### AGENDA CITY OF ISANTI CITY COUNCIL MEETING TUESDAY, MAY 19, 2020 – 7:00 P.M. CITY HALL

Pursuant to Minn Statute 13D.02, the public body has determined that the Isanti City Council will not be able to hold the meeting in person due to the pandemic COVID-19. Pursuant to Minn Statute 13D.021, The Isanti City Council will be holding the City Council meeting via telephone, by using GoToMeeting.com

### The public can comment at the City Council meeting by visiting this website: https://global.gotomeeting.com/join/702958493

or by calling into this number +1 (872) 240-3212 with this meeting ID 702-958-493

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Public Comment
- E. Adopt Agenda
- F. Proclamations/Commendations/Certificate Awards
- G. Approve City Council Minutes
  - 1. May 5, 2020- Regular Meeting of the City Council

### H. Announcements

- 1. CITY OFFICES CLOSED
- 2. Parks, Recreation & Culture Board Meeting
- 3. City Council Meeting
- 4. EDA Meeting

Monday, May 25, 2020

(In Observance of Memorial Day)

Tuesday, May 26, 2020 at 6:00 p.m.

Tuesday, June 2, 2020 at 7:00 p.m.

Tuesday, June 2, 2020

(Following the City Council Meeting)

- I. Council Committee Reports
- J. Public Hearings

### K. Business Items

1. Resolution 2020-XXX Consider the 3.2 Off-Sale Liquor License Application for Coborns (*Mary Kruck*)

### City Administrator Josi Wood

**2.** Resolution 2020-XXX Approving a Special Event Permit Application for a Grab and Go End of the Year Goodbye (*Shane Dordal and Mark Ziebarth*)

### L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of \$276,843.17 Payroll in the Amount of \$97,629.72

- 2. Resolution 2020-XXX Designating Lexipol as the Isanti Police Department Policy Management System
- 3. Resolution 2020-XXX Approving Donation Box at Liquor Store
- 4. Resolution 2020-XXX Authorizing the Execution of Repayment Agreement on Lot 6, Block 1, Sun Prairie Fourth Addition with J Robinson Construction, Inc
- 5. Resolution 2020-XXX Authorizing the Execution of Repayment Agreement on Lot 7, Block 1, Sun Prairie Fourth Addition with J Robinson Construction, Inc
- 6. Resolution 2020-XXX Approving Engagement Letter for 2019 TIF Reporting

### M. Other Communications

- 1. April Police Department Reports
- 2. April Code Enforcement Officer Report
- 3. April Building Inspector Report
- 4. May Engineering Project Status Report

### Adjournment

### MINUTES CITY OF ISANTI CITY COUNCIL MEETING TUESDAY, MAY 5, 2020 – 7:00 P.M. CITY HALL

Pursuant to Minn Statute 13D.02, the public body has determined that the Isanti City Council will not be able to hold the meeting in person due to the pandemic COVID-19. Pursuant to Minn Statute 13D.021, The Isanti City Council will be holding the City Council meeting via telephone or virtual, by use of computer, by using GoToMeeting.com

The public can view and comment at the City Council meeting by visiting this website:

https://global.gotomeeting.com/join/714420013
Wind the City Council meeting by visiting this website:

or by calling into this number  $\pm 1$  (669) 224-3412 with this meeting ID 714-420-013

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

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

Staff Present: City Administrator Josi Wood, Human Resources/ City Clerk Katie Brooks, Assistant City Administrator/ Special Projects Don Lorsung (via telephone) and Community Development Director Sheila Sellman (via telephone)

### D. Public Comment

None

### E. Adopt Agenda

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

### F. Proclamations/Commendations/Certificate Award

1. Years of Service- Retirement Recognition Donald C. Lorsung City Council recognized Donald Lorsung for his service and thanked him for his dedication to the City of Isanti.

### **G.** Approve City Council Minutes

- 1. April 21, 2020- Regular Meeting of the City Council
- 2. March 17, 2020- Planning Commission Meeting

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

### H. Announcements

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

Tuesday, May 19, 2020 at 5:00 p.m.

Tuesday, May 19, 2020 at 7:00 p.m.

Tuesday, May 19, 2020

(Immediately following the City Council Meeting)

### I. Council Committee Reports

Mayor Johnson stated that he spoke to Melissa Bettendorf from the North 65 Chamber of Commerce and the Chamber is unsure on what they would like to do for the parade but there has been discussion about cancelling it. Johnson went on by asking City Council if they would like to continue fireworks or not.

Councilmember Collison stated that fireworks can be done with social distancing regardless if the parade is cancelled or not. Collison continued to share that it was already budgeted for and many can enjoy the fireworks from their home and cars.

Johnson agreed with Collison and stated that the fireworks will give people something to enjoy.

Councilmember Steve Lundeen stated that he does not think anything should be cancelled until the last minute. Lundeen further shared that the fireworks give people something to look forward to.

Councilmember Bergley stated that City Council should encourage the Chamber of Commerce to have the parade and wait until the last minute to make final decision whether to have parade or not. Bergley continued by stating that the fire district should wait to make a final decision with the rodeo as well.

Johnson stated it is up to the rodeo association to make the final decision.

Lundeen stated that as of right now they are still planning on having the rodeo event.

City Administrator Josi Wood stated that the PRCA (Professional Rodeo Cowboys Association) has rodeos on their website that have been cancelled and ones that are still intended on going. They have not updated anything past July 3rd

Collison stated that advanced notice is for people with hotel reservations and travel plans and those people need time to get their stuff together if it is still on and they need time to cancel if it is not. Collison further shared that the big task for the rodeo and parade is if social distancing is still required at that time how it will be policed.

Wood shared that it is up to the organizer to maintain social distancing if it is still in place and for that reason many cities such as St. Francis, North Branch, Princeton, East Bethel and Coon Rapids are cancelling events. Wood continued to share that some cities have cancelled June and July events because the liability falls upon the organizer to have social distancing maintained. Wood further shared that the rodeo is separate because they are a closed circuit and if they get full of space, they can shut their doors. Wood continued sharing that the street dance is a city event and there are no doors to close. Wood asked what the plan would be from Council for staff to carryout social distancing and if that may be putting up snow fence and keeping track of people. Wood stated that staff has reached out to some of the food vendors and the question vendors are asking is the number of people attending, as they need to plan for how much food to make and how much beer to buy. They do not want to buy too much so that food and beer is wasted. Wood further stated that if social distancing is still happening at that time and everyone is trying to plan, the vendors and bands may cancel on the city. Wood stated that staff has reached out to most vendors and they are fine with waiting to see what happens however, if they do not feel safe, they are not coming to the event.

Collison stated he would consider cancelling the June street dance as that is not that far away, but hopeful July street dance would happen.

Wood stated that her recommendation from staff would be to cancel the June street dance and postpone the Mayors Luncheon to July with the hope that all the July and August events happen.

Johnson stated that this may change May 18th and suggested waiting until May 19th city council meeting to make final decision.

Lundeen agreed that the final decision for events should be made at the May 19th city council meeting.

Wood stated it will be brought back to the city council on May 19th.

Councilmember Jimmy Gordon stated that he agreed and people can attend at their own risk and possibly have the city attorney draft a waiver if city council thinks it is necessary.

Collison stated that it needs to be remembered that a person does not have to be showing symptoms to be carrying the virus.

Mayor Johnson asked if there was any more Council/ Committee Reports.

Councilmember Dan Collison shared that the BMX National Event has been cancelled however, it has been postponed for September.

### J. Public Hearings

None

### K. Business Items

### City Administrator Josi Wood

1. **Resolution 2020-096** Approving a Special Event Permit Request for the Cambridge-Isanti School District for Senior Graduation Parade

Mayor Johnson shared that the school board has contacted him about doing a parade for the seniors on June 5<sup>th</sup> at 7:00 p.m. and will be their virtual graduation along with a parade that will go through Cambridge and Isanti.

Councilmember Collison asked if the school board is responsible for everything.

Johnson stated that the only thing the city would be responsible for is to help out with closing roads, police presence and fire department presence. The school board will be sending home a permission slip for this event for liability purposes.

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

### **Community Development Director Sheila Sellman**

**2. Resolution 2020-097** Approving a Conditional Use Permit for a Religious Institution at 1321 Heritage Blvd.

Community Development Director Sheila Sellman shared that the applicant is Tibetan American Foundation of Minnesota (TAFM) and they are requesting a conditional use permit for a religious institution at 1321 Heritage Blvd. Sellman continued to share that the district is zoned B-2, General Business District where the religious institution requires a conditional use permit. Sellman further shared that Spirit River Church previously occupied the space and did not have a CUP, therefore

TAFM needs one and TAFM meets all the requirements for a CUP. Sellman continued to state that Planning Commission held a Public Hearing on April 21<sup>st</sup> and the applicant attended virtually and was able to answer any questions. The Planning Commission unanimously recommended approval with the conditions that the parking lot be fixed within one year.

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

**3. Ordinance-729** An ordinance approving the amendment to Ordinance 445 (Zoning) The Official Zoning Map

Community Development Director Sheila Sellman shared that the applicant Deann Bunes of Serenity Circle Counseling is requesting to rezone property located at 201 Main Street from R3-A Low Density Residential to B-1 Central Business District with D-1 Downtown Overlay to build a new office building. Sellman further stated that the R3-A district does not allow office building therefore, rezoning is necessary. Sellman went on to share that the purpose of the Comprehensive Land Use Plan is to ensure the orderly growth and development of the city while maintaining a sound infrastructure and economy. The subject site has a Comprehensive Land Use designation of CBD, Central Business District. The Planning Commission held a Public Hearing on April 21<sup>st</sup> and the applicant was available for questions. The adjoining property owners did ask that if they were going to be rezoned and it was said at the meeting that they will not and the rezoning is specific to this property only. Sellman continued to share that because it is amending the zoning map which is part of the zoning code, a site ordinance is required.

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

**4. Ordinance-730** An ordinance Amending Ordinance 445, Section 7, Article 1 to include commercial recreation as a conditional use

Community Development Director Sheila Sellman shared that Scott Boecker has requested an ordinance amendment to allow for Commercial Recreation in the Central Business District. Sellman continued to share that right now commercial recreation is not an allowed use. Boecker has asked to add commercial recreation as a permitted use in the B-1 district, however the other business district in town allow commercial recreation as a conditional use, therefore staff recommends if added, it should be a conditional use and because this amendment is not site specific it would apply to all of the B-1 district. Sellman further shared that the Planning Commission held a Public Hearing on the zoning request at the April 21<sup>st</sup> meeting and also agreed that this should be under conditional use permit if added to the zoning district.

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

### L. Approve Consent Agenda

- 1. Accounts Payable in the Amount of \$300,551.77 Payroll in the Amount of \$97,225.04
- 2. Resolution 2020-098 Approving the Hire of Community Development Specialist Ryan Saltis
- 3. Resolution 2020-099 Approving the Hire of Administrative Assistant Intern Sarah Bjork
- **4. Resolution 2020-100** Setting Work Session for 2021 Budget
- 5. Approving Request for Proposals for Position Classification and Compensation Study
- **6. Resolution 2020-101** Awarding Quote and Authorizing to Enter into a Contract for Refuse Services for all City Facilities

Councilmember Gordon asked if the Community Development Specialist position is a new position and if it was replacing Planner.

City Administrator Josi Wood shared that this is a position that was previously listed as the city planner. Wood further shared that when the city planner resigned the job description title did not suit exactly what was in the job description so it was renamed with a new title that is more consistent with what other cities have. Wood continued to share that it is not a new position, but a new title with same job description.

Motion by Bergley, second by Gordon to approve the Consent Agenda as presented. Motion passed 5-0. Motion carried.

### M. Other Communications

None

### Adjournment

Motion to adjourn by Bergley, second by Collison. Motion passed 5-0. Motion carried. The meeting was adjourned at 7:48 p.m.

Respectfully Submitted,

poden Moore

Jaden Moore

Deputy City Clerk/ Human Resources



### **Request for City Council Action- MEMO**

To:

**Mayor Johnson and Members of City Council** 

From:

Katie Brooks, Human Resources/ City Clerk

Date:

May 19, 2020

Subject:

3.2 Beer (Malt) Off-Sale Liquor License for Coborns, Inc.

### **Background:**

Coborns, Inc. has submitted an application for a 3.2 Off-Sale Liquor License.

All Liquor License and applications are reviewed for completeness by staff, the license applicant has passed a background check by the Isanti Police Department.

Staff has received the completed application and the applicant has met the requirements outlined in City Code Chapter 76.

The effective date of the 3.2 Off-Sale Liquor License if approved shall be April 1, 2020 through March 31, 2021.

### **Action:**

Staff is requesting City Council action on this item.

### **Attachment:**

• Resolution 2020-XXX Approving the 3.2 Off-Sale Liquor License for Coborns, Inc.

### **RESOLUTION 2020-XXX**

### APPROVING THE 3.2 OFF-SALE LIQUOR LICENSE APPLICATION FOR COBORNS, INC.

**WHEREAS**, Coborns, Inc. has submitted an application for a 3.2 Off-Sale Liquor License; and,

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

**WHEREAS**, the Police Department has reviewed the application and made a recommendation for approval of the application;

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

- 1. Coborns, Inc. 3.2 Off-Sale Liquor License is hereby approved.
- 2. The effective date of the 3.2 Off-Sale Liquor License shall be April 1, 2020 through March 31, 2021
- 3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti	City Council this 19 <sup>th</sup> day of May 2020.
Attest:	Mayor Jeff Johnson
Katie Brooks Human Resources/City Clerk	



### **Memo for Council Action**

To: Mayor Johnson and Members of the City Council

From: Jenny Garvey - Parks, Recreation, and Culture Manager

**Date:** May 19, 2020

Subject: Resolution 2020-XXX Approving a Special Event Request for Grab and Go End of the Year

Good-Bye parade at Isanti Primary School and Isanti Intermediate

### **Background**

The city has received an application for the upcoming special event planned for Isanti Primary School (IPS) and Isanti Intermediate School (IIS). Each school will be conducting a good bye parade for teachers/staff at each school for the students of each school to drive by and wave good bye to each other on the last day of school. A map is included to show the route for each school.

The event will take place on Thursday June 4<sup>th</sup>, 2020 from 11:00 am to 1:00 pm. This event is open to the public and will have about 80 staff and about 500 families taking part.

Police assistance is being asked for at the crosswalks at each school and may also need assistance at the exit of IPS onto Heritage Blvd to keep traffic exiting east.

There will be no parking impact as this is a parade type of event. No additional requirements of restrooms, security, clean up, live entertainment, public address system is needed/requested.

### Staff Request

City staff is requesting approval of the Special Event Permit application and attachments.

### Attachments

- Resolution No. 2020-XXX
- Special Event Application Grab and Go End of Year Good Bye Parade
  - o Application
  - o Maps of routes for each school

### **RESOLUTION 2020-XXX**

### APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR A GRAB AND GO END OF THE YEAR GOODBYE

WHEREAS, Isanti Primary School (IPS) has submitted a Special Event application requesting a permit to host Goodbye event at IPS and Isanti Intermediate School (IIS); and,

**WHEREAS**, the event will consist of staff standing along the sidewalks or school grounds at each school and the students/parents will drive by, providing students and staff the opportunity to wave Goodbye to each other on the last day of school; and,

WHEREAS, a parade type of event is scheduled to take place on Thursday, June 4; and,

**WHEREAS**, the event will take place from 11:00 am - 1:00 pm; and,

WHEREAS, the estimated number of staff is 80 and 500 families; and,

WHEREAS, the applicant will not be required to provide restrooms for the event; and,

WHEREAS, the applicant is requesting Police assistance for traffic and pedestrian control; and,

WHEREAS, no public addressing systems or live entertainment will be utilized during the event; and,

WHEREAS, the \$100 clean-up deposit fee is being waived; and,

WHEREAS, no posting of temporary signage is being requested;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the special event permit application for the Grab and Go End of the Year Goodbye event at IPS and IIS,

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

Attest:	Mayor Jeff Johnson
Katie Brooks Human Resources/City Clerk	

This resolution was duly adopted by the Isanti City Council this 19th day of May 2020.



### 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 a 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.

Special Event Permit Guideline: Please see city code section 278 "Special Events" for more detailed information.

Applications must be submitted at least 30 days prior to the event to be considered.

### ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications	Check all that apply:
Complete Application Form	Signs will be posted for event:
Cleanup Deposit Fee - \$100	Temporary Sign Permit
Proof of Insurance or Certificate of	Application required
Insurance	□ \$50 fee
Site Map	Alcohol will be served and/or sold at
Approval Letter from the Property	event:
Owner	Licenses (may take up to 60 days
	to process)
Proof of written notification to property	☐ Fees apply, amounts vary by
owners within 350 feet of the special	license type.
event	Vendors will be present:
	Peddler's Permit (background
	check required) submitted by
	event organizer only
	\$25 fee for one-day applications
	☐ <u>Vendor List</u>
	Event will occur on City Property:
	Release and Indemnification
Supplemental information	Agreement
MIDNIOM ONTO I INTO THE ORDER OF THE	11 01

Supplemental information may be required by City staff.

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

### SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 5/4/2020	
APPLICANT INFORMATION	
Sponsoring Entity (if applicable):	y School
Contact Person: Shane Dardal	
City: Isant; State: mN	Zip: 55040
Phone: 7(3 - 491 - 870) Fax: Cell:	
E-mail: Sdordal@c-ischals.ovg	
Secondary Contact Person:	
Address:	
City: State:	
Phone: Cell: E-mail:	
EVENT INFORMATION	
Event Name: Grab and Go End of	the year good bye
Date(s) of Event: $\frac{\sqrt{4}}{2626}$	
Hours of Event: 1:00 - 1:00 p.m.	
Type of Event:  Open to the Public Private	Other:
Describe Event (List all activities. Provide flyer or other mar Dur school would like to incorporate to: vor students and temples. Familiar bus bus parking area to wave to a be our only way to say good bye	a good bye approach

arking Impact - Describe in detail:    All   parking   155 urs   are   fersecable   slace	T santi famore School
arking Impact - Describe in detail:    All   parking   155 urs   are   fersecable   slace	Isanti Intermediate 8th + 9th Are East
Type:    Coarding   15   Coarding   15   Coarding   Coa	Estimated Number of People in Attendance (includes staff, participants, and spectators):
Type:    Coarding   15   Coarding   15   Coarding   Coa	arking Impact - Describe in detail:
ents, equipment, amusement rides, etc.  Type: O Size: O Location: O  re Fire Prevention or EMS needed? Please specify and if being provided, please identify the name entity providing these services:    Maximum   Maxi	Die parking issues are faccientle si
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/ A	
	ved of at the discretion of the Police Chief).
N/A	an-up Plans – Describe in detail:

Live entertainment – Describe in detail:
Will any other public addressing system or sound amplification be used? If so, describe:
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?
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:

Fire Chief			
Approved	Denied	N/A	Signature: pr fmail
Police Chief			·
Approved	Denied	N/A	Signature: <u>Premi</u>
Public Services Dire	ector		
Approved	Denied	N/A	Signature: premail
Parks, Recreation ar	d Culture Manager		
Approved	Denied	N/A	Signature:
Community Develop	oment Director		0 0
Approved	Denied	N/A	Signature: premel
City Administrator			
Approved	Denied	N/A	Signature: Wenail
City.	71 1 <b>1</b>		
-	CouncilApproved	Denied	

May 5, 2020

Dear Isanti Neighbor,

On June 4, 2020 our schools will be sponsoring an unparade for our school families. Families will be driving their cars around our school and we will have staff waving at them and holding signs. We are doing this to celebrate the end of another school year. As you are aware, we have not been in session since March and have been doing our education through distance learning. June 4, 2020 will be our last day of school for this school year, and will be one last opportunity to connect (from a safe distance) with our students. We will be doing this from 11:00-1:00. You may see an increase in traffic during this time. Thank you for being part of our school community. We have missed seeing many of you and look forward to working with you again. Have a great day!

Sincerely,

Mark Ziebarth Isanti Intermediate/School For All Seasons Principal Shane Dordal Isanti Primary School Principal









Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Isanti is not responsible for any inaccuracies herein contained.

Isanti Primary School

Blue line is route for parents/ students to drive through for the goodbye



© Bolton & Menk, Inc - Web GIS 5/12/2020 9:08 AM







527 Feet



Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Isanti is not responsible for any inaccuracies herein contained.

Isanti Intermediate School

Blue = parent/student route **Orange = Staff standing** Yellow = Grab and Go lunch area



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City of Isanti

Check Register - Mayor/Council Approval Check Issue Dates: 5/6/2020 - 5/6/2020 Page: 1 May 06, 2020 11:32AM

Report Criteria:

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/20	05/06/2020	53519	1059	ANOKA COLLISION CENTER	101-20200	4,145.75
05/20	05/06/2020	53520	1112	AUTO VALUE CAMBRIDGE	602-20200	6.99
05/20	05/06/2020	53521	53	BELLBOY CORPORATION	609-20200	8,117.30
05/20	05/06/2020	53522	9	BERNICKS PEPSI-COLA	609-20200	2,348.59
05/20	05/06/2020	53523	2221	C & L DISTRIBUTING	609-20200	213.00
05/20	05/06/2020	53524	1474	CDW GOVERNMENT INC	614-20200	2,879.19
05/20	05/06/2020	53525	1629	CITY OF ISANTI	226-20200	13,332.26
05/20	05/06/2020	53526	1969	CITY OF SAINT PAUL	101-20200	1,364.55
05/20	05/06/2020	53527	2759	CIVICPLUS	602-20200	2,250.00
05/20	05/06/2020	53528	918	CRYSTAL SPRINGS ICE	609-20200	142.54
05/20	05/06/2020	53529	8	DAHLHEIMER DISTRIBUTING CO	609-20200	20,665.35
05/20	05/06/2020	53530	1682	FERGUSON WATERWORKS	602-20200	28.59
05/20	05/06/2020	53531	2028	FURTHER	861-20200	3,550.00
05/20	05/06/2020	53532	2830	GDO Law	101-20200	4,083.33
05/20	05/06/2020	53533	1566	GLENS TIRE INC	101-20200	242.00
05/20	05/06/2020	53534	134	GOPHER STATE ONE-CALL INC	601-20200	276.75
05/20	05/06/2020	53535	596	GRAFIX SHOPPE	101-20200	146.94
05/20	05/06/2020	53536	7	JOHNSON BROTHERS LIQUOR CO	609-20200	11,543.98
05/20	05/06/2020	53537	5	KAWALEK TRUCKING	609-20200	288.80
05/20	05/06/2020	53538	2648	LEPAGE & SONS	101-20200	747.04
05/20	05/06/2020	53539	17	MCDONALD DISTRIBUTING CO	609-20200	12,645.60
05/20	05/06/2020	53540	616	MENARDS - CAMBRIDGE	101-20200	108.93
05/20	05/06/2020	53541	2080	MVTL LABORATORIES INC	601-20200	43,20
05/20	05/06/2020	53542	617	PAUSTIS & SONS	609-20200	1,432,25
05/20	05/06/2020	53543	44	PHILLIPS WINE & SPIRITS INC	609-20200	6,189.15
05/20	05/06/2020	53544	315	ST.PAUL STAMP WORKS	609-20200	33.25
05/20	05/06/2020	53545	1361	STAPLES ADVANTAGE	609-20200	254.00
05/20	05/06/2020	53546		STAR	101-20200	74.00
05/20	05/06/2020	53547	2156	SUMMIT COMPANIES	101-20200	1,032.00
05/20	05/06/2020	53548	2834	SUN MECHANICAL, INC.	101-20200	495.27
05/20	05/06/2020	53549	686	VERIZON WIRELESS	609-20200	1,254.44
05/20	05/06/2020	53550		VESSCO INC	601-20200	743.68
05/20	05/06/2020	53551	42	VIKING COCA-COLA BOTTLING CO	609-20200	347.95
05/20	05/06/2020	53552	1286	VINOCOPIA INC	609-20200	310.50
05/20	05/06/2020	53553	361	VINTAGE LOCK	101-20200	1,300.00
05/20	05/06/2020	53554		WATSON CO INC	609-20200	2,723.11
05/20	05/06/2020	53555		WHITE BEAR IT SOLUTIONS, LLC	101-20200	2,557.0
05/20	05/06/2020	53556	780	WINE MERCHANTS	609-20200	408.00
Grand	d Totals:				•	108,325.28

City of Isanti

Check Register - Mayor/Council Approval Check Issue Dates: 5/13/2020 - 5/13/2020 Page: 1 May 13, 2020 11:13AM

Report Criteria:

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

SL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/20	05/13/2020	53557	1503	7-UP BOTTLING	609-20200	161,10
05/20	05/13/2020	53558	9	BERNICKS PEPSI-COLA	609-20200	1,959.72
05/20	05/13/2020	53559	368	BILLS QUALITY CLEANING	101-20200	446.00
05/20	05/13/2020	53560	1500	BOLTON & MENK INC	444-20200	45,898.09
05/20	05/13/2020	53561	2905	BROECKERT, THOMAS	601-20200	82.00
05/20	05/13/2020	53562	1474	CDW GOVERNMENT INC	614-20200	2,114.77
05/20	05/13/2020	53563	1198	CENTER POINT ENERGY	601-20200	2,212.38
05/20	05/13/2020	53564	1822	CENTURYLINK BUSINESS SERVICES	101-20200	28.91
05/20	05/13/2020	53565	2610	CINTAS	609-20200	215.76
05/20	05/13/2020	53566	918	CRYSTAL SPRINGS ICE	609-20200	214.36
05/20	05/13/2020	53567	8	DAHLHEIMER DISTRIBUTING CO	609-20200	32,440.30
05/20	05/13/2020	53568	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	120.85
05/20	05/13/2020	53569	2028	FURTHER	101-20200	31.40
05/20	05/13/2020	53570	2761	GRATITUDE FARMS	101-20200	250.00
05/20	05/13/2020	53571	113	ISANTI TIRE & AUTO CARE INC	101-20200	24.00
05/20	05/13/2020	53572	7	JOHNSON BROTHERS LIQUOR CO	609-20200	8,060.17
05/20	05/13/2020	53573	5	KAWALEK TRUCKING	609-20200	241.00
05/20	05/13/2020	53574	1745	LINDEN WEB DESIGN	101-20200	15.00
05/20	05/13/2020	53575	2500	METRO SALES INC.	101-20200	127.08
05/20	05/13/2020	53576	176	MN DEPT OF REVENUE	609-20200	32,654.00
05/20	05/13/2020	53577	2842	MN PEIP	861-20200	22,612.24
05/20	05/13/2020	53578	44	PHILLIPS WINE & SPIRITS INC	609-20200	5,282.16
05/20	05/13/2020	53579	12	POSTMASTER	603-20200	35.00
05/20	05/13/2020	53580	2341	RED BULL DISTRIBUTION	609-20200	294.00
05/20	05/13/2020	53581	2396	SOUTHERN GLAZERS OF MN	609-20200	6,735.71
05/20	05/13/2020	53582	2554	SPECIALTY SOLUTIONS	101-20200	112.85
05/20	05/13/2020	53583	96	STREICHERS INC	101-20200	977.14
05/20	05/13/2020	53584	1820	URBANS HARDWARE INC	602-20200	80.99
05/20	05/13/2020	53585	2524	US BANK EQUIPMENT FINANCE	101-20200	63.00
05/20	05/13/2020	53586	2027	US INTERNET	101-20200	57.80
05/20	05/13/2020	53587	42	VIKING COCA-COLA BOTTLING CO	609-20200	158.90
05/20	05/13/2020	53588	4	WATSON CO INC	609-20200	2,269.57
05/20	05/13/2020	53589	1922	WEX BANK	609-20200	1,829.84
05/20	05/13/2020	53590	2475	WHITE BEAR IT SOLUTIONS, LLC	614-20200	622,14
05/20	05/13/2020	53591	2009	WOOD, JOSEPHINE	101-20200	89.66
Gran	d Totals:					168,517.89

### City of Isanti

Gross Payroll	84,201.19
Social Security & Medicare	4,955.18
Public Employees Retirement	8,473.35
Total City Expense	97,629.72

Pay Date 5/15/2020

Pay Period 10 (4/26-5/9/20)

### **RESOLUTION 2020-XXX**

### DESIGNATING LEXIPOL AS THE ISANTI POLICE DEPARTMENT POLICY MANAGEMENT SYSTEM

**WHEREAS**, the 2020 Council Approved Budget included funds for Lexipol Policy Management; and,

WHEREAS, the City of Isanti has contacted with Lexipol for the operating policy and updates for the Isanti Police Department; and,

WHEREAS, this resolution supersedes;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to designate Lexipol as the Isanti Police Department Policy Management System.

This Resolution is hereby approved by the Isanti City Council this 19<sup>th</sup> day of May, 2020.

Attest:	Mayor Jeff Johnson
Katie Brooks	
Human Resources/City Clerk	



### **Memo for Council Action**

To: Mayor Johnson and City Council Members

From: John Jacobi, Liquor Store Manager

Date: May 13th, 2020

Subject: Donation Request for 7<sup>th</sup> Annual MMBA "Support Our Troops Supplies Drive" promotion

in-store

### **Background:**

Each year the MMBA supports a Troops Drive for the sole purpose of raising funds as well as supplying donations to help support local troops and veterans. I am requesting that we promote this program in-store and customers can donate "supply items," or make a cash donation in any amount that they wish to help support this program. The dates of the Support Our Troops Supplies Drive are May 26<sup>th</sup> through July 5<sup>th</sup>, 2020.

### Request:

Staff is requesting City Council action on this item.

### **Attachment:**

Resolution 2020-xxx Approving Donation Box at Liquor Store

### **RESOLUTION 2020-XXX**

### APPROVING DONATION BOX AT LIQUOR STORE

WHEREAS, on June 2<sup>nd</sup>, 2009 City Council approved a donation box policy; and,

WHEREAS, Isanti Liquor is requesting use of a donation box at the liquor store in support of the "MMBA Support Our Troops Drive"; and,

WHEREAS, the Donation Policy has been reviewed the request and recommended its approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota hereby approves placement of a donation box for the "MMBA Support Our Troops Drive" at the Isanti Liquor Store from May 26, 2020 through July 5, 2020.

Adopted by the Isanti City Council this 19th day of May 2020.

Attest:	Mayor Jeff Johnson	
Katie Brooks Human Resources/City Clerk		

# 7th Annual MMBA "Support OUR Troops" Drive







## 2020 Support Our Troops Program



- In the continuing effort to help members <u>Promote the Community Value of their Municipal Liquor Operation</u>, MMBA, in partnership with Anheuser-Busch, is coordinating the *Annual Municipal "Support OUR Troops" Drive* <u>benefiting your local military personnel and their families.</u>
- This is an effort to support military personnel in Minnesota. We'll be raising funds for the Folds of Honor organization. Donations will go to support scholarships to families of fallen or wounded soldiers in Minnesota.

## About Folds of Honor



# ABOUT FOLDS OF HONOR

# HONOR THEIR SACRIFICE, EDUCATE THEIR LEGACY.

Folds of Honor is a 501(C)(3) nonprofit organization, rated a four-star charity by Charity Navigator and platinum on GuideStar, that provides educational scholarships to the families of military men and women who have fallen or been disabled while on active duty in the United States armed forces. Our educational scholarships support private educational tuition and tutoring for children in grades K-12, as well as higher education tuition assistance for spouses and dependents. Founded in 2007 by Major Dan Rooney, a PGA Professional and F-16 fighter pilot in the Air Force Reserves who served three tours of duty in Iraq, Folds of Honor is proud to have awarded approximately 24,500 scholarships in all 50 states and some US territories, including over 4,500 in 2019 alone. For more information or to donate in support of a Folds of Honor scholarship, please visit foldsofhonor.org

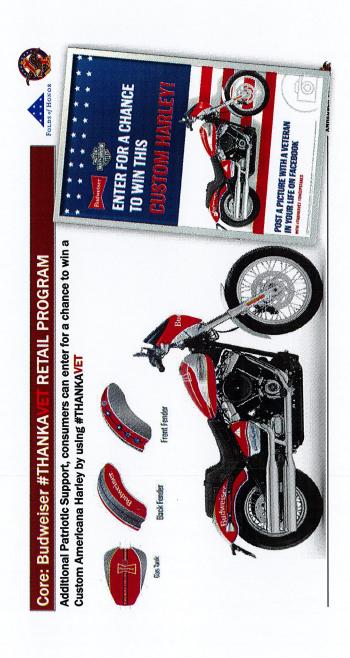


## **Additional Details**



- The Drive will run from May26th July 5th, 2020.
- Each participating MMBA member will collect money. Each member will send a check payable to
  the Folds of Honor to MMBA office upon conclusion of fundraiser. Please send an email to Kevin
  Karel and Paul Kaspszak upon completion of fundraiser. Each members collection will be imputed
  into a tracker to find out total amount raised.
- The member who raises the most, will be asked to join in a ceremony with the Folds of Honor team.
- Wholesalers will provide *customized* signage, assist with designing and building displays to fit retailer needs and provide collection bin/box to collect items.
- Displays should include the Budweiser Patriotic pack along with signage calling attention to the #THANKAVET Program.
- Anheuser-Busch will be donating a \$1 per case of Budweiser sold to the national Folds of Honor fundraiser.





## **Contact Information for Fundraiser**



If you would like to participate in this event, contact the MMBA Office at:

Fax: 763-780-0424 Email: <u>kaspszak@outlook.com</u> Address: P.O. Box 32966 Minneapolis, MN. 55432

If you have questions about POS, please address with your local Anheuser-Busch Distributor.

If you have any issues contacting your local distributor, please contact Kevin Karel:

Cell: (651) 336-6449 Kevin.Karel@Anheuser-Busch.com

ANHEUSER-BUSCH



### **Request for City Council Action**

To:

Mayor Johnson and Members City Council

From:

Sheila Sellman, Community Development Director

Date:

May 19, 2019

Subject:

RESOLUTION NO. 2020-XXX AUTHORIZING THE EXECUTION OF

REPAYMENT AGREEMENT ON LOT 6, BLOCK 1, SUN PRAIRIE

FOURTH ADDITION WITH J ROBINSON CONSTRUCTION, INC

### **Background:**

On December 19, 2017 the City Council amended and extended a SAC and WAC deferral program through Resolution 2017-304 to continue to spur development activity and in 2018, the City Council extended the program to December 31, 2019 by Resolution 2018-268. J Robinson Construction, Inc. has requested that the City execute a Repayment Agreement for three new lots legally described as Lot 6, Block 1, Sun Prairie Fourth Addition, for the construction of a single family home. The business is in 'good standing' upon review of the MN Secretary of State Office as of May 13, 2020.

The form of the Repayment Agreement is consistent with the form approved by the City Council on December 19, 2017. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer.

### Request

Staff is requesting that the City Council adopt the attached Resolution.

### **Attachments:**

- Resolution 2020-XXX
- Repayment Agreement

### **RESOLUTION 2020-XXX**

### AUTHORIZATION AND EXECUTION OF REPAYMENT AGREEMENT ON LOT 6, BLOCK 1, SUN PRAIRIE FOURTH ADDITION WITH J ROBINSON CONSTRUCTION, INC

**WHEREAS**, the City of Isanti adopted a SAC and WAC Deferral program on December 19, 2017 which is documented by Resolution 2017-304 and extended the program to December 31, 2019 by Resolution 2018-268; and,

WHEREAS, A boiler plate Repayment Agreement was drafted by City Development Attorney and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and,

WHEREAS, J Robinson Construction, Inc (the "Developer") has asked the City of Isanti to enter into a Repayment Agreement for the properties legally described as: Lot 6, Block 1, Sun Prairie Fourth Addition (the "Property") and has agreed to pay the recording fee associated with the filing of the Repayment Agreement; and,

**WHEREAS**, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and,

**WHEREAS**, the date of the Repayment Agreement will be when the Developer signs prior to the payment of the building permit; and,

**WHEREAS**, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of May 13, 2020.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 19st day of May, 2020.

Attest:	Mayor Jeff Johnson
Katie Brooks	
Human Resources / City Clerk	

### REPAYMENT AGREEMENT; STATUTORY SHORT FORM MORTGAGE; AND DEED RESTRICTIONS

THIS REPAYMENT AGREEMENT; STATUTORY SHORT FORM MORTGAGE; AND DEED RESTRICTIONS ("AGREEMENT"), made on or as of the \_\_\_\_ day of \_\_\_\_, 2020, by and between the City of Isanti, Minnesota, a Minnesota municipal corporation (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W. PO Box 428, Isanti, Minnesota 55040, and J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 27178 Tamarack St NW, Isanti, MN 55040.

### WITNESSETH:

WHEREAS, the Developer intends to construct three single family homes (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

**WHEREAS**, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

**NOW, THEREFORE,** in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### ARTICLE I Definitions

Section 1.1. <u>Definitions.</u> In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc, a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the single-family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

### ARTICLE II Representations

- Section 2.1. <u>Representations by the City.</u> The City makes the following representations as the basis for the undertaking on its part herein contained:
- (a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

### Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a corporation duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its Board of Directors.

# ARTICLE III <u>Deferred Charges, Payment and Security</u>

- Section 3.1. <u>Deferred Charges</u>. The Developer owes to the City the sum of <u>\$6,071.00</u> in deferred utility charges ("Deferred Charges"). The Deferred Charges consist of <u>\$2,692.00</u> in Water Availability Charges and <u>\$3,379.00</u> in Sewer Availability Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.
- Section 3.2. <u>Payment of the Deferred Charges</u>. The Developer covenants and agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:
- (a) on the date that is one hundred and twenty (120) days after the date of this Agreement;
- (b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or
  - (c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of <u>zero</u> percent (<u>0</u>%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

## Section 3.3. Payment of Costs.

- (a) The Developer shall pay all costs for title work and recording of this Agreement.
- (b) The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.
- Section 3.4 <u>Security</u>. As security for Developer's obligation of repayment of the Deferred Charges and Costs identified in Sections 3.1 and 3.3, Developer hereby grants and the City shall and hereby does have, a lien on the Property in the full amount necessary to satisfy any repayment obligation of the fees and charges identified in Sections 3.1 and 3.3 under this Agreement and the cost including reasonable attorney's fees, of collecting the same.
- Section 3.5 <u>Notice</u>. At least 10 days before the date of any sale, cash out refinance, transfer or other conveyance of the Property or, in the event of a sale by contract for deed, Developer or their heirs, executors or representatives, shall give the City notice thereof.
- Section 3.6 <u>Mortgage</u>. To secure any such repayment of the Deferred Charges under Section 3.1 and 3.3 as may become due under the provisions of this Article, the Developer hereby

grants to the City a Statutory Short Form Mortgage pursuant to the provisions of Minnesota Statutes Section 507.15 (2016) as follows:

#### UNIFORM SHORT FORM MORTGAGE

This statutory mortgage, made this \_\_\_ day of \_\_\_\_\_, 2020 between the City of Isanti, a Minnesota Municipal having its principal office at 110 First Avenue N.W. PO Box 428, Isanti, Minnesota 55040 (the "Mortgagor"), and J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota having its principal office at 27178 Tamarack St NW, Isanti, MN 55040 (the "Mortgagee"),

Witnesseth, that to secure the payment of the Deferred Charges by the Mortgagee to the Mortgagor of \$6,071.00 as described in Article 3 of this Agreement (the "Indebtedness") the Mortgagor, hereby mortgages to the mortgagee and grants a security interest in the real property located at 107 9<sup>th</sup> Ave SE, in the City of Isanti, Isanti County, Minnesota, as legally described and set forth in "Schedule A" attached hereto and made a part hereof ("Property"), subject only to any liens or encumbrances of record thereon as of the date hereof.

And Mortgagor agrees and covenants with the Mortgagee the following statutory covenants;

- 1. To warrant the title to the Property, subject only to prior encumbrances of record as of the date hereof.
- 2. To pay the indebtedness as herein provided.
- 3. To pay all taxes.
- 4. To keep the buildings located on the Property insured against fire, windstorm and extended coverage for their full insurable value for the protection of the Mortgagee.
- 5. That the Property shall be kept in repair and no waste shall be committed.
- 6. That the whole of the principal sum shall become due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Mortgagee.

If default be made in any payment or covenant herein, the mortgagee shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees.

Section 3.7. In the event Mortgagor or their heirs, executors or representatives shall fail or refuse to make a required repayment of the Indebtedness within the limited period set forth herein, the Mortgagee may, with or without notice to Mortgagor foreclose said lien in the same manner as provided pursuant an action for the foreclosure of mortgage upon said Property, as by statute provided, or may at its option proceed with foreclosure by advertisement pursuant to the statutory power of sale which the Mortgagor grants to the Mortgagee provided under this Mortgage, in accordance with applicable law. In the event of default by Mortgagor on any of Mortgagor's obligations under the terms of this Mortgage, Mortgagee shall also have the right to pursue any remedy available to it at law or in equity.

# ARTICLE IV Events of Default

- Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:
- (a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.
- (b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.
- Section 4.2. <u>City's Remedies on Default.</u> Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:
- (a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable;
  - (b) Terminate this Agreement;
  - (c) Deny issuance of certificates of occupancy or temporary certificates of occupancy;
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement, including the remedies provided under Article 3.
- Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.
- Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

- Section 4.5. <u>Costs of Enforcement</u>. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.
- Section 4.6. <u>Certificate of Occupancy</u>. The City may deny a certificate of occupancy or temporary certificate of occupancy for the Property until all amounts owed to the City under the terms of this Agreement have been paid by Developer.

# ARTICLE V Additional Provisions

- Section 5.1. <u>Representatives Not Individually Liable.</u> No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.
- Section 5.2. <u>Titles of Articles and Sections</u>. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- Section 5.3. <u>Notices and Demands</u>. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the 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; and
- (a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. 27178 Tamarack St NW, Isanti, MN 55040; and
- (b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. <u>Disclaimer of Relationships</u>. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

- Section 5.5. Release. Upon payment of all fees and charges under Article III in accordance with the provisions of this Agreement, the City will furnish Developer with a Release of Mortgage for the Property within a reasonable period of time following the request. Developer shall be responsible for recording the Release of Mortgage.
- Section 5.6. <u>Modifications</u>. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.
- Section 5.7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- Section 5.8. <u>Judicial Interpretation</u>. Should any provision of this 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 attorneys of both parties have participated in the preparation hereof.
- Section 5.9. Run with the Land. This Agreement may be recorded against the Property and shall run with the aforesaid Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

[remainder of page intentionally left blank]
[signature pages to follow]

# CITY/MORTGAGEE: CITY OF ISANTI, MINNESOTA

	By
	Its Mayor
	Ву
	Its City Administrator
STATE OF MINNESOTA	
COUNTY OF <u>ISANTI</u>	)ss. )
by Jeff Johnson and Josi Woo	ment was acknowledged before me this day of, 2020 od, the Mayor and City Administrator of the City of Isanti, Minnesota pration, on behalf of the City.
• •	·
	Notary Public

# **DEVELOPER/MORTGAGOR:** J Robinson Construction, Inc.

	Ву
	Its President
STATE OF MINNESOTA	)
	)ss.
COUNTY OF <u>ISANTI</u>	)
by Joshua W. Robinson, the	nent was acknowledged before me this day of, 2020, President of J Robinson Construction, Inc, a corporation under the ta, on behalf of the corporation.
	Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Isanti 110 1st Avenue NW PO Box 428

Isanti, MN 55040

Telephone: (763) 444-5512

# **SCHEDULE A**

# **Description of Property**

Lot 6, Block 1, Sun Prairie Fourth Addition, Isanti County, Minnesota



# **Request for City Council Action**

To:

Mayor Johnson and Members City Council

From:

Sheila Sellman, Community Development Director

Date:

May 19, 2019

Subject:

RESOLUTION NO. 2020-XXX AUTHORIZING THE EXECUTION OF

REPAYMENT AGREEMENT ON LOT 7, BLOCK 1, SUN PRAIRIE

FOURTH ADDITION WITH J ROBINSON CONSTRUCTION, INC

## Background:

On December 19, 2017 the City Council amended and extended a SAC and WAC deferral program through Resolution 2017-304 to continue to spur development activity and in 2018, the City Council extended the program to December 31, 2019 by Resolution 2018-268. J Robinson Construction, Inc. has requested that the City execute a Repayment Agreement for three new lots legally described as Lot 7, Block 1, Sun Prairie Fourth Addition, for the construction of a single family home. The business is in 'good standing' upon review of the MN Secretary of State Office as of May 13, 2020.

The form of the Repayment Agreement is consistent with the form approved by the City Council on December 19, 2017. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer.

#### Request

Staff is requesting that the City Council adopt the attached Resolution.

#### **Attachments:**

- Resolution 2020-XXX
- Repayment Agreement

### **RESOLUTION 2020-XXX**

## AUTHORIZATION AND EXECUTION OF REPAYMENT AGREEMENT ON LOT 7, BLOCK 1, SUN PRAIRIE FOURTH ADDITION WITH J ROBINSON CONSTRUCTION, INC

**WHEREAS**, the City of Isanti adopted a SAC and WAC Deferral program on December 19, 2017 which is documented by Resolution 2017-304 and extended the program to December 31, 2019 by Resolution 2018-268; and,

**WHEREAS**, A boiler plate Repayment Agreement was drafted by City Development Attorney and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and,

WHEREAS, J Robinson Construction, Inc (the "Developer") has asked the City of Isanti to enter into a Repayment Agreement for the properties legally described as: Lot 7, Block 1, Sun Prairie Fourth Addition (the "Property") and has agreed to pay the recording fee associated with the filing of the Repayment Agreement; and,

**WHEREAS**, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and,

**WHEREAS**, the date of the Repayment Agreement will be when the Developer signs prior to the payment of the building permit; and,

**WHEREAS**, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of May 13, 2020.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 19st day of May, 2020.

Attest:	Mayor Jeff Johnson
Katie Brooks	
Human Resources / City Clerk	

# REPAYMENT AGREEMENT; STATUTORY SHORT FORM MORTGAGE; AND DEED RESTRICTIONS

THIS REPAYMENT AGREEMENT; STATUTORY SHORT FORM MORTGAGE; AND DEED RESTRICTIONS ("AGREEMENT"), made on or as of the \_\_\_\_ day of \_\_\_\_, 2020, by and between the City of Isanti, Minnesota, a Minnesota municipal corporation (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W. PO Box 428, Isanti, Minnesota 55040, and J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 27178 Tamarack St NW, Isanti, MN 55040.

#### WITNESSETH:

WHEREAS, the Developer intends to construct three single family homes (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

**WHEREAS**, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

**WHEREAS**, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

**NOW, THEREFORE,** in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

# ARTICLE I Definitions

Section 1.1. <u>Definitions.</u> In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc, a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the single-family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

# ARTICLE II Representations

- Section 2.1. <u>Representations by the City</u>. The City makes the following representations as the basis for the undertaking on its part herein contained:
- (a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.
  - Section 2.2. Representations by the Developer. The Developer represents that:
- (a) The Developer is a corporation duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its Board of Directors.

# ARTICLE III <u>Deferred Charges, Payment and Security</u>

- Section 3.1. <u>Deferred Charges</u>. The Developer owes to the City the sum of <u>\$6,071.00</u> in deferred utility charges ("Deferred Charges"). The Deferred Charges consist of <u>\$2,692.00</u> in Water Availability Charges and <u>\$3,379.00</u> in Sewer Availability Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.
- Section 3.2. <u>Payment of the Deferred Charges</u>. The Developer covenants and agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:
- (a) on the date that is one hundred and twenty (120) days after the date of this Agreement;
- (b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or
  - (c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of  $\underline{\text{zero}}$  percent ( $\underline{0}$ %) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

## Section 3.3. Payment of Costs.

- (a) The Developer shall pay all costs for title work and recording of this Agreement.
- (b) The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.
- Section 3.4 Security. As security for Developer's obligation of repayment of the Deferred Charges and Costs identified in Sections 3.1 and 3.3, Developer hereby grants and the City shall and hereby does have, a lien on the Property in the full amount necessary to satisfy any repayment obligation of the fees and charges identified in Sections 3.1 and 3.3 under this Agreement and the cost including reasonable attorney's fees, of collecting the same.
- Section 3.5 <u>Notice</u>. At least 10 days before the date of any sale, cash out refinance, transfer or other conveyance of the Property or, in the event of a sale by contract for deed, Developer or their heirs, executors or representatives, shall give the City notice thereof.
- Section 3.6 <u>Mortgage</u>. To secure any such repayment of the Deferred Charges under Section 3.1 and 3.3 as may become due under the provisions of this Article, the Developer hereby

grants to the City a Statutory Short Form Mortgage pursuant to the provisions of Minnesota Statutes Section 507.15 (2016) as follows:

#### UNIFORM SHORT FORM MORTGAGE

This statutory mortgage, made this \_\_\_ day of \_\_\_\_, 2020 between the City of Isanti, a Minnesota Municipal having its principal office at 110 First Avenue N.W. PO Box 428, Isanti, Minnesota 55040 (the "Mortgagor"), and J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota having its principal office at 27178 Tamarack St NW, Isanti, MN 55040 (the "Mortgagee"),

Witnesseth, that to secure the payment of the Deferred Charges by the Mortgagee to the Mortgagor of \$6,071.00 as described in Article 3 of this Agreement (the "Indebtedness") the Mortgagor, hereby mortgages to the mortgagee and grants a security interest in the real property located at 103 9th Ave SE, in the City of Isanti, Isanti County, Minnesota, as legally described and set forth in "Schedule A" attached hereto and made a part hereof ("Property"), subject only to any liens or encumbrances of record thereon as of the date hereof.

And Mortgagor agrees and covenants with the Mortgagee the following statutory covenants;

- 1. To warrant the title to the Property, subject only to prior encumbrances of record as of the date hereof.
- 2. To pay the indebtedness as herein provided.
- 3. To pay all taxes.
- 4. To keep the buildings located on the Property insured against fire, windstorm and extended coverage for their full insurable value for the protection of the Mortgagee.
- 5. That the Property shall be kept in repair and no waste shall be committed.
- 6. That the whole of the principal sum shall become due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Mortgagee.

If default be made in any payment or covenant herein, the mortgagee shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees.

Section 3.7. In the event Mortgagor or their heirs, executors or representatives shall fail or refuse to make a required repayment of the Indebtedness within the limited period set forth herein, the Mortgagee may, with or without notice to Mortgagor foreclose said lien in the same manner as provided pursuant an action for the foreclosure of mortgage upon said Property, as by statute provided, or may at its option proceed with foreclosure by advertisement pursuant to the statutory power of sale which the Mortgagor grants to the Mortgagee provided under this Mortgage, in accordance with applicable law. In the event of default by Mortgagor on any of Mortgagor's obligations under the terms of this Mortgage, Mortgagee shall also have the right to pursue any remedy available to it at law or in equity.

# ARTICLE IV Events of Default

- Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:
- (a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.
- (b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.
- Section 4.2. <u>City's Remedies on Default.</u> Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:
- (a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable;
  - (b) Terminate this Agreement;
  - (c) Deny issuance of certificates of occupancy or temporary certificates of occupancy;
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement, including the remedies provided under Article 3.
- Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.
- Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

- Section 4.5. <u>Costs of Enforcement</u>. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.
- Section 4.6. <u>Certificate of Occupancy</u>. The City may deny a certificate of occupancy or temporary certificate of occupancy for the Property until all amounts owed to the City under the terms of this Agreement have been paid by Developer.

# ARTICLE V Additional Provisions

- Section 5.1. <u>Representatives Not Individually Liable</u>. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.
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- (a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. 27178 Tamarack St NW, Isanti, MN 55040; and
- (b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. <u>Disclaimer of Relationships</u>. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

- Section 5.5. Release. Upon payment of all fees and charges under Article III in accordance with the provisions of this Agreement, the City will furnish Developer with a Release of Mortgage for the Property within a reasonable period of time following the request. Developer shall be responsible for recording the Release of Mortgage.
- Section 5.6. <u>Modifications</u>. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.
- Section 5.7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- Section 5.8. <u>Judicial Interpretation</u>. Should any provision of this 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 attorneys of both parties have participated in the preparation hereof.
- Section 5.9. <u>Run with the Land</u>. This Agreement may be recorded against the Property and shall run with the aforesaid Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.
- **IN WITNESS WHEREOF,** the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

[remainder of page intentionally left blank]
[signature pages to follow]

# CITY/MORTGAGEE: CITY OF ISANTI, MINNESOTA

	Ву
	Its Mayor
	By
	Its City Administrator
STATE OF MINNESOTA	)
COUNTY OF <u>ISANTI</u>	)ss. )
	nent was acknowledged before me this day of, 2020, d, the Mayor and City Administrator of the City of Isanti, Minnesota, ration, on behalf of the City.
1	
	Notary Public

# **DEVELOPER/MORTGAGOR:** J Robinson Construction, Inc.

	By
	Its President
STATE OF MINNESOTA	
COUNTY OF <u>ISANTI</u>	)ss. )
by Joshua W. Robinson, the	nent was acknowledged before me this day of, 2020, President of J Robinson Construction, Inc, a corporation under the ta, on behalf of the corporation.
	Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Isanti 110 1st Avenue NW PO Box 428 Isanti, MN 55040 Telephone: (763) 444-5512

# **SCHEDULE A**

# **Description of Property**

Lot 7, Block 1, Sun Prairie Fourth Addition, Isanti County, Minnesota



# **Memo for Council Action**

To:

Mayor Johnson and Members of the City Council

From:

Finance Director Betker

Date:

May 19, 2020

Subject:

Engagement Letter for 2019 TIF Reporting

## Background:

Minn. Stat. § 469.175, subd. 6, requires an annual reporting and disclosure of the sources and uses of tax increment financing (TIF) districts within the state of Minnesota as prescribed by the Office of the State Auditor. Statute further authorizes the cost of such reporting to be for thru tax increment collected by each district.

## Recommendation:

Staff has reviewed the proposal and recommends approval

## Request:

Consider Resolution Approving Engagement Letter for 2019 TIF Reporting

## **Attachments:**

- Res 2020-XXX Approving Engagement Letter for 2019 TIF Reporting
- Engagement Letter Abdo, Eick & Meyers

#### **RESOLUTION 2020-XXX**

## APPROVING ENGAGEMENT LETTER FOR 2019 TIF REPORTING

**WHEREAS**, MN State Statutes require the City of Isanti to employ a certified public accounting firm to audit, examine and report upon the books and records of the accounts of the City; and,

**WHEREAS**, the City of Isanti, through Resolution 2016-298, designated the public accounting firm of Abdo, Eick & Meyers, LLP for their auditors for 2019,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby approve the proposal for 2019 TIF reporting in the amount of \$500 per district. Costs will be allocated to each reported district as an accepted use of tax increment per state statute 469.175.

This resolution was duly adopted by the Isa	anti City Council this 19 <sup>th</sup> day of May, 2020.
Attest:	Mayor Jeff Johnson
Katie Brooks Human Resources/City Clerk	



May 6, 2020

Management, Honorable Mayor, and City Council City of Isanti Isanti, Minnesota

Thank you for the opportunity to prepare your annual TIF reports for filing with the Office of the State Auditor (OSA). The filing deadline for the TIF reports is August 1. We will complete the reports during the months of the June and July. Our engagement is not to determine compliance with any legal requirements. If any arise, we will communicate any issues or difficulties observed to City Council in writing.

Annual TIF Report to the OSA, 2019 - Per District

500

\$

We look forward to working with you in the very near future. Please call with questions or concerns.

Sincerely,

ABDO, EICK & MEYERS, LLP

Certified Public Accountants & Consultants

Steven R. McDonald, CPA Governmental Services Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Isanti.



# **Isanti Police Department Monthly Report**

# April 2020

Reported Crime	<b>Month to Date</b>	Year to Date
Theft	13	39
Assault	1	9
Vandalism/Damage to Property	1	8
Narcotics	5	11
Burglary	0	0
Domestics	9	29
Crim Sex	0	1
Robbery	0	0
Loud Party/Disturbance	10	34
Medical	39	138
Permit to Purchase	14	38
Security Check / Extra Patrol	462 ·	1,362

Traffic Offenses	Month to Date	Year to Date
No Insurance	3	14
DUI	1	5
Accidents	6	29
Hit & Run	1	2
Warrant P/U	0	10
Speed	11	40
DAR/DAS	1	14
Administrative Citations (Including		
Speed)	2	27

Squad Mileage	Month End Mileage	<b>Month Miles</b>	YTD Miles
Ford Explorer 221	89,970	1,110	3,772
Ford Explorer 224	81,597	2,366	8,305
Ford F150 225	32,970	973	5,170
Chevy Impala 223	96,455	110	1,416
Dodge Durango 226	13,565	2,811 *	4370
Dodge Durango 227	15,659	2,569	8493

<sup>\*</sup> Note mileage for 226 is for 2 months. Nothing available for March; vehicle was in the shop.

CEZI REPURI APRIL 2020												
	Дес	Νον	Oct	Sept	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
TOTAL CASES YTD									25	18	8	The second secon
NEW CITATIONS THIS PERIOD									1	1		
CITATIONS OPEN									2	-		
OPEN CASES (End of month)									4	m	æ	
VIOLATIONS CLOSED THIS PERIOD									5	7	5	
NEW CASES THIS PERIOD									7	10	8	
CAN-Proh Animals												
CCV-Comm Vehicle Storage												
cDODogs									2	4	2	
CPA-Park & Store, 227									2	9	æ	
CSN-Snow Removal												
CSP-Admin Permits/Solicitors/Peddlers												
CSTFish Houses, PODS, Rolloffs												
GAR - Garage Sales												
H2O-Water restrictions												
NEX-Exterior Structure, Paint/Repair												
NGA-Garbage Service & Storage												
NGRGrass Length 216												
Nuisance Junk/rubbish/salvage 216									2			
NJUJunk/Brush												
NOX-Noxious Weeds												
NUV-Unlicensed vehicle or missing plates										1		
RNT-Unlicensed rental												
SGN-Signs												
UNP-Unpermitted work												
ZAC-Accessory Building												
ZFE-Fence									1			
ZTDTemporary Dwelling												
Compliance Letters Mailed this period									3	8	9	
Administrative Citations Issues/period							100		T	1		
Criminal Citations Issued/period											T .	
Abated Properties/Period												
Admin Hearings Requested												
Admin Hearings Held w positive judgement					10							
Criminal trials w positive judgement												

Y REPORT	
ANTI MONTHI	
CITY OF IS	

April 2020

FENCE ROOF / SIDING		Number of permits	value or permits	i perimits	Saichiaige	agge	rermit rees	בייי	שמר/ אא	Sac/Wac Fees
FENCE ROOF / SIDING	Month	ξ	Month	ξ	Month	Quarter	Month	YTD	Month	YTD
RODE / SIDING	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
1	0	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00		
DECK	0	10	\$0.00	\$24,700.00	\$0.00	\$22.00	\$0.00	\$1,648.35		
LL FINISH	1	6	\$29,556.00	\$144,205.13	\$14.78	\$14.78	\$792.00	\$4,446.10		
REMODEL / ADDITION	2	8	\$0.00	\$0.00	\$2.00	\$2.00	\$160.00	\$400.00		
GARAGE / SHED	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MISCELLANEOUS	18	57	\$0.00	\$0.00	\$16.00	\$17.00	\$1,930.00	\$5,850.00		
SINGLE DWELLINGS	10	32	\$739,342.04	\$3,629,748.65	\$753.00	\$1,158.64	\$22,496.75	\$62,894.85		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	13	42	\$0.00	\$0.00	\$12.00	\$13.00	\$1,050.00	\$3,375.00		
PLUMBING	15	43	\$0.00	\$0.00	\$13.00	\$16.00	\$1,182.00	\$3,040.00		
RESIDENTIAL TOTAL	29	203	\$768,898.04	\$768,898.04 \$3,798,653.78	\$810.78	\$1,243.42	\$27,610.75	\$81,814.30		
COMMERCIAL										
NEW BUILDINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
REMODEL / ADDITION	1	٣	\$0.00	\$265,000.00	\$25.76	\$25.76	\$1,181.40	\$5,454.90		
PLUMBING	2	2	\$0.00	\$0.00	\$2.00	\$2.00	\$165.00	\$165.00		
MECHANICAL	2	5	\$0.00	\$21,700.00	\$24.39	\$24.39	\$1,207.18	\$1,744.26		
ROOF / SIDING	0	1	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$227.70		
MISCELLANEOUS	8	12	\$0.00	\$9,500.00	\$3.00	\$4.00	\$200.00	\$993.35		
COMMERCIAL TOTAL	80	23	\$0.00	\$302,200.00	\$55.15	\$56.15	\$2,753.58	\$8,585.21		
RESIDENTIAL/COMMERCIAL	67	226	\$768.898.04	\$768.898.04 \$4.100.853.78	\$865.93	\$1.299.57	\$30,364.33	\$90,399.51 \$48,568.00 \$145,527.00	\$48,568.00	\$145,527.00

	# permits	Single units	Single units Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
	114	12	0	0	\$2,203,220.45	\$42,200.42	\$87,813.00
	168	26	0	1	\$7,083,535.74	\$97,096.53	\$199,575.00
	193	28	0	1	\$5,566,976.50	\$88,516.65	\$242,988.80
	185	22	0	0	\$4,968,962.00	\$84,536.30	\$122,662.00
	158	17	0	0	\$4,192,779.60	\$70,262.86	\$99,854.00
	226	32	0	0	\$4,100,853.78 \$90,399.51	\$90,399.51	\$145,527.00
Ì							

THRU 4/30/2020

YEARLY BUILDING PERMIT COMPARISONS

# MONTHLY COMPARISON FOR 2020

Month	# Permits	Permit Value	Permit Fees
January	39		\$10,152.70
February	41	\$1,200,928.35	\$21,432.50
March	45	\$904,927.41	\$15,977.28
April	- 67	\$768,898.04	\$30,364.33
May	13	\$738,924.30	\$12,472.70
June	0	\$0.00	\$0.00
July	0	\$0.00	\$0.00
August	0	\$0.00	\$0.00
September	0	\$0.00	\$0.00
October	0	\$0.00	\$0.00
November	0	\$0.00	\$0.00
December	0	\$0.00	\$0.00
Totals	205	\$4,100,853.78	\$90,399.51



Real People. Real Solutions.

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

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#### **MEMORANDUM**

Date:

May 12, 2020

To:

Honorable Mayor Johnson and Members of the City Council

From:

Jason W. Cook, P.E.

City Engineer

Subject:

**Project Status Report** 

Isanti, MN

Project No.: R13.120117

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

#### 1) TH 65 & Cajima Street RCUT Improvements

Work began May 4, 2020 closing the TH 65 median. This median work is anticipated to be completed by the end of the month. They will then move to working on the Cajima Street east and west sides of TH 65.

#### 2) 6<sup>th</sup> Avenue Rehabilitation

The contractor plans to begin work on this project in late August 2020 with work planned to be completed in mid to late October 2020.

#### 3) 2020 Pavement Management Project

The contractor plans to complete all spot repairs on the pavement, sidewalk, and curb this month. They will return next month to complete the sealcoat and striping work.

#### 4) 2020 Storm System Management Project

The majority of this project has been completed. Minor remaining items will be completed when the pond water level goes down.

#### 5) Legacy Pines 2<sup>nd</sup> Addition

A pre-construction meeting is scheduled for May 14, 2020. The contractor plans to begin work the following week.

### 6) MS4 Implementation

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

In addition to the current projects listed above we have completed and accepted 55 private developments and 76 city contracts since being selected as your City Engineer in 2008.

Please contact me if you have any questions.