

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, MAY 3, 2022 – 7:00 P.M.
CITY HALL**



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

F. Proclamations/Commendations/Certificate Award

G. Approve City Council Minutes

- 1. April 19, 2022- Regular Meeting of the City Council
- 2. April 19, 2022- Committee of the Whole Meeting

H. Announcements

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

Tuesday, May 17, 2022 at 5:00 p.m.

Tuesday, May 17, 2022 at 7:00 p.m.

Tuesday, May 17, 2022

(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

City Administrator Josi Wood

- 1. Resolution 2022-XXX Approving an Agreement Between the City of Isanti and Petersons Promotions for Community Bulletin Board at Isanti Liquor Store
- 2. Consideration of Animal Control and Kennel Services Contract

Community Development Director Stephanie Hillesheim

- 3. Resolution 2022-XXX Approving the Minor Subdivision Plat for Halvorson Acres Located at PID 16.029.2300
- 4. Resolution 2022-XXX Approving the Development Agreement for Fairway Greens North Phase II

L. Approve Consent Agenda

- 1. Payroll in the Amount of \$117,757.61 and Accounts Payable in the Amount of \$313,709.90
- 2. Resolution 2022-XXX Approving the Hire of Part-Time Police Secretary Mary Heiss
- 3. Resolution 2022-XXX Approving a Temporary On-Sale Liquor License to Isanti Firefighter's Rodeo Association for the 46th Annual Isanti Firefighter's Rodeo

4. Resolution 2022-XXX Authorizing Closing of Fund 444
5. Resolution 2022-XXX Approve Amendment to the 2022 Budget for City Hall Cubical Electrical
6. Resolution 2022-XXX Approving Sale of Forfeited Vehicles at Public Auction
7. Resolution 2022-XXX Accepting Resignation for Part-Time Liquor Store Clerk II Janet Booth
8. Resolution 2022-XXX Authorizing Isanti Fire District to Perform an Open Burn
9. Resolution 2022-XXX Rescinding Resolution 2022-086 Authorizing a Reduction in the Letter of Credit For Fairway Greens North
10. Resolution 2022-XXX Authorizing a Reduction in the Letter of Credit For Fairway Greens North Phase I
11. Resolution 2022-XXX Authorizing the Purchase of a Snow Plow Truck
12. Resolution 2022-XXX Approval of Street Lighting Infill for 2022
13. Resolution 2022-XXX Accepting Donation of Custom Bench and Receptacle for Isanti Liquor Store

M. Other Communications

Adjournment

MINUTES

CITY OF ISANTI CITY COUNCIL MEETING

TUESDAY, APRIL 19, 2022 – 7:00 P.M.
CITY HALL



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

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon (via Zoom from Subway, 945 Eagle Drive New Town, North Dakota 58763 due to working out of state), Paul Bergley, Steve Lundeen and Dan Collison

Staff Present: City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim, Finance Director Mike Betker, Chief of Police Travis Muyres and Community Development Special Ryan Saltis

D. Public Comment

Julie and Andy Fiedler, 519 Birch St SW, Isanti MN 55040 shared concerns that they have been trying to pay their utility bill with the help of Lakes and Pines however, it seems there has been some communication issues between the City and Lakes and Pines.

Tammy Gimpl, Gratitude Farms, 22359 Bataan St NE East Bethel, MN 55011 shared her concerns about the information that was shared regarding her business at the April 5, 2022 City Council meeting during public comment.

E. Adopt Agenda

ADD: K.3. Waive Late Fee For Utility Payment by Christine Schulze

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

F. Proclamations/Commendations/Certificate Award

None

G. Approve City Council Minutes

1. April 5, 2022- Regular Meeting of the City Council

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

H. Announcements

1. City Council Meeting
2. Economic Development Authority Meeting

Tuesday, May 3, 2022 at 7:00 p.m.

Tuesday, May 3, 2022

(Immediately following the City Council Meeting)

3. Parks, Recreation and Culture Board

Tuesday, April 26, 2022 at 6:00 p.m.

I. Council Committee Reports

None

J. Public Hearings

1. MS4 Presentation

Community Development Director Stephanie Hillesheim shared a presentation of the 2021 Annual Report for the MS4 Program. Highlights from the presentation included that the Municipal Separate Storm Sewer System was created as part of the 1972 Clean Water Act, MPCA initiated MS4 in 2007, the City of Isanti became MS4 in 2016. A city generally becomes MS4 when the population hits 5,000. The City of Isanti implements MS4 through regulatory mechanisms, education and outreach and environmental protection.

Hillesheim continued to share that the annual report is due June 30th of every year and is part of the MS4 permit requirement. There were 5 illicit discharges in 2021 with 4 discharges found by City staff and 1 public complaint for illicit discharge. Enforcement actions were 9 verbal warnings to Contractors/ Homeowners and 2 violation letters issued. Hillesheim shared the 7 conditions that were found violated during the MS4 audit in February.

Hillesheim further shared that the City is addressing conditions outlined in the audit Letter of Warning, increasing public outreach and training, continue implementation and improvement of SWPPP and continue partnership with Bolten and Menk.

Mayor Johnson opened the public hearing at 7:33 p.m.

No one from the public spoke.

Mayor Johnson closed the public hearing at 7:33 p.m.

K. Business Items

1. Resolution 2022-080 Accepting the 2021 Annual Financial Report and Management Letter (Abdo, Eick and Meyers- *Steve McDonald*)

Steve McDonald from Abdo, Eick and Meyers shared a video presentation regarding the 2021 Financial Audit as well as financial highlights for 2021. McDonald shared that there was an internal control finding in preparation of financial statements. McDonald shared that it is not necessarily bad but a small City comment. There cannot be only one person in place for preparation and acceptance of financial statements. An internal control process cannot have just one person in place resulting in a reportable condition for Council to be aware.

McDonald shared that the General Fund balance at the end of 2021 represented 40% of the following years budget. The target minimum fund balance is 50% and anything between 30% and 50% is adequate working capital range. The City has been in that range each year presented. The General Fund balance increased \$209,000.00 from 2020. Intergovernmental increased in 2020 and 2021 due to mostly because of federal funding that came through the City.

McDonald continued to share that with the Special Revenue Fund balances, the total fund balance for 2021 was \$821,509.00 which was a \$26,699 from the prior year. The indoor arena has a deficient of \$144,761.00 but overtime will be eliminated.

McDonald went on to share that in the City's Capital Project funds, there is a deficit total of \$282,468.00. The deficit in the Street Construction fund is expected to be eliminated in future years with MSA revenue and future tax revenues. Capital Replacement fund has a deficit of \$163,760.00. The deficit in the Capital fund is expected to be eliminated in future years with future lease and tax revenues.

McDonald further shared that there are \$3,310,000.00 in outstanding bonds. A refunding bond was done in 2021 for 2021 Tax Abatement Bonds which has paid off the old bonds which will go down significantly in 2022.

McDonald continued with the Enterprise Funds, which are made up of water, sewer, storm water and liquor funds. McDonald went on to share that all have really good results for 2021 and the last several years. Operating receipts for the water and sewer have been sufficient to pay operating expenses and the debt service that is outstanding. Stormwater revenue has exceeded the operating expenses with a good cash balance. The liquor fund had a balance of \$1,271,834.00 noting that the Liquor Store has unspent bond proceeds of \$564,717.00 accounting for a portion of the increase in cash at the end of 2021.

McDonald went on to share that the overall tax rates have been consist over the last three years.

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

Community Development Director Stephanie Hillesheim

2. **Resolution 2022-081** Approving a Special Event Permit Application for Walk for Life
Community Development Director Stephanie Hillesheim shared that this is a special event permit for the Walk for Life located on the bike/walk path. Hillesheim continued to share that this event has been done annually for quite some time.

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

3. Waive Late Fee For Utility Payment by Christine Schulze

Motion by Bergley, seconded Bergley to waive late fee for Christine Schulze. Motion passed 4-1 with Collison voting nay.

L. Approve Consent Agenda

1. Payroll in the Amount of \$119,821.68 and Accounts Payable in the Amount of \$383,681.17
2. **Resolution 2022-082** Setting Work Sessions for 2023 Budget
3. **Resolution 2022-083** Approving the Hire of Kayla Saltis for the Position of Administrative Assistant Internship

4. **Resolution 2022-084** Approving the Hire of Mason Voshell for the Position of Economic Development Internship
5. **Resolution 2022-085** To Declare Certain Property as Surplus and Authorize It's Sale by Public Surplus Online Public Auction
6. **Resolution 2022-086** Authorizing a Reduction in the Letter of Credit for Fairway Greens North

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

M. Other Communications

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

Adjournment

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

Meeting adjourned at 7:40 p.m.

Respectfully Submitted,



Jaden Strand
City Clerk

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



**TUESDAY, APRIL 19, 2022 – 5:00 P.M.
CITY HALL**

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

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon (via Zoom from Subway, 945 Eagle Drive New Town, North Dakota 58763 due to working out of state), Paul Bergley, Steve Lundeen and Dan Collison

Staff Present: City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim, Finance Director Mike Betker, Chief of Police Travis Muyres and Community Development Special Ryan Saltis

Others Present: Christopher Peterson

D. Public Comment

None

E. Committee Meeting Items

1. Agenda Request (*Christopher Peterson*)

Christopher Peterson shared that he was requesting to provide and maintain the City with a community board at the Isanti Liquor store.

Peterson informed Committee that the board would be no cost to the City. Businesses would be allowed to lease space on the board for advertising for \$150.00 a year. The City of Isanti would be rendered \$150.00 of the profits each year.

Committee further discussed and shared they were in favor of the board but advertisements on the board could not be offensive, inappropriate or direct competition with Isanti Liquor.

Recommendation from Committee is for staff to work with Petersons Promotions to draft contract and bring to future City Council meeting for consideration.

2. Agenda Request (*Christine Schulze*)

Mayor Johnson shared that the Post Office lost Christine Schulze's utility payment resulting in her receiving a \$5.00 late fee.

City Administrator Wood shared Schulze's uses an automatic bill pay system through her bank and when the funds were withdrawn from her bank account on the 10th which would have been plenty of time to receive the payment however, the City did not receive the

payment. There was an envelope with this payment and other payments received from the Post Office that said there was a mailing delay but with no definition of how many days there was a delay.

Consensus from Committee is to add this to the City Council meeting later that night for consideration.

3. Police Updates

Part-Time Police Secretary position has been filled.

The department is down two Patrol Officers but are in the process of interviews to fill the positions.

Designs for rebranding of the department and will come to a future Council meeting for consideration.

Staff visited the new facility to determine steps for remodel of the building.

Window tint project for the Council Chambers is anticipated to begin next week.

4. 3.2 Temporary Liquor License Discussion

The temporary 3.2 application states a request may not exceed four (4) consecutive days and has been common practice for temporary 3.2 licenses. However, City Code does not specify a day limit. State statute states it is at the discretion of the City.

City Code specifies that the City may not issue more than three four-day, four three-day, six two-day or 12 one-day temporary licenses (in any combination) not to exceed 12 days total to any one organization or for any location in the City, within a twelve-month period.

Staff asked for direction on what the number of days a temporary 3.2 license shall be issued for.

Consensus from Committee is for staff to draft an ordinance amendment to reflect the license to be consistent with a regular temporary liquor license but taking Illuminate Isanti into account as that event is for 8 days.

F. Adjournment

Meeting was adjourned at 5:43 p.m.

Respectfully Submitted.



Jaden Strand
City Clerk



Request for City Council Action- MEMO

To: Mayor Johnson and Members of City Council
From: Jaden Strand, City Clerk
Date: May 3, 2022
Subject: Resolution 2022-XXX Approving An Agreement Between the City of Isanti and Petersons Promotions for Community Bulletin Board at Isanti Liquor Store

Background:

At the April 19, 2022 Committee of the Whole meeting, Committee recommended to move forward with Petersons Promotions providing a community bulletin board at Isanti Liquor. Further direction at the April 19, 2022 Committee of the Whole meeting was for staff to work with Petersons Promotions to draft up a contract and bring back to City Council for consideration. Petersons Promotions advised staff that they would like to enter into a contract for at least 3 years.

Request:

Staff would like direction on how long the contract shall be valid for and requesting action on this item.

Attachment:

- Resolution 2022-XXX Approving An Agreement Between the City of Isanti and Petersons Promotions for Community Bulletin Board at Isanti Liquor Store

RESOLUTION 2022-XXX

APPROVING AN AGREEMENT BETWEEN THE CITY OF ISANTI AND PETERSONS PROMOTIONS FOR COMMUNITY BULLETIN BOARD AT ISANTI LIQUOR STORE

WHEREAS, Petersons Promotions requested to provide and maintain a community board at Isanti Liquor; and,

WHEREAS, the community board would allow for approximately 10 businesses to place advertisements on the board for a yearly fee of \$150.00 paid to Petersons Promotions; and,

WHEREAS, the advertisements would be approximately 10 inches x 12 inches; and,

WHEREAS, the cork space available for community posting is 5 feet x 4 feet; and,

WHEREAS, Peterson Promotions will render \$150.00 a year to the City of Isanti; and,

WHEREAS, Committee of the Whole discussed the request at the April 19, 2022 COW and recommended approval; and,

WHEREAS, the agreement with the Petersons Promotions is hereby attached as Exhibit A;

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

1. The City Council hereby enters into the attached contract “Exhibit A”, between the City of Isanti and Petersons Promotions for contracted community board services.
2. Approves and authorizes the City Administrator to sign the contract between the City of Isanti and Petersons Promotions
3. The contract shall run through _____.

This resolution was duly adopted by the Isanti City Council this 3rd day of May 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Exhibit A

**AGREEMENT BETWEEN THE CITY OF ISANTI AND
PETERSONS PROMOTIONS**

This agreement is hereby entered into between the City of Isanti and Petersons Promotions for provision of providing community board services for the City of Isanti at Isanti Liquor. This agreement will be effective through _____.

Through this agreement, Petersons Promotions agrees to provide and maintain the City of Isanti the community board at Isanti Liquor with no cost to the City.

The community board allows for approximately 10 businesses to advertise on the board with the advertisements to be approximately 10 inches by 12 inches in size.

The cork space available for community posting is 5 feet x 4 feet in size.

Petersons Promotions will render \$150.00 a year of the proceeds to the City of Isanti.

Either party (Petersons Promotions or City of Isanti), may terminate this agreement at any time for any reason upon thirty (30) days written notice.

Signed _____
Petersons Promotions

Date _____

Signed _____
City Administrator Josi Wood
City of Isanti

Date _____



Memo for Discussion

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: May 3, 2022
Subject: Consideration of Animal Control and Kennel Services Contract

Background:

Proposals for animal control and kennel services was discussed and ultimately awarded to On-Line Retrievers on April 5, 2022. Council approved action for staff to execute and enter into a contract with On-Line Retrievers based upon the proposal that they submitted to the City. In drafting the contract and discussing the terms with the owner of On-Line Retrievers, it was discovered that their proposal did not include a provision for compensation by the City when a dog is collected but the owner refuses to collect the dog and pay the required fees and the contractor cannot find a placement for the dog. Staff would like to make Council aware of the following language that has been included in the draft contract:

Compensation from City - There is no monthly City fee. If the owner is not identified, has not claimed the dog or a replacement cannot be found who incurs the cost for the fees, the City would incur costs associated with the collection and kennel by the Contractor as outlined in section C. with exception of the per day kennel fee which would be at a rate of \$20.00 per day.

Request:

Staff is requesting direction on this item.

Action Required:

If the Council concurs with the language written in the contract, it should by motion, take the following actions:

1. Approve the contract between the City and On-Line Retrievers as presented.

Attachment:

- Draft Contract with On-Line Retrievers

CITY OF ISANTI

ANIMAL CONTROL AND KENNEL SERVICES CONTRACT

THIS AGREEMENT between the **City of Isanti** (hereinafter “**City**”), whose principal office is located at 110 First Avenue NW, City of Isanti, State of Minnesota, and **On-Line Retrievers** (hereinafter “**Contractor**”), is made and entered into on the ____ day of _____, 2022.

A. Period of Agreement.

City hereby agrees to hire Contractor to render services as a dog care provider (kennel services) and on-call animal control officer, and Contractor faithfully agrees to diligently perform such duties through March 31, 2027.

B. Nature of Services.

Kennel Services: Contractor shall perform the services contemplated by this agreement in a discreet, humane manner. Contractor is retained as an independent contractor to assist with the dog care for unleashed dogs picked up by Isanti City’s Animal Control Officer and/or law enforcement within the City of Isanti. It is specifically made part of this Agreement that the nature of services to be provided by Contractor shall include the provision of a place for each dog to stay; together with the provision of food, water and walking/exercising the dogs. The Contractor will be responsible to contact the rescue party i.e., animal shelter, human society, etc. for pick-up, or shall transport all dogs to the vet at the end of the five (5) days each unclaimed dog is to be held pursuant to City Ordinance and State Statute. If a dog that has bitten a person and is impounded, that dog must be kept apart from other animals and observed for a period of ten (10) days pursuant to City Ordinance and State Statute, during which time the Contractor shall notify the City of signs of any transmittable diseases. This time period may be shortened if a release signed by the owner of the dog is received authorizing euthanasia or disposal of the dog; and the owner has provided payment of all fees relating to the impoundment, kenneling of the dog and veterinary charges. If needed for a dog bite incident, the Contractor is responsible transport of the dog to the University of Minnesota.

It is understood, pursuant to this agreement, that the Animal Control Officer shall bring all dogs caught directly to Contractor. Contractor will provide services for the City of Isanti seven days a week, twenty-four hours per day.

Animal Control Services: Contractor shall, upon request of the Isanti Police Department, City Administrator (or designee), or other Law Enforcement Agency, take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance or Minnesota State Statute in the corporate limits of the City of Isanti. Contractor shall also have the authority to pick up any dog that is observed by the Contractor and only those dogs that are determined to be in violation of any City Ordinance or Minnesota State Statute, when he/she is driving through the City without a direct request from the Isanti Police Department or City Administrator (or designee). All apprehensions of dogs or other animals shall be in a lawful, efficient and workman like manner. All animals apprehended pursuant to this contract shall be treated humanely, and shall be delivered into the custody of the party or facility designated by the City. The Contractor shall respond to calls for service within a four (4) hour time frame on a 24 hour basis, Monday through Sunday; including defined Holidays as

available. If not available for immediate response, the City of Isanti reserves the right to bring the dog to the kennel facilities for containment.

C. Compensation

All fees must be paid by the Owner before the Owner may collect the dog. Owners reclaiming the dog will pay for all costs associated including but not limited to: transporting, boarding and other services at the following rates:

Kennel Service: Contractor shall receive **\$30.00** per day from dog Owner for the provision of food, water and walking/ exercising and current **IRS mileage rate** for the transportation of a dog kept pursuant to this agreement to the rescue party, shelter or Veterinarian. The Contractor shall keep fees for kenneling from the Owner of the dog. The Contractor shall also collect Impound Fees. If the dog is unlicensed and released to the Owner after payment of all fees, the Contractor shall notify the Police Department.

Animal Control Service:

1. **\$100.00 plus Mileage (IRS rate)** for the first dog – pick up and transport to Kennel when requested.
2. Same Call – Additional dog - **(no fee)** for pickup and transport to kennel as directed by the City.
3. **\$100.00 plus Mileage (IRS rate)** for transport of one dog as directed by the City to the designated dog kennel when animal is held at the Police Department or City Hall.
4. Respond to compliant **\$100.00 plus Mileage (IRS rate)**
5. **\$100.00 plus Mileage (IRS rate)** for a dog bite incident including transport to veterinarian; then to the University of Minnesota.
6. Hourly rate of **\$50.00** for public service requests or if required.
7. The contractor shall provide a monthly report for the Isanti Police Department for each animal impounded. The report shall include the following:
 - a) Isanti Police Department Incident Number (ICR Number)
 - b) Date and location of impoundment
 - c) Date and location of release
 - d) Full name of person the animal was released to
 - e) Animal Breed and Sex
 - f) Detailed information if any medical treatment was provided

g) Information regarding City Licensure of the animal

h) Amount of any additional fees collected for re-occurring impoundments.

D. Compensation from City

There is no monthly City fee. If the owner is not identified, has not claimed the dog or a replacement cannot be found who incurs the cost for the fees, the City would incur costs associated with the collection and kennel by the Contractor as outlined in section C. with exception of the per day kennel fee which would be at a rate of \$20.00 per day.

E. Licensing and Certification

Contractor hereby agrees to maintain all professional licensing and certification required by local, state and federal law, and/or Associations for Animal Control and Kenneling Services.

F. Relationship of Parties

The parties intend that an independent contractor relationship will be created by the Agreement. The City is interested only in the results to be achieved, specifically; the caring for dogs not restrained within City limits, and the conduct and control of the work will lay solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose, and the employees of the Contractor, if any, are not to be considered employees of the City, and are not entitled to any of the benefits that the City provides its employees. It is further understood that Contractor may perform services for other entities, as long as such relationship does not impede, or prohibit, the provision of services for City pursuant to this Agreement.

G. Liability Insurance and Indemnification

The services to be performed by Contractor pursuant to this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the use and condition of tools and equipment used in the performance of Contractor's duties, efforts and work as dog care provider. Contractor shall be solely responsible for obtaining, at contractor's expense, liability insurance coverage naming the **City of Isanti** as additional insured, in an amount of not less than \$1,000,000.00 insuring against personal injury or property damage for liability to third parties. Contractor further agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement, including costs and attorney's fees.

H. Termination

It is further agreed that in case of violation, breach or non-performance by Contractor of any of the agreements contained in this Contract, City shall have the right to declare this Contract immediately null and void upon written notice to Contractor. This Contract shall become effective through March 31, 2027 unless either party gives to the other written notice of not less than sixty (60) days, said notice stating that this Agreement shall be terminated and the effective date of termination. No amendment or modification of this Contract shall be effective unless made in writing and signed by both the City and Contractor.

I. Facilities and Equipment

Contractor shall be responsible for providing all tools and equipment necessary to perform the duties of animal control and kennel services. The City will not provide office space to

Contractor for services. Contractor shall provide appropriate kennels for the retention of dogs caught by Contractor until appropriate disposition can be made for each such dog retained.

J. Monthly Report

Contractor agrees to provide to City at the end of each month a summary of all dogs cared for.

K. Business Records

At all times during the course of the Agreement, and upon termination of this Agreement by either party, all files, documents and records relating to performance of dog care by Contractor shall remain the property of City, and shall be provided to City at any time upon its request to contractor.

L. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or representations, whether written or oral.

M. Adjustment over the Term of the Contract

A 2.5% adjustment to the per day Kennel Fee service will be incurred annually.

CONTRACTOR

CITY OF ISANTI

David A. & Michelle Russell
On-Line Retrievers

Josi Wood
City Administrator

SUMMARY OF SPECIFICATIONS

KENNEL SERVICES

Statement of Work

Provide kennel services as a dog care provider providing room and board for dogs impounded by the City of Isanti or the Animal Control Officer.

Services to be Provided

- Provided dog care services in a discreet and humane manner.
- Care for unleashed dogs picked up by the City's Animal Control Officer and / or law enforcement within the City of Isanti.
- Assist in the pick up of unleashed dogs in the event the Animal Control Officer and / or law enforcement is unable to pick up an unleashed dog due to other emergency.
- Provide a place for each dog to stay.
- Provide food, water, and walking / exercising the dogs.
- Provide medication for the needs of any dogs in care of the provider.
- Transport all dogs to the vet at the end of the required number of days pursuant to State Statute for each unclaimed dog.
- Observe any dog for a period of ten (10) days (or pursuant to State Statute) that has bitten a person and is impounded; as well as keep the dog apart from other animals; and notify the City of signs of any transmittable diseases.
- Provide kennel services seven (7) days a week, twenty-four (24) hours per day.

Equipment

- Provide all tools and necessary equipment.
- Provide appropriate kennels for the retention of dogs to be cared for.

Accounting, Billing, Business Records

- Provide to City at the end of each month a summary of all dogs cared for, and an itemization of charges for each such dog cared for.
- Files, documents, and records relating to performance of dog caring shall remain the property of the City, and shall be provided to the City at any time upon its request by the kennel provided.

Licensing and Certification

Maintain all professional licensing and certification as required by local, state, and federal law, and / or Associations for Animal control and Dog Kennels.

Liability Insurance and Indemnification

- Provide services at own risk.
- Assume all responsibility for the use and condition of tools and equipment used in the performance of required duties, efforts and work.
- Carry liability insurance for an amount of not less than **\$1,000,000** and provide a certificate of said insurance as provided in the proposed contract with the City.
- Agree to an indemnification clause as provided within the contract between the City of Isanti and the kennel services provided.

Termination

Contractor must agree to a sixty (60) day termination clause as provided in a contract between the City of Isanti and the service provider as provided within the specifications.

SUMMARY OF SPECIFICATIONS

ANIMAL CONTROL SERVICES

Statement of Work

On-Call Animal Control Officer shall furnish all labor, equipment, and services performed for the job of animal control for the City of Isanti.

On-Call Animal Control Officer Duties

Upon request of the Isanti Police Department, City Administrator (or Designee), or other Law Enforcement Agency, shall take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance, or Minnesota State Statute in the corporate limits of the City of Isanti. The Animal Control Officer shall also have the authority to pick up any dog that is observed by the Officer and are determined to be in violation of any City Ordinance or Minnesota State Statute; when driving through the City without a direct request from the Isanti Police Department or City Administrator (or Designee).

Services to be Provided

The On-Call Animal Control Officer shall provide the following services:

- Respond to a call by the Police Department or authorized City Staff to pick up and / or transport dogs.
- Respond to call to assist law enforcement for pick-up / and or transport of other animals.
- Transport one or more dogs or other animals as directed by the City to a designated dog kennel when animal is held at City Hall.
- Respond to complaints as directed by the Police Department or authorized City Staff.
- Provide services on a holiday as available.

Holidays shall be identified as follows:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
½ day Christmas Eve Day	Christmas Day

Identification

The City shall provide the Animal Control Officer with appropriate credentials and / or identification to identify the Contractor as the "Official Animal Control Officer" for the City of Isanti.

Indemnification

The Animal Control Officer shall agree to an indemnification clause as provided within the contract between the City of Isanti and the Animal Control Officer.

Insurance

The Animal Control Officer must provide liability insurance coverage and shall provide a Certificate of Liability Insurance to the City of Isanti and shall name the **City of Isanti** as an additional insured. Said insurance shall protect against liability for personal injury or property damage to third parties of not less than **\$1,000,000**.

Termination

Animal Control Officer must agree to a sixty (60) day termination clause as provided in a contract between the City of Isanti and the service provider.



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: April 19th, 2022
Subject: Request by Duane Halvorson for approval of a Minor Subdivision Plat under City Ordinance 740, said request is to split PID 16.029.2300 into three parcels.

Background: A presentation was given at the April 19, 2022 Planning Commission Meeting by the City's Community Development Specialist in regards to the Minor Subdivision Plat proposed for Halvorson Acres. The 16.8-acre vacant parcel is proposed to be split into three separate parcels with the objective of providing two sellable commercial lots near 6th Ave NE and a residential zoned lot to the east. A representative of the applicant, Grant Lindberg was present at the meeting and available to answer questions regarding the plat. Lindberg explained that he is working with surveyors to correct comments made by the city engineer and give legal access to the parcels. Discussion was had between Planning Commission Members regarding accessibility to each parcel, zoning, and buildable area for the lots.

There was no one else from the public present for resident comments and the public hearing closed.

The City of Isanti Planning Commission approved the Minor Subdivision Plat for Halvorson Acres with conditions at the April 19, 2022 Planning Commission meeting. Motion for approval with conditions passed 6-0.

Request: Consider adopting the resolution.

Attachments

- Resolution
- Planning Commission Report with Exhibits

RESOLUTION 2022-XXX
APPROVING THE MINOR SUBDIVISION PLAT FOR HALVORSON ACRES
LOCATED AT PID 16.029.2300

WHEREAS, Duane and Jeannine Halvorson (applicants) have requested approval of a Minor Subdivision Plat to split PID 16.029.2300 into three separate parcels; and,

WHEREAS, under Isanti's Subdivision Ordinance (Ord. 740), a lot split that will create 4 or fewer lots is required to follow the standards set under a Minor Subdivision Plat; and,

WHEREAS, the proposed Minor Subdivision Plat meets all of the requirements found in Article 3 Minor Subdivision Plat of Ordinance 740, Isanti's Subdivision Ordinance; and

WHEREAS, the City of Isanti Planning Commission recommended approval of the Minor Subdivision Plat on April 19, 2022; and,

WHEREAS, the City of Isanti City Council reviewed the requested Minor Subdivision Plat at its regularly scheduled meeting on May 3, 2022;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that the requested Minor Subdivision Plat be hereby APPROVED subject to the following conditions:

1. Address items/conditions identified in the Memorandum from City Engineer Jason Cook dated February 28, 2022 to Community Development Director Stephanie Hillesheim
2. Address items/conditions identified in the Memorandum from Isanti County Highway Engineer Justin Bergerson dated April 14, 2022

This Resolution is hereby approved by the Isanti City Council this 3rd day of May, 2022

Mayor Jeff Johnson

Attest:

City Clerk Jaden Strand



MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: April 19, 2022

SUBJECT: Request by Duane Halvorson for approval of a Minor Subdivision Plat under City Ordinance 740, said request is to split PID 16.029.2300 into three parcels.

Overview/Background:

Discussion was had between the applicant and City Staff about splitting the 16.8-acre vacant parcel into three separate parcels. The split is intended to provide two parcels near 6th Ave NE (1.44 acres and 1.58 acres) and have a remaining 12.53 acres to the east. The objective of the lot split is to create more sellable lots for commercial purposes to the east. The applicant originally applied for a minor subdivision plat in February 2022 but was found to have discrepancies in the survey/plat that was submitted.

Analysis of Application

The purpose of a Minor Subdivision Plat is for the division of land or re-subdivision, including consolidation of land and to provide an expedited procedure in limited cases where strict adherence to the standard platting process.

The Minor Subdivision Plat may be utilized where the following circumstances exist:

- A. The property to be divided will result in four (4) or fewer lots.
The parcel will be split into three total parcels.
- B. The property has not previously been subject to division by either an Administrative Subdivision or Minor Subdivision Plat.
The vacant parcel has not previously been a part of an Administrative Subdivision or Minor Subdivision Plat.
- C. The property to be divided is not part of a Planned Unit Development (PUD).
The subject parcel is not a part of a Planned Unit Development.

- D. The newly created lots shall meet the requirements of the underlying zoning district; and shall not cause any structure on the land to be in violation of the Zoning Ordinance.
The underlying zoning districts include both "R-3A" Low Density Multiple Family Residential and "B-2" General Business. There are currently both of these zoning districts on one parcel with B-2 on the north near County Rd 5 and R-3A along 6th Ave NE. The parcel must be subdivided before a rezoning occurs. Currently, the proposed subdivision will meet requirements in both zoning districts and there are no structures on the vacant land which will be in violation of the Zoning Ordinance.
- E. No variances are required to complete the subdivision as proposed.
No variances are needed to complete the proposed subdivision of the parcel.
- F. All standards, requirements, and improvements required of a standard subdivision are required for a Minor Subdivision.
The proposed Minor Subdivision Plat has been reviewed and is compliant with these Subdivision requirements.
- G. For residentially zoned lots, the proposed lot area of each lot within a re-subdivision or consolidation is no more than twenty (20) percent greater or ten (10) percent less than the average zoning lot area on that same frontage.
This requirement is not applicable to this proposal.
- H. For residentially zoned lots, the proposed lot width of each lot is no more than twenty (20) percent greater or ten (10) percent less than the average zoning lot width on the same frontage.
This requirement is not applicable to this proposal.

Zoning

The subject site is currently zoned "R-3A" Low Density Multiple Family Residential on the east and south portion of the parcel. The north portion of the parcel is zoned "B-2" General Business. If approved to split into three parcels, it is recommended that each separate parcel be rezoned in the future to achieve the end goal of creating two commercial lots near 6th Ave NE. At this time, the only consideration is to split PID 16.029.2300 into three parcels.

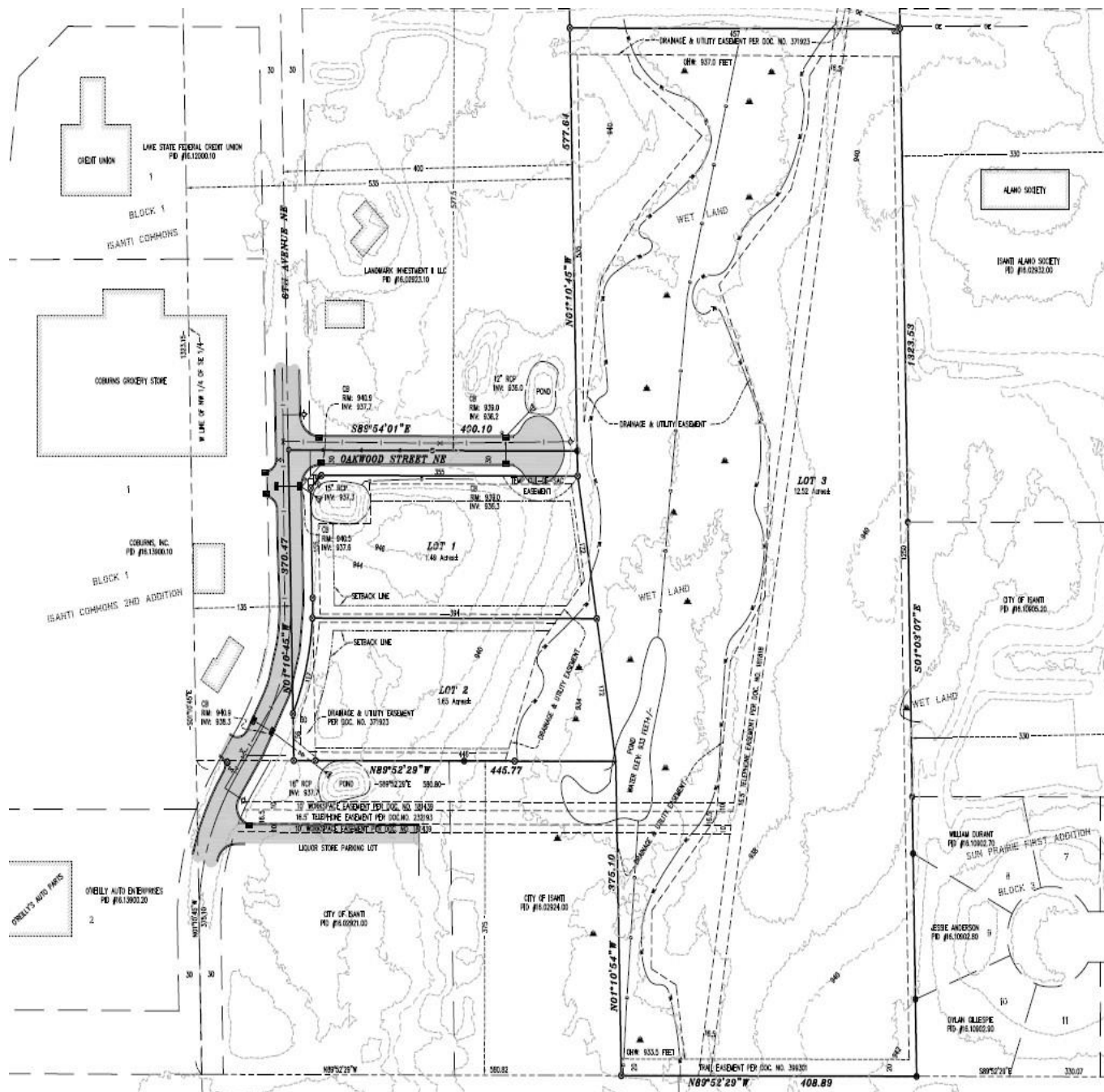
Staff Recommendation:

Staff recommends approval of the Preliminary and Final Plat subject to the following conditions:

1. Address items/conditions identified in the Memorandum from City Engineer Jason Cook dated April 7, 2022 to Community Development Director Stephanie Hillesheim
2. Address items/conditions identified in the Memorandum from Isanti County Highway Engineer Justin Bergerson dated April 14, 2022

Attachments:

- Proposed Plat
- City Engineer's memo
- Fire Chief memo
- Isanti County Highway Engineer Memo





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: February 28, 2022
To: Stephanie Hillesheim, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Halvorson Acres – Preliminary Plat – 2nd Review
City of Isanti, MN
Project No.: 0R1.126218

We have reviewed the revised Preliminary Plat entitled “Halvorson Acres” received on February 24, 2022. The preliminary plat includes the minor subdivision of one lot into 3 smaller lots and roadway right-of-way.

We have reviewed the submitted documents and continue to have the following comments from the initial review:

Preliminary Plat:

1. Verify width of ROW required by Isanti County as well as any access requirements. Submit documentation from the County with their required ROW width and their statement on access requirements.
 - a. Submit concept roadway layout on Lot 3 based on County access requirements.
2. Submit temporary cul-de-sac easement separately for Oakwood temp cul-de-sac.
3. The south bearing & distance line along the liquor store site appears to use the new Deed description sent to the owner for signatures. This needs to be signed and returned to the City before anything can be approved.

We recommend approval of the preliminary plat once the above comments are addressed, and the additional documents are submitted and approved.

Please contact me if you have any questions.

March 30, 2022

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



RE: Halvorson Acres

City of Isanti Planning Commissioners,

Isanti Fire District has reviewed the proposed Halvorson Acres Subdivision, PID 16.029.2300.

Isanti Fire supports the continuation as presented in the March 29, 2022 development review meeting providing that all State and City fire codes are conforming per City of Isanti Code 111-113: *Adoption of MN State Fire Code.*

Sincerely,

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

Alan Jankovich | Fire Chief
Isanti Fire District



ISANTI COUNTY HIGHWAY DEPARTMENT
232 EMERSON STREET NORTH
CAMBRIDGE, MINNESOTA 55008
TEL: 763-689-1870
FAX: 763-689-9823

Justin Bergerson, PE
County Engineer

Joe Meemken, PE
Asst. County Engineer

Tim Carlson
Maintenance Superintendent

Dana Erickson
Office Manager

MEMORANDUM

Date: April 14, 2022

To: Tyler Kroschel, L.S.

From: Justin Bergerson, P.E.
County Engineer

Subject: Comments for Halvorson Acres – Preliminary Plat Review;
Access to County Road 5 (Heritage Boulevard)

The highway department has reviewed the submitted documents and have the following comments:

Preliminary Plat:

1. The right of way needs to be widened to allow for 60 feet as measured from the centerline of road traveled.
2. The preference of the county would be for lot 3 to access CSAH 5 via existing city street.
3. A driveway access is possible, it would require a right turn at minimum and possibly a left turn lane as well. Location of driveway access to be coordinated with Isanti County Highway Department before final plat recording.
4. It is not anticipated that a new city street in Lot 3 with access onto CSAH 5 would be permitted now or in the future.
5. Isanti County Highway Department access permits would be required for new entrances to the County road.

Please contact me if you have any further questions or revisions.



Memo

To: Mayor Johnson and Members of the City Council
From: Stephanie Hillesheim, Community Development Director
Date: May 3, 2022
Subject: Development Agreement for Fairway Greens North Phase II

Background:

The City Council approved the Final Plat of Fairway Greens North Phase II on March 1, 2022 consisting of 21 lots. The Developer has prepared and reviewed the attached Development Agreement to allow construction to begin.

Recommendation:

City staff recommend moving forward with the development agreement as presented.

Request:

Staff is requesting action on this item.

Attachment:

Development Agreement for Fairway Greens North Phase II

RESOLUTION 2022-xxx

**APPROVING THE DEVELOPMENT AGREEMENT FOR FAIRWAY GREENS
NORTH PHASE II**

WHEREAS, Home Pride Inc has an approved final plat known as Fairway Greens North;
and,

WHEREAS, a Development Agreement for Fairway Greens North (Phase II) has been prepared and reviewed by the Developer and is ready for consideration by the City Council of the City of Isanti;

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) 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 3rd day of May 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

CITY OF ISANTI
ISANTI COUNTY, MINNESOTA
DEVELOPMENT AGREEMENT
FAIRWAY GREENS NORTH (PHASE II)

THIS AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2022, between the **City of Isanti**, a Minnesota municipal corporation (the "City") and **HomePride Inc**, a Minnesota corporation (the "Developer").

RECITALS

WHEREAS, the City Council, by Resolution No. 2021-021, on February 2, 2021, approved Preliminary Plat known as "Fairway Greens North" (the Plat); and,

WHEREAS, the Plat, which is of the overall Fairway Greens North development, contemplates development of real property into 167 residential housing units ("Lots") to be built in phases (Phase Two – 21 lots), each of which is subject to the Master Agreement and their own subsequent agreement; and

WHEREAS, the City Council, by Resolution No. 2022-039, on March 1, 2022, approved Final Plat for Fairway Greens North 2nd Addition; 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), development of the Plat shall adhere to the provisions set forth herein.
2. **Escrow for City Costs and Fees.** Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$30,000, to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. A separate escrow of the same amount will be established with the Developer for each Phase. All fees and costs incurred by the City in connection with each Phase 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(s) after the completion of the applicable Phase shall be refunded to the Developer. In the event the escrow account is depleted, the Developer shall post additional sums of money to replenish the account in increments of \$10,000 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.
3. **Developer Installed Municipal Improvements.** The Developer shall construct the following described municipal improvements for the Development, which are hereinafter collectively called "Developer Installed Municipal Improvements." The Developer Installed Municipal 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 Municipal 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 Municipal 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, and bituminous streets, with concrete curb and gutter, streetlights, sidewalks and trails.

- b. The Developer shall provide adequate off-street parking on all lots abutting on cul-de-sacs, or termination turnarounds, so that the City can prohibit on-street parking, if necessary, for safety and maintenance purposes.
 - c. 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.
 - d. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground within platted utility easements or road rights-of-way.
4. **Erosion Control.** Soil stabilization shall be employed throughout each Plat as required to ensure 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 48 hours from the time of the telephone notice. If said work is not commenced within 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 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 13. The erosion control plan shall be in accordance with the Minnesota Pollution Control Agency's NPDES Phase II requirements.

5. **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 be submitted to and approved by the City 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 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 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 13.

6. **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 per the approved plan. 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 to cover storm water conveyance needs. The Developer shall maintain all drainage area easements on each Lot and no improvements, landscaping or grading shall be permitted in drainage area easements that would interfere with drainage.

7. **Sidewalks/Trails.** The Developer shall build all required sidewalks and trails located within the Development according to the approved plans associated with the

Development.

8. **Streetlights.** Streetlights 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 streetlights 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. Street lights must be installed prior to acceptance of the municipal improvements and the beginning of the warranty period.

9. **Street Repair.** It is anticipated that heavy construction equipment will be using City and County roads to access the Plat. 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.

10. **Schedule.** All work for the Developer Installed Municipal 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 Municipal Improvements shall be fully completed to the reasonable satisfaction and approval of the City by the target date, which will be set for each Phase of the Development, subject to unavoidable delays. "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 Municipal 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.

11. **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.

12. **Warranty of Improvements.** The Developer represents and warrants that all the Developer Installed Municipal Improvements made shall be guaranteed to be properly functioning as designed for a period of two years following acceptance by the City of the Developer Installed Municipal 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 the Developer Installed Municipal Improvements have been approved and accepted 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 warranty bond to guarantee completion of warranty items.

13. **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 Municipal Improvements to be completed in the Phase(s) of the Development. The form of such financial guarantee shall be at the option of the Developer subject to the City’s approval of 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 Municipal Improvements for each Phase of 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 Municipal Improvements have been completed to the satisfaction of the City. The Developer has a right to request reduction of the escrow, or letter of credit amount as work on the Developer Installed Municipal Improvements progresses. Specifically, the Developer shall send a written request to the City’s Community Development Director for a specific reduction in the amount of the escrow, or letter of credit. City staff shall review that request and make a recommendation to the City Council as to whether the escrow, or letter of credit should be reduced and if so, to what amount. The City Council shall then decide whether 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

Municipal Improvements until after submittal of record plan documents as required by paragraph 23, or below 10% of the total construction cost of the Developer Installed Municipal Improvements until two years following acceptance of the Developer Installed Municipal Improvements. At that point, the escrow, or letter of credit shall be released or refunded, as applicable, if no warranty work remains to be done.

14. **Signs, Signals, & Markings.** All costs associated with markings and signs 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.

15. **Lowest Floor Elevations.** No building shall be constructed on any of the Lots herein unless the lowest floor elevation is at least two feet above the 100-year flood elevation or two 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. The developer shall provide written notice to buyers whose lots are located in the 100 year floodplain at the time a purchase agreement is executed.

16. **Park Fee.** The City has a policy to build up a capital account for future park acquisition and development by means of a park dedication fee. For each Phase the Developer agrees to pay the current park dedication fee based on the number of residential units. Park Fees for Final Plats approved shall be as per the City Fee Schedule. Park dedication fees for Phase one are to be determined, recognizing that some of the park dedication fees may be accepted in land dedication.

17. **Signal Light Fee.** For each Phase of the Development, the Developer shall contribute a signal light fee based on the number of residential units (Lots). Signal Light fees for shall be as per the City Fee Schedule. Fees are to be paid before any work on a Phase may begin. The fees current as of the date of this Agreement and applicable to Phase One are set forth in Exhibit B.

18. **Trunk Utility Charge.** For each Phase of the Development, the Developer shall pay a utility trunk charge based on the number of residential units (Lots) as per the City Fee Schedule. Fees are to be paid before any work on a Phase may begin. The fees current as of the date of this Agreement and applicable to Phase One are set

forth in Exhibit B.

19. **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. This includes any permits or agreements for construction on/over the gas easement.

20. **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.

21. **Miscellaneous Provisions.** The Developer specifically understands that approval for Fairway Greens North is given subject to the following requirements:

- a. The Final Plat must be submitted by the Developer to the City for signatures (and the Mylar “hard shells” must be fully executed) within 120 days of the Council approval of the Final Plat or said approval shall be null and void. The Developer will pay for all costs pertaining to Plat recording and submit to the County for 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. 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.
- c. 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.
- d. 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. The following setbacks shall apply:

Front setback: 30 feet
Side yard setback: 8 feet
Street side yard setback: 20 feet
Rear yard setback: 20 feet
Accessory structure setback: 5 feet

- e. 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.
- f. Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- g. Drainage and erosion control methods for this development shall be completed prior to the City accepting the roadways or the Developer Installed Municipal Improvements. All work shall be inspected by the City to ensure 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.
- h. The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- i. 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.
- j. No material deviations from the approved Final Plat and or construction plans shall be allowed unless approved in writing by the City.
- k. The Developer shall provide the City with legal descriptions of all parcels of land that are to be subdivided as a part of this project.
- l. 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.

- m. The Developer shall provide on-site a sufficient number of portable outhouses to be available for the persons who will be working on-site.
- n. During the installation of the Developer Installed Municipal 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.
- o. 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.
- p. The bituminous wear-course shall not be placed until the following construction season from when the sanitary sewer and watermain were installed unless approved by the City Engineer.

22. Special Provisions. The following shall apply:

- a. **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 2021-021, shall apply.
- b. **Liquidated Damages.**
 - i. Developer Installed Municipal 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 \$1000.00 for each such closing that occurs in violation of this paragraph. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to in paragraph 13 as security for payment of any liquidated damages owed to the City. The City reserves the right to not issue a Certificate of Occupancy in addition to liquidated damages until all Developer Installed Municipal Improvements are certified as being substantially complete.

- ii. The Developer agrees to pay liquidated damages to the City in the amount of \$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. Liquidated damages for encroachment are not an exclusive remedy and do not preclude the City from objecting to the encroachment, demanding removal of the encroachment, or initiating legal action to remove the encroachment. In the event

- c. **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.

23. Record Information Requirements. Following completion of all development activities for each Phase, the Developer shall provide to the City “as-built” plans for all Developer Installed Municipal Improvements and land within the Plat. This information shall be provided to the City by two printed copies, one mylar “hardshell” and one 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 accepting the Developer Installed Municipal Improvements and starting the warranty period. As-built information shall include:

- a. Topography in two-foot contour intervals.
- b. Water System facility information, including:
 - i. Location, size and depth of all mains and services;
 - ii. Location and type of all valves and,
 - iii. Location of all hydrants.
- c. Sanitary sewer facilities information, including:
 - i. Location, size and depth of all mains and services;

- ii. Location and invert elevations of all manholes; and,
 - iii. Location, size and depth of all lift stations.
- d. Storm sewer facilities information, including:
 - i. Location, size and depth of all storm sewers;
 - ii. Location and invert elevations of all manholes; and,
 - iii. 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.
- 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.

24. **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 this Agreement and agree to the conditions hereof.

25. **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 Municipal Improvements and starting the warranty period.

26. **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 on 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 to give notice hereof to subsequent purchasers and successor owners. The cost of said recording shall be borne by the Developer.

27. 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, and 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.

- 28. 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.

29. **Insurance.** The Developer will provide and maintain or cause to be maintained at all times during the process of construction of the Developer Installed Municipal Improvements until six months after acceptance of all Developer Installed Municipal 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 \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$200,000.00 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.

30. **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:
 - i. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Developer Installed Municipal 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 Municipal 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.

- ii. Failure by the Developer 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 undertake any one or more of the following:

- i. 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.
- ii. 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.
- iii. The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.
- iv. The Developer agrees that if the escrow or financial guarantee is insufficient or terminates, the City has the right to use the special assessment process under Minnesota Statutes chapter 429 to construct and pay for uncompleted Developer Installed Municipal Improvements or to correct and repair any improvements under warranty. This constitutes a petition to undertake such public improvements under Minnesota Statutes chapter 429, and waiver of any all rights to notices, hearings and appeal under said chapter.

31. **Notice and Demands.** 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:

- a. Developer: HomePride Inc
3495 Northdale Blvd Suite 200
Coon Rapids MN 55011
- b. City: City of Isanti
City Administrator
P.O. Box 428
Isanti, MN 55040

Either party may designate an additional or another address upon giving notice to the other party pursuant to this paragraph.

32. 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.

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

34. 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 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

Attest:

City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared Jeff Johnson and Jaden Strand, of the City of Isanti, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Isanti by the Mayor and City Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.

Notary Public

HomePride Inc.

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of _____, 2022, before me, a Notary Public, within and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of HomePride Inc. named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company and acknowledged to be the free act and deed of said company.

Notary Public

This document was drafted by:

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

City of Isanti

Gross Payroll	101,410.91
Social Security & Medicare	5,900.92
Public Employees Retirement	10,445.78
Total City Expense	<u>117,757.61</u>

Pay Date 4/29/2022

Pay Period 9 (4/10-4/23/22)

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 4/20/2022 - 4/20/2022Page: 1
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Report Criteria:

Report type: Summary

Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/22	04/20/2022	58167	127	ABDO	609-20200	5,000.00
04/22	04/20/2022	58168	2290	AMERICAN FLAGPOLE & FLAG CO	101-20200	1,432.83
04/22	04/20/2022	58169	2030	ARTISAN BEER COMPANY	609-20200	73.80
04/22	04/20/2022	58170	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	539.55
04/22	04/20/2022	58171	3177	BARACK REALTY LLC	505-20200	500.00
04/22	04/20/2022	58172	53	BELLBOY CORPORATION	609-20200	5,201.80
04/22	04/20/2022	58173	9	BERNICKS PEPSI-COLA	609-20200	2,403.05
04/22	04/20/2022	58174	3184	BLUE WATER PLUMBING INC	601-20200	725.00
04/22	04/20/2022	58175	1500	BOLTON & MENK INC	601-20200	47,731.00
04/22	04/20/2022	58176	2319	BREAKTHRU BEVERAGE OF MN	609-20200	9,268.74
04/22	04/20/2022	58177	1792	CARLOS CREEK WINERY	609-20200	756.00
04/22	04/20/2022	58178	3163	CASTELLANO, KEVIN	609-20200	276.25
04/22	04/20/2022	58179	1250	CENTRAL TRAILER SALES	920-20200	5,958.00
04/22	04/20/2022	58180	1815	CENTURYLINK	609-20200	614.56
04/22	04/20/2022	58181	1822	CENTURYLINK BUSINESS SERVICES	101-20200	14.58
04/22	04/20/2022	58182	918	CRYSTAL SPRINGS ICE	609-20200	177.07
04/22	04/20/2022	58183	8	DAHLHEIMER DISTRIBUTING CO	609-20200	27,937.80
04/22	04/20/2022	58184	1941	DELTA DENTAL	861-20200	3,440.40
04/22	04/20/2022	58185	2478	EAST CENTRAL ENERGY	101-20200	42.85
04/22	04/20/2022	58186	912	FASTENAL COMPANY	101-20200	163.17
04/22	04/20/2022	58187	3140	GARPHISH BREWING COMPANY	609-20200	528.00
04/22	04/20/2022	58188	424	H & L MESABI COMPANY	101-20200	4,936.48
04/22	04/20/2022	58189	739	HACH COMPANY	601-20200	165.27
04/22	04/20/2022	58190	3179	HERMANSON, DUANE & DEBBIE	108-20200	110.00
04/22	04/20/2022	58191	126	ICMA	101-20200	1,159.00
04/22	04/20/2022	58192	1891	ISANTI AREA JOINT FIRE DISTRICT	101-20200	68,270.28
04/22	04/20/2022	58193	114	ISANTI COUNTY RECORDER	505-20200	138.00
04/22	04/20/2022	58194	188	ISANTI COUNTY SHERIFF	101-20200	223.52
04/22	04/20/2022	58195	1563	ISANTI ELECTRIC INC	601-20200	4,382.58
04/22	04/20/2022	58196	113	ISANTI TIRE & AUTO CARE INC	101-20200	44.50
04/22	04/20/2022	58197	7	JOHNSON BROTHERS LIQUOR CO	609-20200	9,881.72
04/22	04/20/2022	58198	5	KAWALEK TRUCKING	609-20200	323.40
04/22	04/20/2022	58199	3180	KOSTENKO, TANYA	108-20200	210.00
04/22	04/20/2022	58200	3181	LEBAK, MARY JANE	108-20200	10.00
04/22	04/20/2022	58201	131	MACQUEEN EQUIPMENT INC	603-20200	1,964.78
04/22	04/20/2022	58202	17	MCDONALD DISTRIBUTING CO	609-20200	10,338.66
04/22	04/20/2022	58203	2953	MIDCONTINENT COMMUNICATIONS	609-20200	314.30
04/22	04/20/2022	58204	1536	MINNESOTA DEED	219-20200	833.33
04/22	04/20/2022	58205	2208	MINNESOTA EQUIPMENT INC	101-20200	32.45
04/22	04/20/2022	58206	2080	MVTL LABORATORIES INC	602-20200	246.60
04/22	04/20/2022	58207	3122	NEW FRANCE WINE COMPANY	609-20200	709.75
04/22	04/20/2022	58208	3121	OMNI BREWING COMPANY LLC	609-20200	472.00
04/22	04/20/2022	58209	44	PHILLIPS WINE & SPIRITS INC	609-20200	3,555.45
04/22	04/20/2022	58210	2396	SOUTHERN GLAZERS OF MN	609-20200	7,621.71
04/22	04/20/2022	58211	2554	SPECIALTY SOLUTIONS	101-20200	889.30
04/22	04/20/2022	58212	73	STAR	601-20200	149.63
04/22	04/20/2022	58213	3183	STARR, MIKE	108-20200	110.00
04/22	04/20/2022	58214	96	STREICHERS INC	101-20200	252.54
04/22	04/20/2022	58215	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	631.50
04/22	04/20/2022	58216	1290	THE AMBLE GROUP	101-20200	269.08
04/22	04/20/2022	58217	626	THE WINE COMPANY	609-20200	560.35
04/22	04/20/2022	58218	97	TOTAL CONTROL SYSTEMS INC	601-20200	2,553.35
04/22	04/20/2022	58219	3125	UNCOMMON LOON BREWING CO	609-20200	513.00

M = Manual Check, V = Void Check

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 4/20/2022 - 4/20/2022Page: 2
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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/22	04/20/2022	58220	42	VIKING COCA-COLA BOTTLING CO	609-20200	243.40
04/22	04/20/2022	58221	1286	VINOCOPIA INC	609-20200	549.50
04/22	04/20/2022	58222	4	WATSON CO INC	609-20200	1,934.56
04/22	04/20/2022	58223	3182	YANG, VA	108-20200	110.00

Grand Totals: 237,494.44

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/22	04/27/2022	58226	2030	ARTISAN BEER COMPANY	609-20200	36.90
04/22	04/27/2022	58227	3161	BENT BREWSTILLERY	609-20200	230.88
04/22	04/27/2022	58228	9	BERNICKS PEPSI-COLA	609-20200	1,693.16
04/22	04/27/2022	58229	2487	CAPITOL BEVERAGE SALES	609-20200	259.96
04/22	04/27/2022	58230	1474	CDW GOVERNMENT INC	614-20200	1,083.97
04/22	04/27/2022	58231	120	CONNEXUS ENERGY	101-20200	21,283.13
04/22	04/27/2022	58232	8	DAHLHEIMER DISTRIBUTING CO	609-20200	2,558.50
04/22	04/27/2022	58233	3164	EXCEL AV GROUP	920-20200	3,432.50
04/22	04/27/2022	58234	2933	FALCON NATIONAL BANK	101-20200	3,713.96
04/22	04/27/2022	58235	385	FEDERATED CO-OPS INC	101-20200	27.99
04/22	04/27/2022	58236	1682	FERGUSON WATERWORKS	602-20200	43.92
04/22	04/27/2022	58237	2028	FURTHER	861-20200	10.00
04/22	04/27/2022	58238	3140	GARPHISH BREWING COMPANY	609-20200	108.00
04/22	04/27/2022	58239	739	HACH COMPANY	601-20200	496.46
04/22	04/27/2022	58240	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	82.29
04/22	04/27/2022	58241	1563	ISANTI ELECTRIC INC	920-20200	1,751.96
04/22	04/27/2022	58242	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	1,767.15
04/22	04/27/2022	58243	7	JOHNSON BROTHERS LIQUOR CO	609-20200	9,245.42
04/22	04/27/2022	58244	5	KAWALEK TRUCKING	609-20200	201.20
04/22	04/27/2022	58245	131	MACQUEEN EQUIPMENT INC	603-20200	6,415.67
04/22	04/27/2022	58246	3117	MAVERICK WINE LLC	609-20200	2,690.62
04/22	04/27/2022	58247	17	MCDONALD DISTRIBUTING CO	609-20200	6,586.32
04/22	04/27/2022	58248	616	MENARDS - CAMBRIDGE	226-20200	79.76
04/22	04/27/2022	58249	110	METAL COATING & MFG CO	101-20200	167.69
04/22	04/27/2022	58250	2500	METRO SALES INC	101-20200	161.76
04/22	04/27/2022	58251	2080	MVTL LABORATORIES INC	602-20200	369.68
04/22	04/27/2022	58252	3185	NELSON, LINDA	505-20200	250.00
04/22	04/27/2022	58253	617	PAUSTIS & SONS	609-20200	171.00
04/22	04/27/2022	58254	44	PHILLIPS WINE & SPIRITS INC	609-20200	1,364.10
04/22	04/27/2022	58255	3186	ROSE, BRENDA	101-20200	161.06
04/22	04/27/2022	58256	2396	SOUTHERN GLAZERS OF MN	609-20200	4,708.03
04/22	04/27/2022	58257	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	631.50
04/22	04/27/2022	58258	1290	THE AMBLE GROUP	602-20200	112.81
04/22	04/27/2022	58259	42	VIKING COCA-COLA BOTTLING CO	609-20200	138.65
04/22	04/27/2022	58260	1286	VINOCOPIA INC	609-20200	2,594.59
04/22	04/27/2022	58261	4	WATSON CO INC	609-20200	1,166.37
04/22	04/27/2022	58262	2872	WINEBOW	609-20200	418.50
Grand Totals:						76,215.46

RESOLUTION 2022-XXX

APPROVING THE HIRE OF PART-TIME POLICE SECRETARY MARY HEISS

WHEREAS, the City Council of the City of Isanti is required to approve all new employees; and,

WHEREAS, the staff was directed to advertise and accept applications to fill a Part-Time Police Secretary position; and,

WHEREAS, Mary Heiss was selected as the most qualified candidate for the open Part-Time Police Secretary position. The offer is contingent on successfully passing a background check and reference check. If any of the mentioned contingencies are not met, the offer can and will be rescinded;

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

1. Mary Heiss has been selected for the Part-Time Police Secretary position.
2. Mary Heiss shall be eligible to start in the position on or after April 20, 2022.
3. That Mary Heiss shall start at Step 2 of the Wage Scale at \$23.0958 per hour.
4. This position is part time and not eligible for benefits.
5. That Human Resources is directed to complete all required documentation for the completion of the employment offer and 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 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand, City Clerk

RESOLUTION 2022-XXX

APPROVING A TEMPORARY ON-SALE LIQUOR LICENSE TO ISANTI FIREFIGHTER'S RODEO ASSOCIATION FOR THE 46th ANNUAL ISANTI FIREFIGHTER'S RODEO

WHEREAS, the City has received a Temporary On-Sale Liquor License application from the Isanti Firefighter's Rodeo Association for the 2021 Rodeo event; and,

WHEREAS, the applicant has paid the \$50 Temporary Liquor License application fee as established by City Code Chapter 160; and,

WHEREAS, the Police Department has reviewed the application and made a recommendation for approval of the application subject to certain conditions.

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

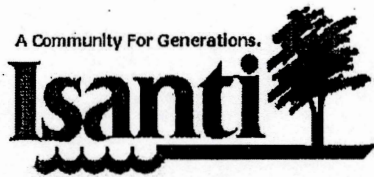
1. That the Isanti Firefighter's Rodeo Association Temporary On-Sale Liquor License for the Rodeo event scheduled for July 8th through July 10th, 2022 is approved subject to the following conditions:
 - a) A Certificate of Liquor Liability Insurance for the event is received by the City prior to the event date.
 - b) That the procedures as outlined in Resolution 99-32 shall be met.

This Resolution is hereby approved by the Isanti City Council this 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



City of Isanti
PO Box 428
110 1st Avenue NW
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE 1-4 DAY

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION Isanti Firefighters Rodeo Association	DATE ORGANIZED 11/12/2019	TAX EXEMPT NUMBER 84-3834585
STREET ADDRESS [REDACTED]	City Isanti	State MN 55040
NAME OF PERSON MAKING APPLICATION Marc Volk	BUSINESS PHONE (763) 444-8019	[REDACTED]
DATES & HOURS ON-SALE LIQUOR WILL BE SOLD (1-4 days) Friday, July 8th at noon thru Sunday, July 10th at 2:00 am		TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input checked="" type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER NONPROFIT
ORGANIZATION OFFICER'S NAME Jason Polzin	ADDRESS [REDACTED]	
ORGANIZATION OFFICER'S NAME Brent Anderson	ADDRESS [REDACTED]	
ORGANIZATION OFFICER'S NAME Jeff Holmgren	ADDRESS [REDACTED]	
Description of Event: 46th Annual Isanti Firefighters Rodeo		
Location where license will be used. If an outdoor area, describe. Fenced in Rodeo Ground at 500 - 3rd Ave N, Isanti, MN 55040		
Premise Address 500 - 3rd Ave N, Isanti, MN 55040		
Name of applicant's liquor liability insurance carrier: Western Specialty Insurers		
Signature: _____		Date: 04/18/2022
APPROVAL		
FOR OFFICE USE		
CITY FEE AMOUNT _____	DATE APPROVED _____	
DATE FEE PAID _____	LICENSE DATES _____	
BACKGROUND CHECK APPROVED <input type="checkbox"/> Yes <input type="checkbox"/> No		
APPLICANT HAS MET WITH POLICE CHIEF <input type="checkbox"/> Yes <input type="checkbox"/> No		

4/18/2022 CLK# 2060 # 1056528 AW
\$50.00

CITY OF ISANTI
110 1st Avenue North - PO Box 428
ISANTI, MN 55040
763/444-5512 - Fax: 763/444-5560

PLEASE PROVIDE THE FOLLOWING INFORMATION AS A PART OF THE APPLICATION FOR A TEMPORARY ON-SALE LIQUOR LICENSE:

If Minors are to be present the following information is required:

Designate Area of Event:

Rodeo Grounds Fenced in Area

Describe Designated Entry into the Event Area:

Main entrance on the south end of the rodeo grounds

Describe What Controls will be Used at the Entrance (I.D. Bands etc):

ID of patrons by Security Specialists Inc. Wrist band of patrons by Security Specialist.
Security Specialist will be at all entries and exits making sure no beverages enter or
leaves the grounds. Isanti PD and Isanti Co deputies are normally onsite and welcome.

RESOLUTION 2022-XXX

AUTHORIZING CLOSING OF FUND 444

WHEREAS, the City Council of Isanti finds that it is important to review financing to eliminate deficits in certain funds and close funds with no recent activity or for projects that are materially complete; and

WHEREAS, the City Council of Isanti finds that it is in the best interest of the community to close Construction Fund 444 – Cajima / Hwy 65 Intersection to Fund 425 – Street Construction Fund; and

WHEREAS, Fund 444 had been created to track expenses and revenues related to the 2018 R-Cut Project at Cajima Street and State Highway 65;

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

1. Close Construction Fund 444 – Cajima / Hwy 65 Intersection to Fund 425 – Street Construction Fund.

Adopted by the Isanti City Council this 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX
APPROVE AMENDMENT TO THE 2022 BUDGET FOR
CITY HALL CUBICLE ELECTRICAL

WHEREAS, the 2022 Capital Improvement Fund (Fund 920) budgeted two cubicles for City Hall in the amount of \$15,066.00; and,

WHEREAS, the amount budgeted was not enough to include electrical and data for the new cubicles due to higher than anticipated materials for the cubicles; and,

WHEREAS, the cost for the cubicles through Henricksen is \$14,608.32 and electrical and data through Isanti Electric is \$2,500.00; and,

WHEREAS, staff recommends performing the work to have fully functional cubicles; and,

WHEREAS, staff is authorized to make the increase in expenditure in Capital Improvement Fund (Fund 920) in the amount of \$2,042.32;

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

1. Authorize the City Administrator to sign all necessary documentation.
2. Authorize the Finance Director to make the necessary budget adjustment.

This Resolution is hereby approved by the Isanti City Council this 3rd day of May, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Isanti Police Department

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



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Police Chief
Date: May 3rd, 2022
Subject: Sale of Forfeiture Vehicles

Background:

The Isanti Police Department has lawfully seized and forfeited and now holds clear titles for the following vehicles:

ICR	Make	Model	Year	License #	VIN
17008010	Dodge	Caravan, Sport Van	1998	294PWN	1B4GP54L6WB639747
18007716	Chevrolet	Prism	1999	108KBV	1Y1SK5285XZ443524
19000707	Chevrolet	Malibu Hatchback	2005	907WEX	1G1ZT62815F179358
19001606	Cadillac	C/T CTS Hi Feature Sedan	2005	889XHD	1G6DP567450164814
19001789	Cadillac	Escalade	2004	BVN888	1GYEK63N64R303984
20002783	Acura	32TL	2006	147KPN	19UUA66216A028338

Request:

Staff is requesting action on this item.

Action Required:

If the Council concurs, it should by motion, take the following actions:

1. Approve sale of forfeited vehicle
2. Approve the sale to be made at public auction: K-Bid online
3. Approve proceeds to be deposited in the Isanti Police Department Forfeiture Fund
2. Approve Resolution as written.

Attachments:

- Res 2022-XXX

The mission of the Isanti Police Department is to work in collaboration with the citizens of Isanti to enhance the quality of life by engaging, protecting, and serving the community with respect integrity and professionalism

RESOLUTION 2022-XXX

APPROVING SALE OF FORFIETED VEHICLES AT PUBLIC AUCTION

WHEREAS, The Isanti Police Department lawfully seized and forfeited the following vehicles;

ICR	Make	Model	Year	License #	VIN
17008010	Dodge	Caravan, Sport Van	1998	294PWN	1B4GP54L6WB639747
18007716	Chevrolet	Prism	1999	108KBV	1Y1SK5285XZ443524
19000707	Chevrolet	Malibu Hatchback	2005	907WEX	1G1ZT62815F179358
19001606	Cadillac	C/T CTS Hi Feature Sedan	2005	889XHD	1G6DP567450164814
19001789	Cadillac	Escalade	2004	BVN888	1GYEK63N64R303984
20002783	Acura	32TL	2006	147KPN	19UUA66216A028338

And,

WHEREAS, Minnesota State Statute 169A.63 permits the sale of such vehicles; and,

WHEREAS, the proceeds from such sale must be designated for limited use by the governmental authority to promote public safety; and,

WHEREAS, the vehicles will be sold on public online auction thru K-Bid; and,

WHEREAS, the public notice of sale will be completed to comply with statute; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the sale of such vehicle at public auction and proceeds to be deposited into the Isanti Police Forfeiture Fund [101-42110-442].

This resolution was duly adopted by the Isanti City Council this 3rd day of May, 2022.

ATTEST:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

**ACCEPTING RESIGNATION FOR PT LIQUOR STORE CLERK II
JANET BOOTH**

WHEREAS, Liquor Store Clerk II, Janet Booth resigned from employment April 23, 2022; and,

WHEREAS, the effective date of the resignation is April 23, 2022; and,

WHEREAS, Janet Booth is not leaving employment in good standing as she did not resign per current personnel policy;

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

1. That the resignation of Janet Booth is hereby effective April 23, 2022.
2. That Human Resources Director and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Matt Sylvester, Public Services Director
Date: May 3, 2022
Subject: Consider Resolution Authorizing Isanti Fire District to Perform an Open Burn

Background:

Annually public works will remove weeds and dead plant material from the rain garden located at the Rum River BMX (RRBMX) Facility. An open burn would rejuvenate the plantings that exist and at the same time control the weeds that are there. Staff reached out to Isanti Fire District and the President of the RRBMX Facility to see if there was the possibility of doing an open burn. The Isanti Fire District (IFD) agrees to perform the open burn and the RRBMX Association requests that an open burn be done at a time not to interfere with any of their upcoming events. This open burn will be of no cost to the City of Isanti.

The IFD also requests that at the same time an open burn be performed of the creek area within the rodeo grounds. The IFD agrees to notify all abutting property owners of the open burn and would stay within the boundary of the rodeo grounds. IFD would be responsible for obtaining all permits associated with an open burn within the City of Isanti.

Recommendation:

To authorize the Isanti Fire District to perform an open burn of the rain garden at the RRBMX Facility and the creek area within the rodeo grounds boundary area.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022 - XXX Authorizing Isanti Fire District to Perform an Open Burn

RESOLUTION 2022-XXX

AUTHORIZING ISANTI FIRE DISTRICT TO PERFORM AN OPEN BURN

WHEREAS, annually public works will remove weeds and dead plant material from the rain garden located at the Rum River BMX Facility; and,

WHEREAS, a controlled open burn would rejuvenate the plantings and help control the weeds; and,

WHEREAS, the President of the Rum River BMX was notified and requests that the burn be at a time not to interfere with any of their upcoming events, and;

WHEREAS, the Isanti Fire District (IFD) will perform the open burn; and,

WHEREAS, the IFD requests that a controlled burn also be performed of the creek area within the boundary of the rodeo grounds; and,

WHEREAS, the IFD would be responsible for notifying abutting property owners and obtaining all permits associated with an open burn within the City of Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize an open burn to occur at the rain garden located at the Rum River BMX Facility and the creek area located within the boundary of the rodeo grounds. The Isanti Fire District will perform the controlled burn, notify abutting property owners and obtain all permits associated with an open burn with the City of Isanti.

This resolution was duly adopted by the Isanti City Council this 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-xxx

**RISCINDING RESOLUTION 2022-086 AUTHORIZING A REDUCTION IN THE
LETTER OF CREDIT FOR FAIRWAY GREENS NORTH**

WHEREAS, the City Council approved a reduction in the Letter of Credit for Fairway Greens North on April 19, 2022; and,

WHEREAS, the requested reduction authorized for the amount of \$262,980; and,

WHEREAS, the amount was incorrect and Resolution 2022-086 must be rescinded;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that Resolution 2022 – 086 Authorizing a reduction in the Letter of Credit for Fairway Greens North be hereby **RISCINDED** as to ensure the remaining balance of the Letter of Credit remains at \$1,792,858.72.

This Resolution was duly adopted by Isanti City Council this 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand, City Clerk

RESOLUTION 2022-xxx

AUTHORIZING A REDUCTION IN THE LETTER OF CREDIT FOR FAIRWAY GREENS NORTH PHASE I

WHEREAS, Josh Savageau, the developer, has submitted a written request for a reduction in the letter of credit for Fairway Greens North; and,

WHEREAS, the requested reduction is for completed portions of the development; and,

WHEREAS, the Community Development Director and City Engineer have reviewed the requests and recommended approval to reduce the LOC by \$287,790.57;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that the requested reduction in the letter of credit be hereby **APPROVED** as requested, **BE IT FURTHER RESOLVED** that the City Council of the City of Isanti authorizes City Staff to execute said reduction.

This Resolution was duly adopted by Isanti City Council this 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand, 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: April 27, 2022
To: Stephanie Hillesheim, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Fairway Greens North –Letter of Credit Adjustment 3
City of Isanti, MN
Project No.: 0R1.125451

The Developer of the Fairway Greens North subdivision has requested a reduction to the Letter of Credit (LOC) the City holds on the project.

The developer has established a system of payment to the Contractor where payment is only released once the City has authorized the reduction of the Letter of Credit to be used for payment. This is a different process than we have used in the past.

In order to maintain the agreed upon balances at the completion of the project and hold retainage to ensure work is finalized and accepted, we recommend following city standard retainage practices. On City led projects, 20% of the requested amounts of non-permanent items is held to ensure the temporary items are removed at the end of the project, and 5% of permanent items that have been installed is held until all tests are passed and the work is finalized. We recommend continuing to hold the 25% additional amount from the initial 125% of the construction cost LOC balance to cover possible overhead costs and the required balances at the end of the project for closeout and warranty (20% until all documents are closed out, and then 10% for the warranty period).

Attached is the invoice from the contractor for unpaid work to date in the amount of \$302,937.44.

The materials have been found to be in compliance with city standards and all tests have passed to date.

Following city standard retainage practices, we recommend releasing 95% of the items submitted in the amount of \$287,790.57.

We recommend approving the reduction of the Letter of Credit in the amount of **\$287,790.57** for materials incorporated into the project. This would hold \$15,146.87 in retainage on this reduction following standard City contract practices.

The remaining balance of the Letter of Credit is anticipated to be sufficient to complete the project as proposed while covering all incurred overhead costs including testing, inspection, and contract administration.

Please contact me if you have any questions.



GUSTAFSON EXCAVATING, INC.

P.O. Box 788
6610 410th St.
North Branch, MN 55056
651-674-7430

INVOICE

Invoice # 34440

Date 4/25/2022

Bill To

HomePride Inc.
3495 Northdale Blvd., Suite 200
Coon Rapids, MN 55448

Project				P.O. No.		Terms	
Fairway Greens North - 1st Addition							
Description	Qty	Units	Rate	Curr %	Total %	Amount	
PAY REQUEST 5							
REMOVALS AND EROSION CONTROL							
Storm drain inlet protection	0.15		6,660.00	15.00%	40.00%	999.00	
Gravel construction entrance	0		2,000.00	0.00%	100.00%	0.00	
Remove exisiting bituminous pavement	0		988.50	0.00%	100.00%	0.00	
Remove curb & gutter	0		50.00	0.00%	100.00%	0.00	
EARTHWORK							
Common excavation	0		322,927.50	0.00%	75.00%	0.00	
Subgrade preparation	0		14,826.25	0.00%	30.00%	0.00	
Clay liner	0		56,821.50	0.00%	15.00%	0.00	
Random rip rap class II	0		4,770.00	0.00%	50.00%	0.00	
UTILITIES: STORM							
12" RC pipe sewer	0		28,116.50	0.00%	30.00%	0.00	
12" HDPE pipe sewer	0		6,020.00	0.00%	100.00%	0.00	
15" RC pipe sewer	0		25,864.00	0.00%	55.00%	0.00	
15" HDPE pipe sewer	0		5,941.00	0.00%	0.00%	0.00	
18" HDPE pipe sewer	0		4,888.00	0.00%	25.00%	0.00	
24" RC pipe sewer	0		15,780.00	0.00%	100.00%	0.00	
24" HDPE pipe sewer	0		30,672.00	0.00%	100.00%	0.00	
Manhole	0.05		16,500.00	5.00%	85.00%	825.00	
Catch basin	0.15		89,900.00	15.00%	75.00%	13,485.00	
12" pipe apron	0		750.00	0.00%	100.00%	0.00	
15" pipe apron	0		4,250.00	0.00%	60.00%	0.00	
24" pipe apron	0		8,000.00	0.00%	40.00%	0.00	
UTILITIES: SANITARY							
8" PVC sanitary service pipe	0.22		173,304.00	22.00%	92.00%	38,126.88	
4" PVC sanitary service pipe	0.35		56,874.00	35.00%	80.00%	19,905.90	
				Total			

Payments/Credits

Balance Due



GUSTAFSON EXCAVATING, INC.

P.O. Box 788
6610 410th St.
North Branch, MN 55056
651-674-7430

INVOICE

Invoice # 34440

Date 4/25/2022

Bill To

HomePride Inc.
3495 Northdale Blvd., Suite 200
Coon Rapids, MN 55448

Project				P.O. No.		Terms	
Fairway Greens North - 1st Addition							
Description	Qty	Units	Rate	Curr %	Total %	Amount	
48" Manhole	0.2		84,500.00	20.00%	90.00%	16,900.00	
Tracer wire	0.25		9,179.50	25.00%	95.00%	2,294.88	
8"x4" WYE	0.3		13,860.00	30.00%	100.00%	4,158.00	
UTILITIES: WATER							
8" C900 PVC watermain	0.52		170,787.50	52.00%	92.00%	88,809.50	
6" Hydrant	0.55		45,500.00	55.00%	100.00%	25,025.00	
8" Gate valve and box	0.65		44,100.00	65.00%	100.00%	28,665.00	
Ductile iron fittings	0.7		16,086.40	70.00%	95.00%	11,260.48	
1" Type K copper pipe	0.55		64,986.00	55.00%	80.00%	35,742.30	
Corp	0.3		13,860.00	30.00%	60.00%	4,158.00	
Curb Stop & Box	0.3		34,650.00	30.00%	60.00%	10,395.00	
CONCRETE							
Concrete curb & gutter S418	0		115,840.00	0.00%	40.00%	0.00	
4" Concrete walk	0		28,920.00	0.00%	0.00%	0.00	
6" Concrete walk	0		45,100.00	0.00%	0.00%	0.00	
6" Aggregate base (CV) class 5	0		7,830.00	0.00%	0.00%	0.00	
BITUMINOUS PAVING							
1.5" - Type SP 9.5 wearing course mixture (3,B)	0		69,712.00	0.00%	0.00%	0.00	
2.5" - Type SP 12.5 non-wearing course mixture (3,B)	0		118,118.00	0.00%	40.00%	0.00	
8" Aggregate base (CV) class 5	0		78,561.00	0.00%	45.00%	0.00	
MISCELLANEOUS							
Salvage sign	0		540.00	0.00%	0.00%	0.00	
Install sign	0		8,460.00	0.00%	0.00%	0.00	
Segmental retaining walls	0		22,000.00	0.00%	0.00%	0.00	
				Total			

Payments/Credits

Balance Due

RESOLUTION 2022-XXX

AUTHORIZING THE PURCHASE OF A SNOW PLOW TRUCK

WHEREAS, Public Works is in need of replacing a snow plow truck and equipment; and

WHEREAS, the Capital Improvement Plan has \$218,565.00 available for the purchase, and

WHEREAS, staff received state contract pricing from Nuss Truck and Equipment for the chassis in the amount of \$115,489.64; and

WHEREAS, staff will be bringing an equipment package quote at a later date, and;

WHEREAS, the funding source identified as 920-43100-500;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA to accept the quote from Nuss Truck Equipment in the amount of \$115,489.64, to allow the City administrator to sign the required documentation and allow the Finance Director to make the necessary budget adjustments based on actual final costs with the funding source identified 920-43100-500.

This resolution was duly adopted by the Isanti City Council the 3rd day of May 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for City Council

To: Mayor Johnson and Members City Council
From: Matt Sylvester, Public Services Director
Date: May 3, 2022
Subject: Resolution Approval of Street Lighting In-fill for 2022

Background:

The Capital Improvement Plan (CIP) has \$10,300.00 for street lighting in-fill for 2022. In 2022 additional lighting would be placed at the intersection of Candy Ave SE and Broadway St SE, 200' north of the intersection of 1st Ave and Unity, 300' east of the intersection of 3rd Ave and Isanti Parkway. The additional street lighting would be consistent with what is currently on the same street or development to maintain uniformity. Staff reached out to Connexus Energy and received a quote for \$11,717.00 for the additional street lights. The Finance Director would make the necessary budget adjustments based on actual final costs.

Request:

Staff is requesting action on to move forward with the street lighting in-fill as provided.

Attachments:

- Resolution 2022-XXX Approval of Street Lighting In-fill for 2022

RESOLUTION 2022-XXX

APPROVAL OF STREET LIGHTING IN-FILL FOR 2022

WHEREAS, the Capital Improvement Plan has \$10,300.00 for street lighting in-fill in 2022;
and,

WHEREAS, the street lights to be added in 2022 is one at the intersection of Candy Ave SE and Broadway St SE, one 200' north of the intersection of Unity Blvd and 1st Ave, one 300' east of the intersection of 3rd Ave NW and Isanti Parkway NW Whiskey Road and South Passage SW and one Heritage Blvd East of Whiskey Road; and,

WHEREAS, the additional street lighting would be consistent with what is on the same street or development to maintain uniformity; and,

WHEREAS, staff reached out to Connexus Energy and received a quote for \$11,717.00 for the lighting in-fill; and,

WHEREAS, the funding source is identified as street lighting 920-43160-500;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the Street Lighting In-fill for 2022 as presented with a total of 3 street lights to be added, to allow Connexus Energy to install the street lights for \$11,717.00 with the funding source identified as street lighting 920-43160-500, and to allow the Finance Director to make the necessary budget adjustments based on actual final costs.

This resolution was duly adopted by the Isanti City Council this 3rd day of May, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

ACCEPTING DONATION OF CUSTOM BENCH AND RECEPTACLE FOR ISANTI LIQUOR STORE

WHEREAS, MN Statute 465.03 requires that cities accept donations for the benefit of its citizens in accordance with the terms prescribed by the donor; and,

WHEREAS, the City received a custom bench and trash receptacle from Parkitect, a business located in the City of Isanti; and,

WHEREAS, the Council accepts the donation and authorizes the placement of the bench and receptacle outside the Isanti Liquor Store;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to accept the custom bench and receptacle from Parkitect.

This Resolution is hereby approved by the Isanti City Council this 3rd day of May, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk