	2080	MVTL LABORATORIES INC	602-20200	43.20
03/19	03/18/2019	50794	617	PAUSTIS & SONS	609-20200	260.00
03/19	03/18/2019	50795	2620	PHAT VOX LLC	101-20200	2,750.00
03/19	03/18/2019	50796	44	PHILLIPS WINE & SPIRITS INC	609-20200	6,778.03
03/19	03/18/2019	50797	2341	RED BULL DISTRIBUTION	609-20200	81.50
03/19	03/18/2019	50798	1113	RJM DISTRIBUTING INC	609-20200	219.80
03/19	03/18/2019	50799	2703	SOLDO CONSULTING, P.C.	101-20200	2,673.75
03/19	03/18/2019	50800	2396	SOUTHERN GLAZERS OF MN	609-20200	8,196.86
03/19	03/18/2019	50801	2554	SPECIALTY SOLUTIONS	101-20200	710.00
03/19	03/18/2019	50802	1361	STAPLES ADVANTAGE	609-20200	225.43
03/19	03/18/2019	50803	2156	SUMMIT COMPANIES	101-20200	7.00
03/19	03/18/2019	50804	1354	TAPES PLUS ADVERTISING	609-20200	295.00
03/19	03/18/2019	50805	1740	TOSHIBA FINANCIAL SERVICES	108-20200	236.94
03/19	03/18/2019	50806	2027	US INTERNET	603-20200	57.80
03/19	03/18/2019	50807	42	VIKING COCA-COLA BOTTLING CO	609-20200	559.72
03/19	03/18/2019	50808	1286	VINOPIA INC	609-20200	106.25
03/19	03/18/2019	50809	4	WATSON CO INC	609-20200	2,655.06
03/19	03/18/2019	50810	1922	WEX BANK	609-20200	4,674.65
03/19	03/18/2019	50811	780	WINE MERCHANTS	609-20200	336.00
Grand Totals:						133,666.14



City of Isanti

Check Register - Mayor/Council Approval

Page: 1

Check Issue Dates: 3/29/2019 - 3/29/2019

Mar 29, 2019 09:56AM

## Report Criteria:

Report type: Summary

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/19	03/29/2019	50815	2251	TITLE SMART INC	601-20200	85.05
03/19	03/29/2019	50816	953	ALL AMERICAN TITLE CO,INC.	601-20200	10.76
03/19	03/29/2019	50817	936	APPLIED CONCEPTS INC	101-20200	2,966.00
03/19	03/29/2019	50818	1141	ASSURANT EMPLOYEE BENEFITS	602-20200	471.83
03/19	03/29/2019	50819	2714	AUDIO CIRCUS	101-20200	1,500.00
03/19	03/29/2019	50820	2335	BCBSM	101-20200	19.20
03/19	03/29/2019	50821	9	BERNICKS PEPSI-COLA	609-20200	1,187.92
03/19	03/29/2019	50822	1500	BOLTON & MENK INC	444-20200	37,779.29
03/19	03/29/2019	50823	2020	BOYLE, EUGENE	101-20200	3,041.60
03/19	03/29/2019	50824	2487	CAPITOL BEVERAGE SALES	609-20200	230.15
03/19	03/29/2019	50825	851	CASH	101-20200	141.98
03/19	03/29/2019	50826	120	CONNEXUS ENERGY	101-20200	16,892.48
03/19	03/29/2019	50827	918	CRYSTAL SPRINGS ICE	609-20200	76.14
03/19	03/29/2019	50828	8	DAHLHEIMER DISTRIBUTING CO	609-20200	13,634.48
03/19	03/29/2019	50829	55	ECM PUBLISHERS INC	101-20200	599.07
03/19	03/29/2019	50830	1866	EDINA REALTY TITLE	601-20200	14.02
03/19	03/29/2019	50831	16	ELECTRO WATCHMAN INC	609-20200	272.53
03/19	03/29/2019	50832	2716	ESQUIRE TITLE	601-20200	36.75
03/19	03/29/2019	50833	385	FEDERATED CO-OPS INC	101-20200	119.96
03/19	03/29/2019	50834	2715	FRANKLIN, BENJAMIN	601-20200	1,500.00
03/19	03/29/2019	50835	2028	FURTHER	603-20200	38.35
03/19	03/29/2019	50836	2028	FURTHER	861-20200	4,268.02
03/19	03/29/2019	50837	1400	GENERAL CODE	101-20200	2,904.53
03/19	03/29/2019	50838	2717	GOOD FOR GARY	101-20200	4,000.00
03/19	03/29/2019	50839	949	GRAINGER	601-20200	231.24
03/19	03/29/2019	50840	424	H&L MESABI	101-20200	2,924.62
03/19	03/29/2019	50841	2209	INNOVATIVE OFFICE SOLUTIONS, INC	101-20200	254.29
03/19	03/29/2019	50842	1563	ISANTI ELECTRIC INC	101-20200	231.00
03/19	03/29/2019	50843	1534	J. J. TAYLOR	609-20200	496.50
03/19	03/29/2019	50844	7	JOHNSON BROTHERS LIQUOR CO	609-20200	5,078.17
03/19	03/29/2019	50845	5	KAWALEK TRUCKING	609-20200	198.00
03/19	03/29/2019	50846	203	LANO EQUIPMENT INC	101-20200	408.44
03/19	03/29/2019	50847	136	LEAGUE OF MN CITIES	101-20200	950.00
03/19	03/29/2019	50848	1975	LIBERTY TITLE	601-20200	28.80
03/19	03/29/2019	50849	394	LMCIT	226-20200	92,275.00
03/19	03/29/2019	50850	2334	LOUS GLOVES	602-20200	116.00
03/19	03/29/2019	50851	17	MCDONALD DISTRIBUTING CO	609-20200	10,648.58
03/19	03/29/2019	50852	616	MENARDS - CAMBRIDGE	101-20200	57.55
03/19	03/29/2019	50853	110	METAL COATING & MFG CO	101-20200	65.51
03/19	03/29/2019	50854	928	MINNEAPOLIS OXYGEN CO	101-20200	137.25
03/19	03/29/2019	50855	2208	MINNESOTA EQUIPMENT	101-20200	31.13
03/19	03/29/2019	50856	310	MMBA	609-20200	665.00
03/19	03/29/2019	50857	2597	MNSPECT, LLC.	101-20200	9,388.70
03/19	03/29/2019	50858	2080	MVTL LABORATORIES INC	601-20200	159.58
03/19	03/29/2019	50859	2718	NARTAC, INC	101-20200	83.49
03/19	03/29/2019	50860	2629	NORTH FISH REAL ESTATE	601-20200	9.92
03/19	03/29/2019	50861	2553	O'REILLY	602-20200	64.98
03/19	03/29/2019	50862	617	PAUSTIS & SONS	609-20200	1,071.00
03/19	03/29/2019	50863	2620	PHAT VOX LLC	101-20200	2,750.00
03/19	03/29/2019	50864	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,004.94
03/19	03/29/2019	50865	2341	RED BULL DISTRIBUTION	609-20200	284.50
03/19	03/29/2019	50866	1884	REICHMANN, WADE	104-20200	4,000.00
03/19	03/29/2019	50867	1113	RJM DISTRIBUTING INC	609-20200	190.35

M = Manual Check, V = Void Check

City of Isanti

Check Register - Mayor/Council Approval  
Check Issue Dates: 3/29/2019 - 3/29/2019

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Mar 29, 2019 09:56AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/19	03/29/2019	50868	2518	SEMLER CONSTRUCTION	601-20200	211.54
03/19	03/29/2019	50869	2396	SOUTHERN GLAZERS OF MN	609-20200	12,086.93
03/19	03/29/2019	50870	315	ST.PAUL STAMP WORKS	108-20200	18.20
03/19	03/29/2019	50871	1290	THE AMBLE GROUP	101-20200	577.60
03/19	03/29/2019	50872	42	VIKING COCA-COLA BOTTLING CO	609-20200	424.61
03/19	03/29/2019	50873	1286	VINOCOPIA INC	609-20200	592.00
03/19	03/29/2019	50874	4	WATSON CO INC	609-20200	3,201.35
03/19	03/29/2019	50875	2475	White Bear IT Solutions, LLC	614-20200	2,589.00
03/19	03/29/2019	50876	2713	ZIEMER, SAMANTHA	101-20200	106.88
Grand Totals:						248,402.76

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

## Report Criteria:

Report type: Summary

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

## City of Isanti

Gross Payroll	89,521.36
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Social Security & Medicare	4,789.08
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Public Employees Retirement	9,613.39
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Total City Expense	<u>103,923.83</u>
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Pay Date	3/22/2019
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Pay Period	6 (3/3-16/19)
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## City of Isanti

Gross Payroll	10,094.25
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Social Security & Medicare	772.23
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Total City Expense	<u>10,866.48</u>
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Pay Date	3/29/2019
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Pay Period:	Q1CCPay19 (1/1-3/29/19)
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## RESOLUTION NO. 2019- xxx

### A RESOLUTION DESIGNATING POLLING PLACES FOR ANNEXED PROPERTIES

**WHEREAS**, Minnesota Statutes 204B.16 was amended in 2017 by the Legislature to require the governing body of each municipality to designate by ordinance or resolution a polling place for each election precinct by December 31<sup>st</sup> of each year. These polling places are designated for the following calendar year; and,

**WHEREAS**, the City Council of the City of Isanti has created Precinct 1 and Precinct 2 with Official Polling Places, as adopted and designated in Resolution 2018-288; and,

**WHEREAS**, Chapter 18-2 of the City Code intends that a polling place be designated for voters of any property when annexed into the City:

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

- 1) Designate election precinct/polling place for each property annexed as per Attachment A of this resolution.
- 2) Direct staff to mail polling location information to each property on Attachment A.

This Resolution is hereby approved by the Isanti City Council this 2nd day of April , 2019.

Attest:

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Mayor Jeff Johnson

---

Katie Brooks  
Human Resources/City Clerk

## ATTACHMENT A

### Precinct & Polling Place No. 1

16.091.0041	16.031.0610	16.031.3800	16.031.2600
16.091.0051	16.031.1310	16.031.3900	
16.031.0910	16.031.1210	16.031.3502	
16.031.1510	16.032.1011	16.031.4000	
16.031.1010	16.032.1700	16.031.3600	
16.031.1110	16.032.1200	16.031.3501	
16.031.1410	16.032.3100	16.031.3700	
16.031.0810	16.031.3500	16.031.3200	

### Precinct & Polling Place No. 2

16.029.0502	16.021.0300
16.029.0801	16.028.0400
16.029.2310	16.028.0103
16.029.0410	
16.029.2510	
16.029.2710	
16.028.1101	

## RESOLUTION NO. 2019-

### A RESOLUTION TO DECLARE CERTAIN PROPERTY AS SURPLUS AND AUTHORIZE ITS SALE BY PUBLIC AUCTION

**WHEREAS**, on occasion the City of Isanti incurs supplies and equipment that is no longer of use for departments within the City; and,

**WHEREAS**, it has been determined that the Public Works Department has a diesel tank, and 2008 john deere push mower that are of no use to the City and is considered surplus property; and,

**WHEREAS**, Resolution No. 2003-014 provides guidelines for the disposal of surplus property; and,

**WHEREAS**, the items listed above will be placed for public auction, the next upcoming public auction at Wayne Pike Auction in Princeton, Mn;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City Of Isanti, Minnesota hereby authorizes the following:

1. To declare the above items from the Public Works Facility as surplus and post public notice that the items will go to public auction.
2. The Public Services Director shall have the authority to sign all necessary paperwork to allow for the process for auction of the surplus items identified per this Resolution.

This resolution was duly adopted by the Isanti City Council the 2<sup>nd</sup> day of April, 2019.

**Attested:**

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

\_\_\_\_\_  
Katie Brooks  
Human Resources / City Clerk



Real People. Real Solutions.

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

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

## MEMORANDUM

**Date:** March 6, 2019  
**To:** Honorable Mayor Johnson and Members of the City Council  
**From:** Bradley C. DeWolf, P.E., City Engineer (signature)  
Jason W. Cook, P.E., Assistant City Engineer  
**Subject:** 2019 Annex Service Feasibility Fee Proposal  
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal to provide engineering services to evaluate the feasibility of providing sewer and water service to the 17 annexed parcels designated as having immediate access to a service.

It is our understanding the scope of work to be completed for the 2019 Annexed Service Feasibility Report is as follows:

- Determine the feasibility of providing service stubs to the 17 annexed properties that were designated as having immediate access to either sanitary sewer service or water service.
- Create an Opinion of Probable Cost to extend each service to each parcel right of way line.
- Create an Opinion of Probable Cost for each resident to connect their house to the proposed service stub.
- Survey building pads and sanitary manholes where the depth of the gravity sewer may be in question.
- Determine right of way locations at each parcel in question.
- Provide a figure showing the proposed layout of the service stubs at each location.
- Provide a Feasibility Report incorporating the above items.

Bolton & Menk proposes to complete the above engineering services for an hourly, not-to-exceed fee of \$4,950.00.

Attached is a figure showing the locations of the parcels to be included in this feasibility report.

Please contact us at (763) 433-2851 if you have any questions or need additional information.





**BOLTON  
& MENK**

7533 SUNWOOD DR NW, SUITE 206  
RAMSEY, MINNESOTA 55303  
Phone: (763) 433-2851  
www.bolton-menk.com

2019 ANNEXED PARCELS  
SERVICE ACCESS STUDY  
LOCATION MAP

MARCH, 2019

FIGURE NO. 1

**RESOLUTION NO. 2019-XXX**

**A RESOLUTION AUTHORIZING ENGINEERING PROPOSAL FOR ANNEX SERVICE  
FEASIBILITY STUDY**

**WHEREAS**, it has been determined that 17 annexed properties were designated as having immediate access to either sanitary sewer service or water service; and,

**WHEREAS**, the Council Committee of the Whole discussed how these properties were defined and determined it would be in the best interest of the City to know the feasibility to provide utility stub-outs to these identified properties; and,

**WHEREAS**, Bolton and Menk, Inc. provided a proposal for service of such work which includes feasibility and opinion of probable cost to extend each service to the parcel right of way line; and,

**WHEREAS**, the fee for such work is in the amount, not-to-exceed, \$4,950.00; and,

**WHEREAS**, funding for this item is the Sewer Fund fund, Engineering;

**NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota** to hereby accept the proposal by Bolton and Menk, Inc. for service to complete a feasibility study extend service to the right of way for the 17 annexed properties defined in "Exhibit A" in the amount, not to exceed, \$4,950.00.

This Resolution was duly adopted by the Isanti City Council this 2<sup>nd</sup> day of April, 2019.

---

Mayor Jeff Johnson

Attest:

---

Katie Brooks  
Human Resources / City Clerk

# Exhibit A



**BOLTON  
& MENK**

7533 SUNWOOD DR NW, SUITE 206  
RAMSEY, MINNESOTA 55303  
Phone: (763) 433-2851  
www.bolton-menk.com

2019 ANNEXED PARCELS  
SERVICE ACCESS STUDY  
LOCATION MAP

MARCH, 2019

FIGURE NO. 1



## MEMO

**To:** Mayor Johnson and Members of the City Council  
**From:** Josi Wood, City Administrator  
**Date:** April 2, 2019  
**Subject:** Resolution to Approve an Amendment to the City of Isanti Personnel Policy, Section 6

---

Information was brought to Committee of the Whole on February 19<sup>th</sup> and March 19<sup>th</sup> regarding reinstating compensatory time for exempt employees. It was also discussed to dissolve the Administrative Leave Banks as this time did not adequately reflect seasonal changes and meetings attended by all exempt employees.

The following Resolution and attached revised Personnel Policy, section 6 describes the recommendations by Committee of the Whole.

### Request

Staff is requesting action on this item

### Attachments

- Resolution 2019-XXX
- Personnel Policy, Section 6 Revisions

**RESOLUTION NO. 2019-**

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF ISANTI PERSONNEL  
POLICY, SECTION 6, COMPENSATION, OVERTIME/ COMPENSATORY TIME, EXEMPT  
EMPLOYEES FOR ADDITION OF COMPENSATORY TIME AND REMOVAL OF  
ADMINISTRATIVE LEAVE FOR EXEMPT EMPLOYEES**

**WHEREAS**, compensatory time for exempt employees was removed from the Personnel Policy in 2015; and,

**WHEREAS**, there was discussion March 19<sup>th</sup> at Committee of the Whole to amend the Personnel Policy to allow compensatory time for exempt employees which could increase morale and employee retention; and,

**WHEREAS**, there was also discussion to remove the Administrative Leave Bank hours for exempt employees as it does not sufficiently reflect positions who may have heavier seasonal workload or attend meetings outside of the regular work schedule; and,

**WHEREAS**, from reviewing this matter with exempt employees, and the current Personnel Policy, the Committee of the Whole recommends the addition of compensatory time for exempt employees and removal of the Administrative Leave time;

**NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that** the following policy change 'Exhibit A' is approved for exempt employees as outlined below and as amended in the attached Personnel Policy, Section 6, Compensation, Overtime/ Compensatory Time/ Exempt Employees:

1. New employees as of April 3, 2019 can track and accrue compensatory hours.
2. Current exempt employees who received administrative leave bank hours in 2019 will be allowed to track their compensatory time starting April 3, 2019 but may not accrue compensatory time until 48 hours have been tracked and approved by the City Administrator. Employees are to turn in their tracked hours to the City Administrator with their timesheet for approval.
3. New hire exempt employees will not receive administrative leave bank hours.
4. Current exempt employees who have administrative leave time in 2019 will be allowed to use those hours. Any hours not used at the end of the year will be forfeited.
5. Remaining administrative leave bank hours will not be paid out when an employee leaves the City.
6. The attached Personnel Policy amendment is approved and will be in effect as of April 3, 2019.

Adopted by the Isanti City Council on this 2<sup>nd</sup> day of April, 2019.

Attest:

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

\_\_\_\_\_  
Katie Brooks  
Human Resources / City Clerk

## **‘Exhibit A’**

### **City of Isanti Personnel Policy Section 6, Compensation Overtime/ Compensatory Time**

The City of Isanti has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. Each employee position shall be classed as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

The employee’s supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

A non-exempt employee may accrue compensatory time to a maximum of eighty (80) hours at any time. After a non-exempt employee accrues the maximum amount of compensatory time, they will receive overtime pay. All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records.

Unless defined in a bargaining agreement, overtime earned will be recorded as accrued compensatory time at the rate of time and one-half unless holiday pay. (See Section 9. Holidays) Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time accrued will be paid out when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

#### **Non-Exempt (Overtime-eligible) Employees:**

All overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over forty (40) in one workweek. Vacation, sick leave and paid holidays do not count toward “hours worked”. Compensatory time shall be taken as approved by the Department Head.

Employees to whom the Federal Fair Labor Standards Act (FLSA) Police Employees (Police Officers) applies shall be compensated for overtime work at one and one-half times their regular rate of pay to be given only in compensatory time except where precluded by law or policy. Unless defined in a contract, overtime hours are calculated on the basis of eighty (80) hours worked in a two (2) week pay period with the two (2) week period established from Sunday at 12:00 a.m. for a period of fourteen (14) days and ending on a Saturday at 11:59 p.m.

#### **Exempt (non-overtime-eligible) Employees:**



Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work forty (40) or more hours per week. Exempt employees do not receive extra pay for the hours worked over forty (40) in one workweek.

Exempt employees are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

Exempt employees are eligible for compensatory time at straight time for hours worked in excess of forty (40) hours in a work week under the policy as set out in the next paragraph. However, exempt employees forfeit any compensatory time accrued in excess of eighty (80) hours, measured pay period to pay period. Upon termination from employment, either voluntarily or involuntarily, exempt employees forfeit any accumulated compensatory time without payment.

The maximum time allowed to accumulate in an exempt employee's compensatory time bank shall not exceed eighty (80) hours at the end of a pay period, unless a lower amount is established by the City Administrator. The maximum hours in the compensatory time bank shall be measured pay period to pay period. Exempt employees may request and use compensatory time off in one hour increments, in the same manner as other leave requests.

The City of Isanti will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident and has no ~~compensatory time-administrative-banked-leave-banked~~.
- The employee is in a position that earns sick leave, receives workers' compensation wage loss benefits and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave and has no ~~administrative leave-compensatory time~~ banked.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the City in which the employee does not work a full week. In this case, the City will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness or injury, but:
  - Paid leave has not been requested or has been denied;
  - Paid leave is exhausted;
  - ~~Compensatory time administrative leave~~ has been exhausted;
  - The employee has specifically requested unpaid leave;
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.



- The City of Isanti may for budgetary reasons implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

The City of Isanti will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the City any amounts received by the employee as jury fees or witness fees.

If the City inadvertently makes an improper deduction to the weekly salary of an exempt employee, the City will reimburse the employee and make appropriate changes to comply in the future.

### **Leave Policy for Exempt Employees**

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt employees are Monday through Friday, 8 a.m. to 4:30 p.m., plus evening meetings as necessary.

Exempt employees are required to use paid ~~or administrative~~ leave when on personal business or away from the office for two (2) hours or more, on a given day.

Absences of less than two (2) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. Exempt employees must communicate their absence to the city administrator or his/her designee.

If one of the above employees regularly absents themselves from work under this policy and it is found that there is excessive time away from work which is not justified, the situation will be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

### **~~Administrative Leave Banks for Exempt Employees~~**

~~In recognition of additional hours that exempt employees put in throughout the year, exempt employees will have an additional leave bank called an administrative leave bank. On January 1st of each year, all exempt employees will have 48 hours of leave placed in their banks. Employees have the opportunity to burn down these banks each year. Any unused leave on December 31st of each year will be forfeited. Administrative leave hours will not be paid out when employees leave the City.~~



A Community For Generations.



## MEMO for Council Action

**To:** Mayor Johnson and Members of the City Council  
**From:** Josi Wood, City Administrator  
**Date:** April 2, 2019  
**Subject:** Consider Resolution Approving City Social Media Facebook Pages

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As discussed in Goal Setting 2019, social media is a great way to provide City information to our residents in a timely and efficient manner. The current city social media sites are the Isanti Family Farmers Market FB page and the Isanti Events and Community Center FB page. There was discussion at Goal Setting to add a City Hall, Liquor and Police Department Facebook Page.

Committee of the Whole discussed the City's need for Facebook sites and recommends the attached Resolution and document referenced as "Exhibit A" for direction and posting clarification.

### Request

Staff is requesting action on this item.

### Attachments

- Resolution 2019-XXX
- Social Media Guidelines - 'Exhibit A'

## **RESOLUTION NO. 2019-**

### **RESOLUTION APPROVING CITY SOCIAL MEDIA FACEBOOK PAGES**

**WHEREAS**, City Council met on January 29, 2019 to establish goals for year 2019 and having a presence on social media sites such as Facebook was an established goal; and,

**WHEREAS**, Staff presented information regarding city Facebook pages to Committee of the Whole on March 19, 2019; and,

**WHEREAS**, the City currently has a social media policy as defined in the Personnel Policy and further social media guidelines were established as outlined per this Resolution and 'Exhibit A';

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to approve the city having Facebook presence with a Liquor Store page, Police Department page, Official City page which includes Isanti events and community center information, and an Isanti Family Farmers Market page. The City Administrator or designee will manage the following:

1. A Site Administrator shall be assigned for each page to ensure quality and timeliness of posts.
2. The Site Administrator has the authority to post content that fits within the City's policy on social media. Posts should be directed to the City Administrator or his/her designee for approval if the Site Administrator needs direction or clarification.
3. Comments will not be allowed on any FB pages except for the Isanti Family Farmers Market. This may be re-evaluated at a later date.
4. Only City content will be allowed to be posted. This may be re-evaluated at a later date.
5. Information such as Overview, Demographics, History, Etc. should be written by the Site Administrator.
6. Layouts of banners should include the City of Isanti logo.

This resolution was duly adopted by the Isanti City Council this 2<sup>nd</sup> day of April, 2019

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Mayor Jeff Johnson

Attest:

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Katie Brooks  
Human Resources/City Clerk

## **'Exhibit A'**

### **Social Media Guidelines**

The City will strive to keep its citizens and business owners informed on city issues by utilizing social media.

When using social media to disseminate information, the posts will be factual and not personal opinion. The main communication goal is to educate. Information will be posted approximately once per week or as time allows for the Site Administrator. Notifications and important updates that are time sensitive will be posted as soon as practical and when the Site Administrator is able.

Posts will contain general information but may also include specific posts on subjects in the following areas:

- Administration
  - Post all council, commission, board agendas
- Community Development
  - How to access Building Information and Permits
  - Code Enforcement Information
  - Highlight new businesses in town with a link to their website
- Parks, Recreation and Culture
  - Park closures and/or notifications
  - Events and activities
  - Rain garden – Incentive Program
  - Community garden information
- Finance
  - Water, Sewer, Storm Sewer Billing – where does the money go to (pipes, operation, plant, et al)
  - City Finances, Levy, Budget
  - Property tax information
- Police
  - Public safety information
  - Crime watch info
  - Public requests for assistance in cases [crime alerts]
- Public Works
  - Sidewalks – clearing, reporting problems, etc.
  - Seal coating, crack sealing projects
  - Engineering projects
  - Flushing hydrants
  - City wide cleanup information



## Request for City Council Action

**To:** Mayor Johnson and City Council

**From:** Don Lorsung, Asst. City Administrator/Special Projects

**Date:** March 27, 2019

**Subject:** 2019 Nuisance Weed Abatement – Quotes for Service

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The City received 3 quotes for 2019 nuisance residential and large tract weed/grass abatement (lot mowing). The low quote for mowing services was submitted by Duff Companies, LLC. The quote for residential lot abatement is for \$50.00 per residential lot and \$25.00 mobilization charge (if the owner has already cut their grass). The quote for large tract abatement is a \$25.00 base charge per property and \$25.00 per hour of mowing.

As a part of this, Staff further recommends that the 2019 fee to be charged for properties abated using a private vendor would be the actual cost charged by the vendor to the City for the service and the \$25.00 non-compliance fee as designated in City Fee Schedule.

Attached for your consideration is a resolution accepting the quote for nuisance weed/grass abatement services.

## RESOLUTION 2019-XXX

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

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

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

**WHEREAS**, quotes were received and a tally of the quotes is provided on the attached 'Exhibit A';

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

1. To hereby award the low quote for mowing services for nuisance residential weed/grass abatement lots as provided within the specifications so posted and published to **Duff Companies, LLC** for the 2019 mowing season.
2. To hereby award the low quote for mowing services for nuisance large tract weed/grass abatement as provided within the specifications so posted and published to **Duff Companies, LLC** for the 2019 mowing season.
3. That **Duff Companies, LLC** provides a Certificate of Compliance as required under the Minnesota Workers' Compensation Law (if required).
4. That **Duff Companies, LLC** provides a copy of their liability insurance and names the City as an 'additional insured'.
5. That the quotation as signed by the vendor for the 2019 Growing Season constitutes a contract with the City of Isanti for said services. Mowing rates are listed in Attachment A.
6. That City staff is authorized to charge the administrative fee for billing of properties abated as designated in the City Fee Schedule; with the administrative fee, rate charge and any applicable sales tax charged to the responsible party.

This Resolution is hereby approved by the Isanti City Council this 2nd day of April, 2019.

Attest:

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

\_\_\_\_\_  
Katie Brooks  
Human Resources/City Clerk

Exhibit A

CITY OF ISANTI  
QUOTE OPENING

Feb. 20, 2019 – 8:00am to Mar. 25, 2019 – 1:00pm  
Nuisance Weed Abatement Services

<b>BIDDER</b>	<b>Residential Lot Cost</b>	<b>Mobilization Fee</b>	<b>Base Fee – Large Tracts</b>	<b>Hourly Fee – Large Tracts</b>
Master's Touch Maintenance 37350 Verdin St NW Stanchfield, MN 55080	\$60.00 per lot	\$45.00 per lot	\$60.00 per tract	\$45.00 per hour
Duff Companies 28555 Bayshore Dr NW Isanti, MN 55040	\$50.00 per lot	\$25.00 per lot	\$25.00 per tract	\$25.00 per hour
Jeff Sandquist 32937 Vickers St NE Cambridge, MN 55008	\$72.50 per lot	\$30.00 per lot \$200.00 per tract	\$200.00 per tract	\$75.00 per hour

**RESOLUTION NO. 2019-XXX**

**RESOLUTION APPROVING TRAINING REQUEST FOR MAYOR JOHNSON  
TO ATTEND THE LEAGUE OF MINNESOTA CITIES 2019 ANNUAL  
CONFERENCE**

**WHEREAS**, Mayor Johnson has requested to attend the annual League of Minnesota Cities 2019 Annual Conference; and,

**WHEREAS**, the conference will focus on training for those newly elected to Mayor and City Council positions; and,

**WHEREAS**, the training conference will be held on June 26<sup>th</sup>, 2019 through June 28<sup>th</sup>, 2019, in Duluth, MN; and,

**WHEREAS**, the cost of the conference and mileage are estimated at \$415.23.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota** that the training request received from Mayor Johnson is hereby approved to attend the LMC Newly Elected Officials Leadership Conference with the associated estimated cost for registration and mileage of \$415.23.

This resolution was duly adopted by the Isanti City Council this 2<sup>nd</sup> day of April, 2019.

Attest:

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Mayor Jeff Johnson

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Katie Brooks  
Human Resources/City Clerk

## RESOLUTION NO. 2019-XXX

### RESOLUTION OFFERING THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR TO SHEILA SELLMAN

**WHEREAS**, the City Council of the City of Isanti approves all new employees; and

**WHEREAS**, the City Council approved to advertise and accept applications to fill Community Development Director Position; and

**WHEREAS**, the Interviewing Panel selected the most qualified candidate for Community Development Director position; and

**WHEREAS**, the candidate's offer is contingent on successfully completing and passing a background investigation and reference check.

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

1. That Human Resources offered the Community Development Director position to Sheila Sellman for the City of Isanti and that she shall be eligible to start in that position after successfully passing a background and reference check.
2. That Sheila shall start at Step 3 of the Wage Scale at \$80,381.18 annually to reflect over 12 years of experience.
3. That Sheila Sellman shall receive a 10-day vacation bank to start.
4. That Sheila Sellman shall be on probationary status per the Personnel Policy in the position Community Development Director position effective April 23<sup>rd</sup>, 2019 or after.
5. That Sheila Sellman shall start at Step 4 of the Wage Scale at \$83,296.94 annually upon completion of 6-month probationary period.
6. That Human Resources is directed to complete all required documentation for the completion of an employment contract and employment offer.
7. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of April, 2019.

Attest:

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

\_\_\_\_\_  
Katie Brooks  
Human Resources/City Clerk





## **Request for City Council Action**

**To:** Mayor Johnson and City Council

**From:** Don Lorsung, Asst. City Administrator/Special Projects

**Date:** March 28, 2019

**Subject:** Heritage Estates Development Agreement

Please find attached a proposed Development Agreement for the Heritage Estates Development. The proposed Development Agreement is our standard template updated and modified for the Homeowner's Association which will be responsible for the long term maintenance of utility improvements.

Attached for your consideration is a Resolution approving the Development Agreement for Heritage Estates.

**RESOLUTION NO. 2019-XXX**

**A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR  
HERITAGE ESTATES SUBDIVISION**

**WHEREAS**, Level Contracting LLC, Inc. has an approved final plat known as Legacy Pines consisting of 50 residential lots in a Planned Unit Development; and,

**WHEREAS**, a Development Agreement for Heritage Estates has been prepared and signed by the Developer and is ready for consideration by the City Council of the City of Isanti; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Isanti, Minnesota hereby approves this Resolution with the following conditions:

- 1) A Letter of Credit in an amount approved by the City Engineer and in form approved by the City Attorney is submitted to the City.
- 2) That all documents for the Homeowner's Association be reviewed and approved by the City Attorney prior to release of the Final Plat for filing with Isanti County.
- 3) Prior to the signing of the development agreement any outstanding escrows, fees and/or financial guarantees, as stated within the development agreement, shall be established and/or paid.

**IT IS FINALLY RESOLVED**, that the City Council of the City of Isanti, Minnesota hereby direct the Mayor and City staff to execute said development agreement.

This Resolution hereby approved by the City Council of the City of Isanti this 2nd day of April, 2019.

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Mayor Jeff Johnson

ATTEST:

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Katie Brooks  
City Clerk/Human Resources

**CITY OF ISANTI  
ISANTI COUNTY, MINNESOTA  
DEVELOPMENT AGREEMENT  
HERITAGE ESTATES**

**THIS AGREEMENT (the “Agreement”),** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **CITY OF ISANTI**, a Minnesota municipality organized under the laws of the State of Minnesota (hereinafter referred to as “City”) and **Level Contracting, LLC.**, a Minnesota limited liability corporation (hereinafter referred to as “Developer”).

**RECITALS:**

**WHEREAS**, the City Council of the City has, by Resolution No. 2018-\_\_\_\_, on November 20, 2018 approved a Preliminary Plat, known as "Heritage Estates (“The Preliminary Plat”). As to the real property covered by the Preliminary Plat, this Development Agreement is in conformance with the Development Agreement, Sun Prairie, dated April 27, 2005, as filed with the County Recorder of Isanti County, Minnesota, as Document No. 349096 (the “Existing Agreement”). In cases where there is variance between the two Development Agreements, the terms of this agreement supersedes the Existing Agreement; and

**WHEREAS**, the Final Plat of Heritage Estates, contemplates development of approximately 9.20 acres of real property legally described as set forth in Exhibit A as attached hereto and made a part hereof, into 50 residential housing units ("Lots"); and

**WHEREAS**, it is the policy of the City to enter into development contracts as contemplated in Minnesota Statutes 462.358, Subd. 2(a); and

**WHEREAS**, the City and Developer desire to set forth their respective rights and obligations in this Agreement.

**NOW, THEREFORE**, in consideration of the Recitals, the premises and of the mutual promises and conditions contained herein, it is agreed by the City and the Developer as follows:

**1. Development Agreement Provisions.** Subject to such changes as may be agreed between the City and the Developer(s), the Preliminary Plat and all subsequent Final Plats to follow shall include the following provisions:

**2. Escrow for City Costs and Fees.** Developer shall, contemporaneously with execution of the Development Agreement, deposit with the City an escrow of \$5,000.00 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. A separate escrow will be established with the Developer for the Final Plat. All fees and costs incurred by the City in connection with the Final Plat of the Development shall be charged against said escrow account which shall remain in effect until the completion of the Development Phase. Any funds remaining in the escrow account after the completion of the applicable Final Plat and development shall be refunded to the Developer. During the development process, in the event that the escrow account is depleted, the Developer shall post additional sums of money to replenish the account to a maximum of \$5,000.00 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.

**3. Road System.** The Developer will be using the existing City road system consisting of the following roads:

1. Cherrywood Lane NE
2. 8<sup>th</sup> Avenue NE
3. 9<sup>th</sup> Avenue NE

**4. Developer Installed Improvements.** The Developer shall construct the following described improvements for the Development, which are hereinafter collectively called “Developer Installed Improvements.” These improvements, once installed, shall be privately maintained through a Homeowner’s Association. The Developer Installed Improvements shall be constructed at the Developer’s expense and in accordance with City requirements and specifications. The Developer shall engage at its own expense a registered professional civil engineer to prepare plans and specifications for the Developer Installed Improvements. These plans shall be submitted to the City for review and be approved by the City Engineer. The Developer agrees to City inspection of all Developer Installed Improvements and payment for said inspection services.

- a. The Developer shall construct and/or be responsible for the installation of sanitary sewer, water mains, storm sewer systems, street lights, sidewalks and trails in accordance with City standards. Watermain systems shall be looped in accordance with City requirements.
- b. The Developer is responsible for all repairs required due to the installation of improvements on existing bituminous streets. This includes curb and gutter and road signage systems.
- c. The Developer shall provide adequate off-street parking on all lots abutting on temporary cul-de-sacs, or termination turnarounds, so that the City can prohibit on-street parking if necessary for safety and maintenance purposes.
- d. Where grading is required, soils inspection and compaction testing shall be conducted by a registered professional engineer on all areas where soil has been disturbed. All grading shall be done in accordance with a Grading Plan approved by the City Engineer. A minimum of one (1) compaction test shall be obtained for every two (2) foot increment of fill that is placed. A summary of all

inspections and compaction tests shall be provided to the City upon completion of the grading. The Developer shall provide a 79G, final compaction report for each lot that has more than two (2) feet of fill. It is recognized that the property may have been rough graded prior to the date of the Development Agreement.

e. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground where possible within platted utility easements or roadway rights-of-way.

**5. Erosion Control.** Soil stabilization shall be employed throughout each Plat as required to insure the integrity of the soils. The Developer shall use topsoil, mulching, seeding, silt fence, and other such means as are approved by the City to prevent erosion of the soils. An erosion control plan shall be submitted by the Developer and approved by the City Engineer before a grading permit is issued for the Development. Before any grading is started on site, all erosion control measures, as shown on the erosion control plan approved by the City, shall be installed. The Developer shall be responsible for compliance with the approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be the Developer's responsibility. Work to correct said unsatisfactory condition shall commence within forty-eight (48) hours from the time of the telephone notice. If said work is not commenced within forty-eight (48) hours of said telephone notice, the City is hereby given the right to enter upon the property and to proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, the Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If the Developer does not immediately respond to said unsatisfactory condition, the City is hereby given the right to enter upon the property and correct said condition at the expense of the Developer. The City shall be entitled to all of its reasonable costs and expenses associated with correction work done under this paragraph, including, but not limited to legal, fiscal and engineering costs. The City may at its option invoice the said costs for direct payment from the Developer or proceed to draw on the Developer's escrow established under paragraph 2 or the financial guarantee provided under paragraph 14.

The erosion control plan shall be in accordance with the Minnesota Pollution Control Agency's NPDES Phase II requirements.

**6. Street Cleaning:** The Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Development. A copy of said contract shall be submitted to and approved by the City, in its discretion, prior to the issuance of a grading permit. This contract shall name the City as an authorized agent to order street cleaning services, as the City deems necessary. The Developer shall pay for the cost of the street cleaning under the contract. During development of the Plat, the Developer shall keep the streets adjoining its Development free of dirt and debris caused by its Development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Development, the City is hereby authorized to immediately commence street cleaning operations if the streets are not cleaned by the Developer by 3:30 p.m. the day after the day of the violation. If conditions are such that street cleaning operations are immediately necessary, the City may perform the necessary street cleaning. The City will then bill the Developer for all associated street cleaning costs. Failure to reimburse the City for street cleaning costs within ten (10) days of such billing will result in the City drawing funds from the Developer's escrow established under paragraph 2 or the financial guarantee provided under paragraph 14.

**7. Stormwater:** The Developer shall construct storm sewer, swales, and/or such other storm water drainage devices as shall be necessary to control drainage within the Plat. A storm water drainage plan must be submitted to the City and approved by the City and the City's Engineer before any work is done within the Plat. Storm water systems shall be designed based on 100 year high water levels. No storm water retention or pond areas shall be constructed on residential lots. Drainage easements shall be given so as to cover storm water conveyance needs. The Developer shall construct any required drainage and retention ponds in Outlot areas and shall convey title to the Outlots upon which the ponds are constructed to the City. Said conveyance shall be free and clear of any taxes due and, if recorded after the county cut off period for converting property to tax exempt status, the Developer shall be responsible for all taxes the following year. The Developer shall

maintain all drainage area easements on each Lot and no improvements, landscaping or grading shall be permitted in drainage area easements which would interfere with drainage.

**8. Sidewalks/Trails:** The Developer shall build all required sidewalks and trails located within the Development according to the approved plans associated with the Development. These improvements, once the warranty period has expired, shall be accepted by the City of Isanti.

**9. Street Lights:** Street lights shall be installed within the Plat according to a lighting plan, which will first be approved by the City Engineer. The Developer shall also submit a street lighting plan to Connexus Energy for its review, comment and approval. The installation of the street lights shall be coordinated with Connexus Energy so that the street light system is installed, constructed and operated in such a manner as will harmoniously exist with other street lights within the area. Lights shall be placed on 8<sup>th</sup> Avenue NE, 9<sup>th</sup> Avenue NE and Cherrywood Lane NE. Street lights must be installed prior to acceptance of the municipal improvements and the beginning of the warranty period.

**10. Street Repair:** It is anticipated that heavy construction equipment will be using City and County roads to access the Plat, including, but not limited to, 8<sup>th</sup> Avenue NE, 9<sup>th</sup> Avenue SE, and Marion Street SE. The Developer shall be responsible for the reconstruction and/or repair of said street(s) identified as damaged by the City of Isanti following completion of construction within the Plat. Said reconstruction shall return the street(s) to an equal or better condition than existed prior to commencement of the Development. Plans for such work shall be approved by the City Engineer prior to commencement of reconstruction or repair work. The Developer shall instruct all construction crews to ensure that the properties adjacent to this Plat have access to their property at all times during construction.



**11. Schedule:** All work for the Developer Installed Improvements, including street, sanitary sewer, storm sewer, and municipal water, shall be done subject to the approval of the City in accordance with City standards and requirements. All Developer Installed Improvements shall be fully completed to the reasonable satisfaction and approval of the City by the target date, which will be set for each Final Plat of the Development, subject to unavoidable delays. For the purposes of each Development Agreement, “unavoidable delays” means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fires or other casualty to the Developer Installed Improvements, litigation commenced by third parties which by injunction or other similar judicial action that directly results in delays, or acts of any Federal, State or local government unit that results in delays, or any unforeseen circumstances beyond the Developer’s reasonable control.

**12. Notice to Proceed:** The Developer agrees not to commence any grading, utility or street work within the Development until first receiving a written “Notice to Proceed” from the City Engineer.

**13. Warranty of Improvements:** The Developer represents and warrants that all of the Developer Installed Improvements made shall be guaranteed to be properly functioning as designed for a period of two (2) years following approval by the City of the Developer Installed Improvements (“Warranty Period”). In the case of any material or labor that is supplied and that is reasonably rejected by the City as defective or unsuitable, then the rejected materials shall be removed and replaced with approved material, and the rejected labor shall be done anew to the reasonable satisfaction and approval of the City at the sole cost and expense of the Developer. In any event, none of the Warranty Periods identified herein shall begin to run until all of the Developer Installed Improvements have been approved by the City. If the Developer does not proceed to correct or repair improvements under this section once notified by the City, it shall be considered an Event of Default under the Development Agreement. The Developer shall post a letter of credit to guarantee completion of warranty items.

**14. Financial Guarantee:** The Developer shall provide a financial guarantee to the City, in the form of a cash escrow or irrevocable letter of credit in the amount equal to one hundred twenty five percent (125%) of the estimated amount of the required Developer Installed Improvements to be completed in the Development. Such financial guarantee shall be subject to the City's approval as to the documentation evidencing the guarantee. Any letter of credit shall be from a FDIC insured financial institution approved by the City. The City's Engineer shall calculate the estimated cost of completion of the Developer Installed Improvements for the Development. One hundred twenty five percent of that amount will be required as a financial guarantee. Except as hereinafter provided, the City shall have the right to retain the financial guarantee until the Developer Installed Improvements have been completed to the satisfaction of the City. The Developer may request reduction of the escrow or letter of credit amount as work on the Developer Installed Improvements progresses. When making any such request, the Developer shall send a written request to the City's Engineer for a specific reduction in the amount of the escrow or letter of credit. The City Engineer shall review that request and make a recommendation to the City as to whether or not the escrow or letter of credit should be reduced and if so, to what amount. The City shall then decide whether or not to reduce the escrow or letter of credit. The City, however, will not reduce the escrow or letter of credit, below 20% of the estimated cost of the Developer Installed Improvements until after submittal of record plan documents as required by paragraph 25, or below ten percent (10%) of the total construction cost of the Developer Installed Improvements until two (2) years following expiration of the warranty for the Developer Installed Improvements. At that point, the escrow or letter of credit shall be released or refunded, as the case may be, assuming no warranty work remains to be done.

**15. Signs, Signals, & Markings.** All costs associated with said markings, signs and signals are to be borne by the Developer. Placement of signage, whether on a temporary basis for construction, or on a permanent basis as part of the Development, shall be as directed by the City Engineer.

**16. Lowest Floor Elevations.** No building shall be constructed on any of the Lots herein unless the lowest floor elevation is at least two (2) feet above the 100-year flood elevation or two (2) feet above the high groundwater elevation, whichever is greater, for the subject property. Additionally, the lowest floor elevation shall be specifically referenced and designated, for each Lot, on a certificate of survey, which survey shall be provided to the City before any building permits are issued.

**17. House Sizes and Locations – Planned Unit Development.** The house sizes and locations for those houses shall be in accordance with the Housing Size Location Plan, as approved in the Planned Unit Development.

**18. Park Fee.** The City has a policy to build up a capital account for future park acquisition and/or development by means of a park dedication fee. For the Final Plat the Developer agrees to pay a park dedication fee based on the number of residential units. Park Fees for Final Plats approved shall be as per the City Fee Schedule. Fees shall be paid before the City signs the Final Plat.

**19. Signal Light Fee:** The Developer shall contribute a signal light fee based on the number of residential units (Lots). Signal Light fees for Final Plats approved after that date shall be as per the City Fee Schedule. Fees shall be paid before the City signs the Final Plat.

**20. Trunk Utility Charge:** The Developer shall pay a utility trunk charge based on the number of residential units (Lots) as per the City Fee Schedule. Trunk Utility fees for Final Plats approved after that date shall be as per the City Fee Schedule. Fees shall be paid before the City signs the Final Plat.

**21. Agency Approval.** The Developer agrees to submit the utility plans, or any portions thereof, to all appropriate federal, state, county or local governing agencies or bodies for their written approval.

**22. Plat Conditions.** All general and special conditions, plans, special provisions, proposals, specifications and contracts for the Plat shall be and hereby are made apart of this Agreement by reference as if fully set out herein in full.

**23. Miscellaneous Provisions.** The Developer specifically understands that approval for Heritage Estates is given subject to the following requirements:

- a. The Final Plat must be submitted by the Developer to the City for recording (and the Mylar “hard shells” must be fully executed) within one hundred twenty (120) days of the Council motion giving Final Plat approval or else said approval shall be null and void. The Developer will pay for all costs pertaining to Plat recording. The Developer shall also submit the Final Plat and “as constructed street and utility plans” in electronic format. The electronic format shall be the most current version of AUTOCAD in NAD 83 Isanti County Coordinates for mapping purposes.
- b. Final Plat approval shall be contingent upon compliance with grading, storm water drainage, and utility plan approval by the City.
- c. All applicable conditions of Plat approval must be met before any deeds are stamped for recording and prior to the recording of the Final Plat at the Isanti County Recorder’s Office.
- d. No building or other permits shall be issued, until the Final Plat has been recorded with the Isanti County Recorder; all street signs have been erected by the Developer (as determined by the City); and curb, gutter and the bituminous base course has been placed. This provision specifically requires that the surface water drainage system must be completed and functioning to the satisfaction of the City.
- e. Each Single Family structure in future Phases shall meet the square footage requirements for the home and garage, and setback requirements per the Planned Unit Development and all applicable City Code and Ordinance requirements
- f. The Developer shall pay all fees relating to this subdivision, including the cost of recording documents relating to Developer’s responsibilities hereunder with Isanti County.

- g.** Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- h.** Drainage and erosion control methods for this development shall be completed prior to the City accepting the roadway or approving the Developer Installed Improvements. All work shall be inspected by the City to insure that it complies with City standards. The Developer is responsible for complying with the provisions of the MPCA's NPDES Stormwater Permit. Where the MPCA and City requirements differ, the more stringent or restrictive requirement shall govern.
- i.** The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- j.** The Developer shall remove all temporary soil stabilization and erosion control devices, such as silt fencing, before the escrow held by the City is returned to the Developer.
- k.** No material deviations from the approved Final Plat and or construction plans shall be allowed unless approved in writing by the City.
- l.** The Developer shall dedicate all required street and utility easements.
- m.** The Developer shall dedicate temporary cul-de-sac easements and install a temporary bituminous cul-de-sac at the end of Phase 1 paved roads, built to City standards.
- n.** The Developer shall provide the City with accurate and complete legal descriptions of all parcels of land that are to be subdivided as a part of this project.
- o.** A certificate of survey shall be provided by the builder to the Building Inspector for each Lot at the time a building permit is requested for that Lot. The Developer shall also provide to the City a certificate indicating that all Lots in the Development are graded as per the grading plan submitted.
- p.** The Developer shall provide on-site a sufficient number of portable outhouses to be available for the persons who will be working on-site.
- q.** During the installation of the Developer Installed Improvements, Developer shall remove all tree waste; junk, miscellaneous debris, junk vehicles, and any

other personal property from land still owned by Developer pursuant to the City Code and shall seal wells as directed by the State of Minnesota.

r. Deed restriction shall advise owners of all lots of the requirements of this Development Agreement as follows: THE LAND WITHIN THIS PLAT, INCLUDING THE LAND CONVEYED HEREIN, IS BOUND BY RESTRICTIONS IN A DEVELOPMENT AGREEMENT. SAID DEVELOPMENT AGREEMENT IS ON FILE AT THE OFFICE OF THE ISANTI COUNTY RECORDER FILED AS DOCUMENT NO. \_\_\_\_\_.

s. The Developer is responsible for the installation of mailboxes according to the United States Postal Service regulations. The Developer shall work with the local Postmaster to identify mailbox locations. The mailboxes must be installed before a Certificate of Occupancy is issued.

**24. Special Provisions.** The following shall apply:

**a. Tree Preservation Plan** – As applicable, a Tree Preservation Plan shall be prepared by the Developer and approved by the City for portions of the Development that have significant or specimen tree stands. Such plan shall show the location of homes and grading of those Lots, so as to protect as many of these trees as possible.

**b. Planned Unit Development** – The Development is approved by the City as a Planned Unit Development, in which the conditions of such approval, authorized in City Council Resolution 2018- 284, shall apply.

**c. Homeowners Association** – As a condition of approval, the Developer agrees to form a homeowner's association in which membership is mandatory for the owners of all housing units within the Development. The homeowner's association shall be solely responsible for operation, maintenance and repair of all Development Installed Improvements, including sanitary sewer, watermain and water services, and storm water improvements. All Developer Installed Improvements shall be maintained in accordance with all City Code, City Engineering and Public Works standards. The Developer agrees to provide a copy of all homeowner's association documents to the City, with approval subject

to review of the City Attorney. The City shall have no responsibility for any improvements or utilities located within platted easements or easements in favor of the Association.

**d.** The Developer agrees to pay liquidated damages to the City if any Lot, upon which a home has been built, has a real estate closing to an individual intending to use such home as a residence before a certificate of occupancy has been issued for that Lot and/or before all Developer Installed Improvements within the Plat are certified as being substantially completed by the City. Specifically, the Developer agrees to immediately pay to the City liquidated damages in the amount of one thousand dollars (\$1000.00) for each such closing which occurs in violation of this paragraph. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to in paragraph 14 as security for payment of any liquidated damages owed to the City and to withdraw any such liquidated damages from said financial guarantee. The City reserves the right to withhold issuance of a Certificate of Occupancy in addition to liquidated damages until all Developer Installed Improvements are certified as being substantially complete.

**e.** The Developer agrees to pay liquidated damages to the City, in the amount of five hundred dollars (\$500.00), if the Developer encroaches upon any City road right-of-way or utility easement without first obtaining a written permit from the City expressly authorizing said encroachment. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to above as security for payment of any liquidated damages owed to the City and to withdraw any such liquidated damages from said financial guarantee.

**f. Sodding and Seeding Requirements.** All boulevards, public areas, and storm water drainage areas shall be initially seeded and stabilized at completion of mass grading operation by the developer. Prior to issuance of a certificate of occupancy of a single-family residence, it shall be the responsibility of the builder or home owner to install sodding in all lot front yards, side yards, and back yards per City Zoning Ordinance. Said sodding shall be complete, established and growing within sixty (60) days of issuance of a Certificate of Occupancy, except that, if the Certificate of Occupancy is issued between the dates of October 1 and May 1,

then the sodding required herein shall be complete, established and growing no later than July 1 with the appropriate escrow established for the lot.

(1) All Lots shall receive four (4) inches of premium top soil (as defined by MNDOT, from a source approved by the City Engineer) prior to sodding, in accordance with City Ordinance 445, Zoning Ordinance.

(2) All seeded areas in the development shall be tilled to loosen compacted soils and receive 4 inches of topsoil. MNDOT #25 seed mix shall be used for all constructed storm water ponds and replacement areas.

**25. Record Information Requirements.** Following completion of all development activities, the Developer shall provide to the City “as-built” plans for all Developer Installed Improvements and land within the Plat. This information shall be provided to the City by two (2) printed copies, one (1) mylar “hardshell” and one (1) in an electronic GIS file format acceptable to the City Engineer. Such record drawings shall be submitted by the Developer and approved by the City Engineer, prior to the City approving the Developer Installed Improvements and starting the warranty period. As-built information shall include:

- a. Topography in two-foot contour intervals.
- b. Water System facility information, including:
  - (1) Location, size and depth of all mains;
  - (2) Location and type of all valves; and,
  - (3) Location of all hydrants.
- c. Sanitary sewer facilities information, including:
  - (1) Location, size and depth of all mains;
  - (2) Location and invert elevations of all manholes; and,
  - (3) Location, size and depth of all lift stations.
- d. Storm sewer facilities information, including:
  - (1) Location, size and depth of all storm sewers;
  - (2) Location and invert elevations of all manholes; and,
  - (3) Location, type and outflow elevations of all storm water control structures.



- e. Flood plain boundaries.
- f. Ordinary high water elevation for all water bodies.
- g. Location of all easements and restrictive covenants.
- h. Location of all road rights-of-way.
- i. Location of all streets, sidewalks and trails.
- j. Location and description of all surveying monuments.
- k. The Developer shall also provide such other information regarding the Plat as is reasonably requested by the City.

**26. Warranty of Title.** The Developer warrants and represents to the City that it is the fee owner of the land described in the Plat and that it has authority to execute the Development Agreement and agree to the conditions hereof. The Developer also represents and warrants that the use for which this Development is sought will not violate any restrictive covenants applying to the property.

**27. Lien Waivers** – Copies of signed and recorded lien waivers are required from each of the Developer's Contractors and Subcontractors. The Lien Waivers shall be submitted to and approved by the City Engineer prior to accepting the Developer Installed Improvements and starting the warranty period.

**28. Binding Effect.** This Agreement shall be deemed to be a restrictive covenant and the terms and conditions hereof shall run with the land described herein and be binding upon and inure to the benefit of the heirs, representatives and assigns of the parties hereto, and shall be binding upon all future owners of all or any part of the subdivision, and shall be deemed covenants running with the land. Reference herein to the Developers, if there be more than one, shall mean each and all of them. This Agreement shall be placed of record so as to give notice hereof to subsequent purchasers and successor owners. The cost of said recording shall be borne by the Developer

## **29. Restrictions on Transfer/Indemnification.**

**a. Indemnification.** The Developer agrees to defend and hold the City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorney's fees, arising out of actions or omissions by the Developer, its employees and agents, in connection with the Development.

**b. Enforcement by City; Damages.** The Developer acknowledges the right of the City to enforce the terms of the Development Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. The Developer also acknowledges that its failure to perform any or all of its obligations under the Development Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of the Development Agreement.

**30. Hold Harmless Agreement.** The Developer acknowledges that its failure to control erosion in accordance with the plans and exhibits as contained herein may cause flooding and/or damage to adjoining property owners. In such event, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties or the Developer for damages arising out of such flooding and/or damages.

Further, in the event the City undertakes any corrective actions to prevent or minimize any such flooding and/or damage, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties for damages arising out of said corrective action by the City, and agrees to reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to, any cost necessary to re-landscape disrupted soils located within the Development.

**31. Insurance.** The Developer will provide and maintain or cause to be maintained at all times during the process of construction of the Developer Installed Improvements until six (6) months after acceptance of all Developer Installed Improvements and, from time to time at the request of the City, furnish with proof of payment of premiums on:

a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of the Developer's work or work of any of its subcontractors. Limits for bodily injury or death shall not be less than \$1,000,000.00 for one person and \$2,000,000.00 for each occurrence; limits for property damage shall not be less than \$500,000.00 for each occurrence. The City, City Engineer, and Developer's Engineer shall be additional named insureds on said policy. The Developer shall file a copy of the insurance coverage with the City.

b. Worker's compensation insurance as required by statute.

**32. Events of Default.**

a. **Events of Default Defined.** The following shall be "Events of Default" under the Development Agreement and the term "Event of Default" shall mean, whenever it is used in the Development Agreement, any one or more of the following events:

(1) Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Developer Installed Improvements pursuant to the terms, conditions and limitations of the Development Agreement. For purposes of this Agreement, "unavoidable delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts

of any federal, state or local governmental unit, and which directly results in delays

(2) Failure by the Developer or Homeowner's Association to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under the Development Agreement.

**b. Remedies on Default.** Whenever any Event of Default occurs, the City may take any one or more of the following:

(1) The City may suspend its performance under the Development Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Development Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

(2) The City may initiate such action, including legal, equitable or administrative action, as is necessary for the City to secure performance of any provision of the Development Agreement or recover any amounts due under the Development Agreement from the Developer, or immediately draw on the financial guarantees provided by the Developer pursuant to the Development Agreement.

(3) The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.

(4) The Developer agrees that if the escrow or financial guarantee is insufficient or terminates, the City has the right in its sole discretion, but shall have no obligation, to use the special assessment process under Minnesota Statute, Chapter 429, to construct and pay for uncompleted Developer Installed Improvements or to correct and repair any non-compliant improvements under warranty, or to cure any default in performance of any obligations of the Developer or the Homeowner's Association under the terms of this agreement. This constitutes a petition by all current and future owners of lots within the development to

undertake such public improvements under Minnesota Statutes, Chapter 429.

**33. Notice and Demands.** Except as otherwise expressly provided in the Development Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; to the addresses as follows:

<b>a. Developer</b>	Level Construction, LLC 20891 145 <sup>th</sup> Street NW Elk River, MN 53330
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<b>b. City</b>	City of Isanti City Administrator P.O. Box 428 Isanti, MN 55040
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Either party may designate an additional or another address upon giving notice to the other party pursuant to this paragraph.

**34. Disclaimer of Relationship.** Nothing contained in this Agreement or any Development Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of a third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

**35. Receipt Acknowledgment.** The City shall acknowledge receipt of the funds received at the time the Development Agreement is signed.

**36. Other Provisions**

**a. Modifications.** The Development Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

**b. Counterparts.** The Development Agreement may be executed in any number of counterparts, each one of which shall constitute one and the same instrument.

**c. Judicial Interpretation.** Should any provision of the Development Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and/or attorneys of both parties have participated in the preparation thereof.

**d. Governing Law.** The Development Agreement shall be construed under the laws of the State of Minnesota.

**e. Severable Provisions.** If any word, phrase, clause or part of this Agreement is found unenforceable, the balance of the Agreement shall remain in full force and effect.

**The Remainder of this page is left intentionally blank.**

**IN WITNESS WHEREOF**, the City and Developer have caused this Agreement to be duly executed on the day and year first above written.

**CITY OF ISANTI**

By \_\_\_\_\_

Mayor

By \_\_\_\_\_

City Administrator

**STATE OF MINNESOTA )**

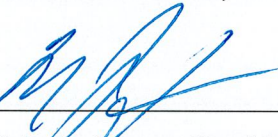
**) ss.**

**COUNTY OF ISANTI )**

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public, personally appeared Jeff Johnson and Josi Wood, 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 Administrator and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.

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

**Level Construction, LLC**

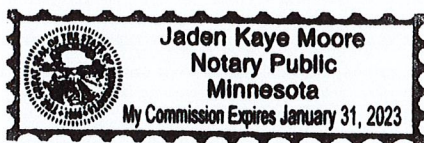
By   
Monty Jensen, President

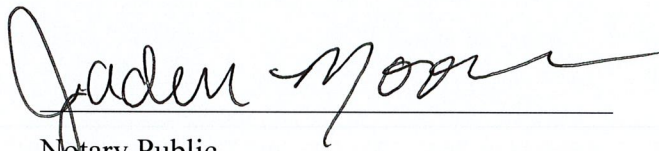
**STATE OF MINNESOTA )**

**) ss.**

**COUNTY OF RAMSEY )**

On this 2<sup>nd</sup> day of March 2018, before me, a Notary Public, within and for said County and State, personally appeared Monty Jensen, to me personally known, who, being by me duly sworn did say that he is the President of Level Construction, LLC., a Minnesota limited liability corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

This document was drafted by:

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



## RESOLUTION 2019-XXX

### RESOLUTION APPROVING AMENDMENT TO THE 2019 BUDGET

**WHEREAS**, on December 4, 2018 the City Council approved the City of Isanti 2019 Budget; and,

**WHEREAS**, the 2019 budget includes a pay rate of \$11.50 per hour for seasonal employment; and,

**WHEREAS**, the Isanti City Council has determined a pay rate of \$13.00 per hour necessary to be able to fill the budgeted positions, and that sufficient funds have not been expended as the Public Services Director position has been vacant thus far in 2019, to offset the aforementioned pay increase; and,

**WHEREAS**, the Isanti City Council authorizes the following amendments to the 2019 budget.

	CURRENT	PROPOSED	CHANGE
101-43100-100	\$ 125,217.00	\$ 124,682.00	\$ (535.00)
101-43100-101	\$ 4,096.00	\$ 4,631.00	\$ 535.00
101-43210-100	\$ 4,800.00	\$ 3,922.00	\$ (878.00)
101-43210-101	\$ 6,730.00	\$ 7,608.00	\$ 878.00
101-45300-100	\$ 134,047.00	\$ 132,444.00	\$ (1,603.00)
101-45300-101	\$ 23,990.00	\$ 25,593.00	\$ 1,603.00

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to amend the 2019 budget.

This Resolution is hereby approved by the Isanti City Council this 2<sup>nd</sup> day of April, 2019.

Attest:

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

\_\_\_\_\_  
Katie Brooks  
Human Resources/City Clerk

**CITY OF ISANTI  
PARKS, RECREATION, AND CULTURE BOARD  
MEETING MINUTES  
March 26, 2019  
City Council Chambers**

**1. Meeting Opening.**

**A. Call to Order.**

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

**B. Pledge of Allegiance.**

Everyone stood for the Pledge of Allegiance.

**C. Roll Call.**

**Members Present:** Jennifer Garvey, James Witte, Aaron Zdon, and Mayor Johnson

**Staff Present:** Josi Wood, City Administrator

**D. Agenda Modifications.**

Zdon asked if there were any agenda modifications, Wood stated there was one agenda modification for discussion of sign and lettering for Isanti Indoor Arena. Motion from Witte, second by Johnson; the motion passed.

**2. Approval of Minutes from February 26, 2019 Parks, Recreation, and Culture Board Meeting**

Motion by Witte second by Garvey. Minutes were unanimously approved.

**3. Adopt A Park Program**

Wood shared that it was requested by Park Board that this come back for discussion. She continued to share that she had updated the program back in 2013 or 2014 but have not had anyone partake in this. Zdon shared that Park Board was not aware of it. Wood stated that it has been part of the brochure and parks website with no interest. Witte asked if it is promoted on the Facebook. Wood stated that she was unsure if Katie ever shared it on Facebook. Garvey suggested that if it were changed to a one-year commitment it may get more people participating. Garvey suggested removal of the language pertaining to Mondays following a busy weekend or days directly following holidays and avoid areas where hazardous conditions may exist. Garvey continued to explain that the parking lot may be a place where it should be picked up as well. Wood suggested revising the language to say use caution in the area versus avoiding the area. Wood further suggested taking out the language of Public Works Department will provide tools and equipment required to perform tasks and have the groups responsible to provide the tools and equipment instead in order to prevent liability issues. Garvey suggested the language change to tools recommended. Johnson stated that the program should be reviewed. Wood shared that she should would review it for changes. Zdon stated that it could be looked at again in May.

**4. 2019 Park Visits**

Wood shared that last year everyone divvied up the parks and questioned the Board if that is how they wanted 2019 Parks. Wood continued to share that in previous years it seemed there was not enough time in one evening to get to all the Parks resulting in some Parks not getting looked at. Johnson questioned if the Board wanted to look at it as a group. Zdon stated that it takes hours and last year it was raining and cold. Zdon suggested divvying up the Parks again and everyone reporting back to the board. Johnson stated that one person is vacant and he would gladly take on the Parks of the vacant board member. Witte stated he would take River Bluff Park and Johnson agreed and said he would gladly take Legacy Park.

Wood questioned the Board if Katie Everett emailed out Park Ambassador Checklists ahead of time. Garvey stated that it was a good helpful guide with Johnson in agreeance. Garvey shared that the sooner the checklists were sent out the better. Wood said that she would email out the checklist.

## **5. Parks Updates**

Wood shared that March movie night attendance was about 20 for the Emoji Movie with another movie coming up called Guardians of the Galaxy. Wood continued to share that the Isanti Ambassadors are volunteering and that she would be doing that movie night.

Wood further shared that Committee of the Whole had discussed the Dog Park rules and they did recommend that it be included in City Code by Ordinance. Wood stated that City Code has other park rules, skate park rules and will have a separate article 3 that will include Dog Park rules.

Wood stated that Earth Day Cleanup is coming up and that she has all the materials. Wood shared that a few groups have expressed interest but have not committed yet.

The Farmers' Market pre-season meeting is on April 26 at the Community Center. There have been a lot of great vendors coming in but are still looking for a few more.

Wood stated that Katie Everett's last day was March 20<sup>th</sup>. City staff are interviewing this week with a lot of applicants some applicable and some not.

Wood shared that Facebook pages were discussed at Goal Setting and also discussed at Committee of the Whole. It is planned to go to City Council meeting on April 2<sup>nd</sup> to have different Facebook pages where a lot of great information can get to residents and community members. Wood further shared that due to staff capacity, to make sure there is not too many sites. The plan is to combine the official City of Isanti Facebook page with Isanti Events and Community Center.

## **6. CICB Request to Use Unity Ballfield- More information shared at meeting**

Wood shared the Cambridge-Isanti Competitive Baseball Association has reached out and had interest in Unity Ballfield. In the past there have been church leagues that have taken part in using that ballfield but not a lot. Last year there was only one church league that took advantage of the ballfield. Wood continued to share that a few years ago the field had a revamp where Public Works took bumps out of the field. Cambridge-Isanti Competitive Baseball Association has requested a flat season rate versus per day. Josh DeLeeuw from Cambridge-Isanti Competitive Associate shared that they use a number of fields in Cambridge for their baseball program and use a lot of the school fields through Community Education as well. He further shared that they would use the field for practice and make-up games. Josh stated that it would be a good asset to the baseball association as well as the City because the City is paying for the field to be maintained to sit empty. Josh DeLeeuw stated that the association pays \$250 a year for the permit and the association is looking for something similar. Wood questioned what days the association is looking to use the ballfield. Josh DeLeeuw stated they are looking to use the park Monday, Wednesday and Thursdays starting April 15<sup>th</sup> until June 20<sup>th</sup>. Committee discussed that since they are renting for a number of days possibly a discount in price. Josh DeLeeuw stated that the association is Cambridge-Isanti Competitive Baseball so it would be nice to have it here in Isanti too. It was agreed by the PRC Board to have CICB rent the field at the regular rate but may consider a discount next year with more notice to discuss the matter.

## **6. B. Sign and Lettering- Isanti Indoor Arena**

Wood stated that we have the monument sign at the Isanti Indoor Arena that is used for advertising, evening meetings for BMX and State Finals. In the past it was directed that staff would keep those letters and do all the changing of the sign. Wood stated that she would like to request to give the letters over to BMX and allow them to be able to change words on the sign. With the frequency that BMX wants to change the sign, staff does not have the capacity. BMX may have the time to fine tune it to what can and cannot be put on the sign and abbreviate it as needed. Wood further stated that it may be something that stay with the facility and can be drafted by letter as an understanding between the City and BMX that if the letters are lost, broken or want more letters than what they have, BMX can do so at their cost. Motion by Johnson to approve moving forward with Isanti Indoor Arena sign changing taken over by Rum River BMX. Motion by Johnson, second by Witte. Motion passed unanimously.

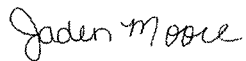
**7. Adjournment**

Motion by Johnson, second by Witte to adjourn the March 26, 2019 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:36 p.m.

Dated at Isanti, Minnesota this 26<sup>th</sup> day of March, 2019.

Respectfully submitted,



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Jaden Moore  
Deputy City Clerk/ Human Resources