

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MAY 4, 2021 – 7:00 P.M.
CITY HALL**

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

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

F. Proclamations/Commendations/Certificate Award

- 1. 2020 Wastewater Treatment Award

G. Approve City Council Minutes

- 1. March 23, 2021- Parks, Recreation and Culture Board Meeting
- 2. April 13, 2021- Special City Council Meeting
- 3. April 20, 2021- Regular Meeting of the City Council
- 4. April 20, 2021- Committee of the Whole Meeting

H. Announcements

- 1. Committee of the Whole Tuesday, May 18, 2021 at 5:00 p.m.
- 2. City Council Meeting Tuesday, May 18, 2021 at 7:00 p.m.
- 3. Planning Commission Meeting Tuesday, May 18, 2021
(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

Community Development Director Sheila Sellman

- 1. Ordinance-XXX Amending City Code Chapter 87; Keeping of Certain Animals

City Engineer Jason Cook

- 2. Resolution 2021-XXX Awarding the Bid for the 2021 Storm System Maintenance Project

L. Approve Consent Agenda

- 1. Payroll in the Amount of \$113,687.03 Accounts Payable in the Amount of \$427,016.93
- 2. Resolution 2021-XXX Approving a Mutual Aid Agreement Between the City of Isanti and Isanti County for the Sharing of Equipment and Personnel Resources
- 3. Resolution 2021-XXX Approving a Temporary 3.2 On-Sale Malt Liquor License for the Isanti Lions Club for the 2021 Isanti Street Dances
- 4. Approval of Rights of First Refusal Agreement with UPS for City Owned Land PID 16.029.1400

5. Resolution 2021-XXX Approving the dissolution of Joint and Cooperative Agreement, Joint Planning Advisory Board, with the City of Cambridge
6. Resolution 2021- XXX Approving the Offer for Park and Rec Internship for Maizy Burk
7. Resolution 2021- XXX Approving the Offer for Economic Development/ Marketing Intern Will Bucheger
8. Resolution 2021- XXX Accepting Resignation for Building Official Steven Thorp
9. Resolution 2021-XXX Amending the 2021 Capital Improvement Plan for the Isanti Community Center
10. Resolution 2021-XXX Approving New Position- Permit Technician
11. Resolution 2021-XXX Accepting Donation for the Isanti Redbirds and Authorizing Expenditure of Same
12. Resolution 2021-XXX Authorizing Appraisal of Parcel 16.090.0102
13. Resolution 2021-XXX Approving Request for Proposals for Interim and Backup Building Inspection Services
14. Resolution 2021-XXX Approving the Offer of Full-time Police Officer to Jesse Zajac
15. LELS #217 & #416 Memorandum of Understanding- Vacation Carry Over
16. Resolution 2021-XXX Support for and Authorization to Proceed with the Issuance Conduit Debt

M. Other Communications

1. Draft Minutes for the April 27, 2021 Parks, Recreation and Culture Board Meeting

N. Closed Session

Adjournment

CERTIFICATE OF COMMENDATION

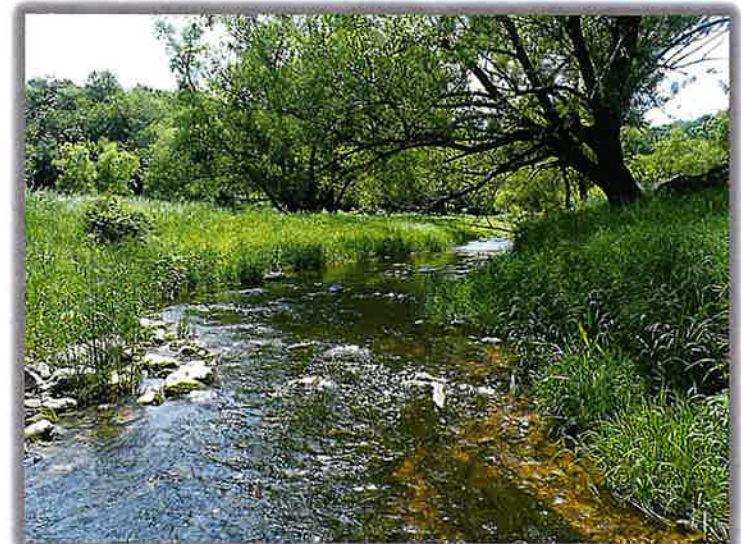
This Wastewater Treatment Facility Operational Award is presented to
Isanti WWTP
and its staff

in recognition of exceptional compliance with its Minnesota Pollution Control Agency
NPDES/SDS wastewater permit during the 2020 review period.

Your dedication to protecting Minnesota's waters are duly
recognized and appreciated by the state of Minnesota.



Laura Bishop, MPCA Commissioner



**CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES
March 23,2021**

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

Roll Call: Members Present: James Witte, Aaron Zdon and Council Member Jimmy Gordon
Staff Present: Matt Sylvester: Public Services Director

Agenda/Modifications: Zdon asked that February Minutes be added to the agenda. Sylvester added it to the Agenda with motion by Witte; second by Gordon.

2. Oath of Office: Aaron Zdon, James Witte, Jimmy Gordon completed their Oath of Office.

2b. Meeting Minutes: Motion by Witte; second by Gordon to approve meeting Minutes from February 23, 2021. Motion passed 3-0.

3. Designation of Park Visit Assignments: Sylvester reminded board members that previously members of the board would select parks to visit and review, then provide recommendations for upkeep. Zdon chose Academy Park, Whisper Ridge and Legacy Park. Witte chose Rum River Meadows, River Bluff Preserve, Isanti Hills Neighborhood Park, and Mattson Park. Gordon chose Bluebird Park, Riverside Park, Unity Park, and VFW. Board agreed to complete their reviews prior to April board meeting.

4. Department Updates

Sylvester shared that the final Movie Night of the season would be held Friday, March 26. The Easter Egg hunt for March 27 was canceled as the VFW had other plans for this year and would like to revisit in 2022. March Curious Creatures was canceled due to no registrations, but Sylvester noted he asked Alyssa to promote April event to garner more interest. Boy Scouts have reached out to volunteer on Earth Clean-Up Day. Community Garden is almost full with only 9 slots left. 8 vendors are registered for the Farmer's Market, with 1 being a new vendor. Sylvester discussed our strategy of accepting a variety of vendors. Sylvester asked if anybody had anything they would like Alyssa to look into ahead of the next board meeting and to email if they have ideas. Witte asked when the fishing bridge will go back in; Sylvester said as soon as the water goes back down. Sylvester also explained that the dock is left down by the river instead of storing at the shop to reduce damage and potential for injury in moving up and down the hill.

Adjournment: Motion by Witte, second by Gordon to adjourn the March 23, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 3-0, meeting adjourned at 6:13 p.m.

Respectfully Submitted
Alyssa Olson
Parks, Recreation & Events Coordinator

**MINUTES
CITY OF ISANTI
SPECIAL MEETING CITY COUNCIL
TUESDAY, APRIL 13, 2021 - 5:00 PM
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), Paul Bergley (arrived via Zoom at 5:05 p.m.), Steve Lundeen and Dan Collison

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Sheila Sellman, City Engineer Jason Cook, Finance Director Mike Betker and Police Lieutenant John McCarty

Others Present: Mike Angland (Widseth), Corey Gerad (Alliance Building Corporation) and Bob Landsberger via Zoom (Alliance Building Corporation)

D. Public Comment

None

E. Adopt Agenda

F.2. Revision Resolution 2021-073 Accept Quotations for Liquor Store Refrigeration Systems

Motion by Lundeen, second by Collison to adopt the agenda with the revision listed above.

F. Business Items

1. Resolution 2021-072 Awarding the Bid for the Isanti Municipal Liquor Store
City Administrator Josi Wood shared that requests went out for bids for the municipal liquor store. There were many bidders and all below the architect and engineers estimate. Included in the packet is the bid abstract from the bids that came in. The lowest bid was Alliance Building Corporation. The base lump sum bid is for \$1,918,900.00. All the bids have been

reviewed by staff and Mike Angland from Widseth with recommendation that Alliance is the responsible low bidder and the City should choose Alliance to build the liquor store.

Councilmember Lundeen stated that the cost of \$1,918,900.00 includes the metal roof and snow melt in the price which is well below what was anticipated to start with.

Alliance Building Corporation's President Corey Gerad's and Project Manager Bob Landsberger introduced themselves.

Councilmember Collison asked if the tubing for the snow melt could be installed and could later be hooked up and utilized.

Wood stated that installing the tubing and not hooking it up now is possible but a change order would need to be done immediately to not have alternate two.

A motion was made by Lundeen to accept the bid without alternate one and alternate two.

Wood asked if Angland could share the cost of the change order for the snow melt tubing to be installed and hooked up at a later date.

Angland shared that roughing in the tubing and insulation for the snow melt would be approximately \$30,000.00. Angland further shared that he has worked at a lot of Fleet Farms that have installed snow melt in front of the store to provide safety for customers and staff and his recommendation is that it is such a great thing to have.

Wood asked Gerad's if Alliance Building Corporation had an approximate estimate if just the tubing was installed

Gerad's responded that they do not have an estimate yet, but they were thinking in the range of \$30,000.00 to \$40,000.00 for only foam and tubing installed.

Gordon asked the advantage of a metal roof and does it cost more.

Lundeen stated benefits to the metal roof.

Wood responded that it costs more to have the metal roof. Asphalt shingles would subtract \$100,300.00 from the lump sum bid. The advantage of the metal roof is that it is going to last

approximately 80 years and asphalt shingles would last approximately 25 years as a scheduled replacement timeline according to the Capital Improvement Plan.

A motion was made by Gordon to accept Alliance Building Corporation without the snowmelt. There was no second.

The initial motion made by Lundeen to accept bid from Alliance Building Corporation without alternate one and two was seconded by Collison. Motion passed 4-1 with Gordon voting nay.

2. Resolution 2021-073 Accept Quotations for Liquor Store Refrigeration Systems
City Administrator Josi Wood shared that this is for refrigeration system as a whole. The quote with the short handles is approximately \$10,000.00 less from SCR in the amount of \$143,871.00 which is the low bidder between the two bids received.

Councilmember Gordon asked if the plan is to use some of the refrigeration from the existing refrigeration at the current liquor store and is it incorporated into this bid or is this for brand new system.

Mike Angland (Widseth) responded that the bidders came onsite to review the condition of the existing refrigeration system and panels. After review, it was determined that it would be more expensive to use some of the existing refrigeration system. Angland continued to share that there would be down time where the system would need to be taken apart and moved to the new store.

Motion by Lundeen to accept quote from SCR, seconded by Collison. Motion passed 5-0. Motion carried.

3. Discussion Regarding Sale of the Northern Portion of Liquor Store Site
City Administrator shared that because of the setbacks and easements on the North and the West side and a storm pond, there is availability of a building that could be approximately 1100 square feet. The building could be potentially more if the storm pond was relocated.

Councilmember Collison asked the approximate cost of a shovel ready site at that size.

Wood responded that this site is not considered shovel ready.

Community Development Director Sheila Sellman shared to make the site shovel ready it would cost approximately \$17,000.00 to \$20,000.00. The sale price would be determined at fair market value.

Wood stated that this is the first discussion on this so an appraisal has not been done.

Councilmember Lundeen asked if the storm pond can be relocated.

City Engineer Jason Cook shared that the storm pond could be dug further East and then filled in where the existing areas is to be built on. Moving the storm pond would require some easements to be revised and the cost would be approximately in the \$15,000.00 range. This would include running a new storm pipe and move the existing pond. Cook further

shared it would be approximately in the \$3,000.00 range for an administrative subdivision to cut that parcel off.

Sellman shared that a minor subdivision would be done because of the easements that are out there, an administrative subdivision cannot be done so the cost would be more in the \$10,000.00 range.

Collison stated that the site should be appraised before determining a sale price.

Gordon stated he agreed that it may be a good location for a business such as a pizza place and that the site should be appraised first because it may be worth more than anticipated.

Finance Director Mike Betker stated that an appraisal would need to be done in order to comply with state statute and auditor's office.

Motion by Lundeen to have the site appraised, seconded by Collison. Motion passed 5-0. Motion carried.

4. Discussion Regarding Relocating Police Department

Mayor Johnson shared that moving the Police Department to the old Hobby Farms building between Ever Cat Fuels and NHH may be a better fit for the Police Department instead of moving them into the current liquor store when the new one is built. The current liquor store is in a great location where a sit-down restaurant could potentially be located. Johnson further shared that minimal renovation would need to be done to the building as it has seven bays on each side, upstairs and downstairs office space and is a fairly new building.

A motion was made by Lundeen for staff to determine if the building would be available for purchase, seconded by Bergley. Motion passed 5-0. Motion carried.

G. Adjournment

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

Meeting adjourned at 5:57 p.m.
Respectfully Submitted,



Jaden Strand
City Clerk

MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 20, 2021 – 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), Paul Bergley, Steve Lundeen and Dan Collison

Members Absent: None

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

Others Present: Justin Nilson-Abdo Eick and Meyers (via Zoom), Melissa Asmussen

D. Public Comment

Melissa Asmussen, 405 Moline Loop NW, shared her concerns regarding Paradise Homes that built her house and advised others from using the builder if they can.

E. Adopt Agenda

ADDENDUM

ADD L.9 Resolution 2021-085 Authorizing Execution of Subordination Agreement

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

F. Proclamations/Commendations/Certificate Award

1. VFW “Buddy” Poppy

Mayor Johnson read the proclamation and encouraged all citizens to wear a Buddy Poppy as mute evidence of gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens.

G. Approve City Council Minutes

1. April 6, 2021- Regular Meeting of the City Council

2. February 2, 2021 EDA Meeting Minutes

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

H. Announcements

- | | |
|---|--------------------------------------|
| 1. Park, Recreation, & Culture Board Meeting | Tuesday, April 27, 2021 at 6:00 p.m. |
| 2. City Council Meeting | Tuesday, May 4, 2021 at 7:00 p.m. |
| 3. Economic Development Authority Meeting | Tuesday, May 4, 2021 |

I. Council Committee Reports

Councilmember Gordon stated that it was shared at the Community Education meeting that some activities are back up and running. Gordon further shared that they are hoping to get their classes sizes back up to normal capacity and full again.

J. Public Hearings

1. Main Street Reconstruction Project

City Engineer Jason Cook shared a presentation regarding the Main Street Reconstruction project. Cook further shared that an informational open house was held on March 25th, 2021. Eight individuals representing six properties attended in person and approximately five individuals attended online via Zoom. The majority of the attendees agreed the roadway was in need of repair. Most questions were regarding individual assessment amounts, interest rates and the number of years to pay the assessment. Cook continued on to share that the total project cost is \$674,000.00 and next step in the Main Street 429 assessment process is to hold a public hearing on the improvement.

Mayor Johnson opened the public hearing at 7:27 p.m.

Melissa Bettendorf from North 65 Chamber shared concerns as the parade is scheduled for July 8th.

Mayor Johnson stated that there will be no interruption to the parade.

Cook shared that the road will be reclaimed so it will be gravel but no interruption.

Councilmember Bergley shared that he did not think a gravel road for a parade was ideal.

Discussion was held regarding a July 12th start date for construction to avoid any potential conflicts with the parade.

Mayor Johnson closed the public hearing at 7:35 p.m.

a. Resolution 2021-074 Authorizing Improvement on the Main Street Reconstruction Project

Motion by Lundeen, second by Collison to approve resolution with a construction start date of July 12th. Motion passed 5-0. Motion carried.

b. Resolution 2021-075 Approving Plans and Ordering Advertisement for Bids for the Main Street Reconstruction Project

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

K. Business Items

1. Resolution 2021-076 Accepting the 2020 Annual Financial Report and Management Letter (Abdo, Eick and Meyers- *Justin Nilson*)

Justin Nilson from Abdo, Eick and Meyers shared a video presentation via Zoom regarding the 2020 Financial Audit as well as financial highlights for 2020. Nilson shared that there were no findings of any instances for noncompliance with testing. Nilson continued to

share there was one finding during the internal control finding that is consistent with previous years and also consistent with smaller cities, for having not prepared the year end financials.

Nilson shared that overall, the General Fund budgeted a decrease in fund balance of about \$50,000.00. However, the General Fund Balance increased by about \$250,000.00. Overall, it was a pretty good year. The main reason was a positive budget from variance in revenues from the Cares Act funding, grants and underspending. Nilson stated that there was nothing that really stood out in the expenditures which demonstrates good consistency in the General Fund.

Nilson continued to share that with the Special Revenue Fund Balances, it was a pretty good year for the park fund where there were some dedication fees received and not a lot of expenditures resulting in a good increase in the reserve level. Also, another positive thing was closing a couple small funds in 2020.

Nilson went on to share that in the City's Capital Project funds, the decrease is related to some of the street construction projects and the advance on MSA funding. The expenditures that did happen in 2020, expected revenues to be collected in future years for those MSA allotments.

Nilson further shared that one of the bonds from the Debt Service Funds drops off in 2020 which frees up some additional levies.

Nilson continued with the Enterprise Funds, which are made up of the water, sewer, storm water, and liquor funds. Nilson went on to share that both the water and sewer funds have healthy cash balances and good operating margins. Nilson continued to share that the storm water fund has a steady cash flow balance and is also on a steady increase. The liquor store fund for 2020 was a very good year with an operating income percentage is very strong at 13.3%. Even with the transfers out, the change in fund balance was positive at approximately \$180,000.00.

Nilson went on to share that there was a decrease in the City's tax rate which is also getting more in line with cities that have a population of under 10,000 people. Also, taxes per capita presented a decrease and more aligned with cities in the County and other cities with less than 10,000 people. Current expenditures per capita show a little bit bigger year with the street projects and other things but the City is in line as well. Nilson further shared that Debt expenditures per capita are on a downward shift which is a positive outlook for the City.

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

City Administrator Josi Wood

2. Resolution 2021-077 Approving a Special Event Permit Request for Walk for Life

City Administrator Josi Wood shared that the Pregnancy Resource Center of Cambridge has submitted a special event permit application to host a one-day walk to raise money for non-profit community services. The event, including setup and tear down, will take place Saturday, May 15, 2021 from 8:00 a.m. to 1:00 p.m. at Bluebird park. No road closures or parking restrictions are being requested and the path will follow the walking paths within

the park. The event is free to attend and any donations collected will support the non-profit Pregnancy Resource Center. Staff has reviewed and requested approval.

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

City Engineer Jason Cook

- 3. Resolution 2021-078** Accepting Plans and Specifications and Authorizing Advertisement for Bid for the 2021 Pavement Management Project
City Engineer Jason Cook shared that this is to accept plans and to authorize for bids on the 2021 Pavement Management Project. The schedule is as follows: bid opening June 1st, commence construction in June and expected construction completion is August 31st.

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

L. Approve Consent Agenda

1. Payroll in the Amount of \$114,147.05 Accounts Payable in the Amount of \$228,052.63
 2. **Resolution 2021-079** Approval of New Hire Seasonal Eric Jones
 3. **Resolution 2021-080** Accepting Resignation from PT Police Officer Eric Baumgart
 4. **Resolution 2021-081** Accepting Quote for Cleaning Services and Authorizing Entering into a Contract for Cleaning Services
 5. **Resolution 2021-082** Approving a Minor Development Agreement with Coffee Holdings LLC
 6. **Resolution 2021-083** Setting Work Sessions for 2022 Budget
 7. Approving Request for Proposal for Electrical Maintenance Services
 8. **Resolution 2021-084** Approving a Mutual Aid Agreement Between the City of Isanti and the City of Cambridge for the Sharing of Equipment and Personnel Resources
 9. **Resolution 2021-085** Authorizing Execution of Subordination Agreement
- Mayor Johnson asked the Chief of Police to thank Mr. Baumgart for his service.

Johnson asked what the Mutual Aid is for the City of Isanti and the City of Cambridge.

City Administrator Josi Wood responded that the City of Isanti has mutual aid agreements with Cambridge, Brahm, Princeton, North Branch, East Bethel and Isanti County where if there was a state of emergency such as a tornado, the City would call upon its neighboring cities to help. It also allows to share equipment and personnel resources.

Motion by Lundeen to approve consent agenda with L.9 added, second by Collison. Motion passed 5-0. Motion carried.

M. Other Communications

1. March Police Department Reports
2. March Code Enforcement Officer Report
3. March Building Inspector Report
4. 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 7:55 p.m.
Respectfully Submitted,

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

Jaden Strand
City Clerk

MINUTES
CITY OF ISANTI
CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
TUESDAY, APRIL 20, 2021 – 5:00 P.M.
CITY HALL

Mayor Pro-Tem Steve Lundeen called the meeting to order at 5:03 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Jeff Johnson (arrived at 5:08 p.m.), Councilors: Jimmy Gordon (via Zoom), Paul Bergley, Steve Lundeen and Dan Collison

D. Public Comment

None

E. Committee Meeting Items

1. Arts and Science Academy Conduit Request (*Clyde Boyer and Kevin Fitton*)

- On March 29th a formal request was made by the Arts & Science Academy (ASA) seeking affirmation of the City's intent to issue conduit debit (\$5.6 million) to allow the ASA to buy out the leases on the two buildings they currently occupy realizing savings between the current lease payments and the projected debt service payment. The obligation would be assigned to First Bank & Trust at closing. At that point the City would have no role or obligation associated with the debt issue.
- The ASA has signed the escrow agreement but has not paid the minimum amount due. If there is a consensus by the Committee the request would move to the next Council meeting for consideration. Prior to Council consideration and per City policy, a minimum of \$3,000.00 would need to be paid into escrow before proceeding.
- Staff recommends approval of the request and support for the ASA's request to use Kennedy & Graven as Bond Counsel on the condition that the City's Bond Counsel (Taft Stettinius & Hollister LLP) review the final documents prior to closing.
- Consensus from Committee of the Whole is to move forward and bring to City Council for consideration.

2. City Council Agenda Request (*Brandon Heaton*)

- Brandon Heaton has submitted an agenda request to discuss wind turbines in residential areas.
- Heaton was not present.
- The request is to specifically change Subdivision 21 of Section 13 to include low voltage turbines in residential areas.
- According to Heaton's request the motor is smaller than a football and this would be mounted to his roof.
- Current City Code does not permit Wind Energy Conversion Systems in residential areas.

- Consensus from Committee of the Whole is for staff to do more research and to review a video of a working turbine and bring back to Committee of the Whole for further discussion.

3. Bee Farming Discussion

- There is an interest in beekeeping by several members of the community and the City of Isanti currently does not regulate the activity of beekeeping. Adopting an Ordinance allowing for bees to be kept in certain residential districts will provide regulations that will let residents safely handle bees in an urban environment.
- Currently City Code lists regulations for chickens, racing pigeons, dogs and exotic animals. The city is considering the addition of bees to the list of regulated animals to make requirements for zoning districts allowed, hive location, apiary setbacks, flyway barriers, number of colonies and the size of the apiary.
- City staff has researched several cities directly surrounding Isanti as well as other suburban areas to determine what regulations are needed to safely keep bees in the community.
- Consensus from Committee is that the Ordinance shall include language that states regulation of honey bees specifically, City is not liable for hives when the City sprays for mosquitos and registration is required with adjacent neighbors signed consent.
- Consensus from Committee is to move forward and post Ordinance for the required 10 days and bring to City Council for consideration.

4. Richard Avenue Addressing

- The City has received a complaint from a resident about their address on Richard Ave SE. This resident went to renew their driver's license because the "system" had Richard Lane and Avenue did not exist. The Isanti Post Office also has these addresses as Richard Lane. The County, City, 911 dispatch and Google maps has this street as Richard Ave SE. The street sign also says Richard Avenue SE. The post office does not have documentation as to why they have Richard Lane in their system.
- Staff looked through old maps, resolutions and notices. In 2006, there was a street improvement for this area and the resolution for this improvement referenced Richard Avenue. In 2007, a notice of hearing on proposed assessments references Richard Avenue. In 2018, a resolution was approved for the extension of Richard Avenue SE from Broadway Street SE to Main Street E. Staff has not been able to find documentation of Richard Lane as the street name.
- Since the 2 main entities have this road as Richard Ave SE, staff suggests informing the post office that it is in fact Richard Ave SE and have them change it in their system. There may be issues with doing this as some residents have changed their street to Lane and some have not. There are 11 properties on Richard. These property owners will need to be notified if there is a change. A letter regarding the change and work with the post office to make sure it gets delivered to everyone.
- Consensus from Committee is to send a letter to residents and the post office notifying them that the street is Richard Ave SE.

5. Vaccination Policy Discussion

- Other cities have implemented policies for their employees to obtain Covid 19 vaccinations if they desired and they do not have to use their leave banks to do so.
- Allina has reached out if the City would like them to come here to offer vaccinations to employees.
- Vaccinations would be voluntary.
- Consensus from Committee is to not implement a policy, ask Allina if they could come to the City to administer the vaccine if there is a cost to do so.

6. Bluebird Park Amphitheater Discussion

- In January 2020 the Council approved updated plans to continue moving forward with the Amphitheater/ Performance Center project in Bluebird Park. The estimated budget allocated for this project is \$248,230.00.
- Staff recently received updated pricing on the preferred design by Cedar Forest Products labeled Band Shell #3 Kit. The unit would cost \$139,430.00 to purchase with shipping. This cost does not include groundwork or construction. The estimate on Site Work and Structure Fabrication by Minnesota/ Wisconsin Playground is \$106,632.00. Electrical Service, Inspection, Walk and Testing estimated costs are \$20,500.00.
- Staff would also recommend updates to the pre-fabricated structure plans: install a window in one of the dressing rooms to utilize the space for a rentable meeting room at an estimated cost of \$5,000.00 and install a centralized air unit to provide air conditioning and heat at an estimated cost of \$1,500.00. The total estimated cost to build the Performance Center is \$273,062.00.
- The proposed site plan was developed to include the Performance Center, Restrooms and the future Splash Pad for foresight into how all facilities will work together within the Bluebird Park footprint. Staff recommends the design of each of these facilities be considered to create a cohesive look in the park and would like to recommend installing a maroon-colored roof, painting the pavilion roof to match and ensuring all future facilities match as well.
- Lighting will also need to be installed at the Performance Center and at the Sledding Hill and would cost approximately \$15,000.00. This would be by installing two lights: one on each side of the sledding hill to match the lighting already in place at Bluebird Park. The recommendation from Council in February 2021 was to wait to install lighting at the Sledding Hill until the Amphitheater was completed and both could be installed together.
- Majority recommendation from Committee is to move forward with recommended positioning of the amphitheater, with installing lighting, with maroon-colored roof, not include the window and wait to install a restroom facility.

7. Building Inspection Discussion

- The volume of permits is challenging and unrealistic for one person. The Building Official is in charge of plan review, issuing permits, inspections, re-inspections and scheduling inspections. When this position was contracted there was an entire admin staff just for scheduling inspections, there were 2-3 people doing plan review and a couple inspectors dedicated to Isanti.

- Staff recommended hiring a Part-Time Permit Technician to work 29 hours per week to assist in the heavy workflow.
- Consensus from Committee is to move forward and hire a Part-Time Permit Technician.

F. Adjournment

Meeting was adjourned at 6:37 p.m.

Respectfully Submitted.

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

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: May 4, 2021
Subject: Ordinance-XXX Amending City Code Chapter 87; Keeping of Certain Animals

Background:

At the April Committee of the Whole (COW) the Council reviewed a draft ordinance for beekeeping. The Committee directed staff to bring an ordinance amendment to the next council meeting. The attached ordinance reflects the changes suggested at COW.

Request: Consider adopting the Ordinance Amendment

Attachments

- Ordinance-XXX

ORDINANCE XXX

AN ORDINANCE AMENDING ORDINANCE NO. 70, ADOPTED APRIL 15, 1975 AND ORDINANCE NO. 506 ADOPTED APRIL 19, 2011 AND TITLED KEEPING OF CERTAIN ANIMALS

THE CITY COUNCIL OF ISANTI DOES ORDAIN:

Section 1 – Amendment. Ordinance 70 and 506, titled Keeping of Certain Animals, codified in Chapter 87 of the City Code, are hereby amended as follows:

§ 87-1.3 Honeybees.

The keeping of honeybees is permitted on residential properties within R1A, R-1, R-2, R-3A, and R-3B Zoning Districts, subject to the following requirements:

A. Apiaries shall:

- (1) Be at least 20 feet from a side or rear property line.
- (2) Be at least 30 feet from any residential dwelling on an adjacent property, public right-of-way or trail easement.
- (3) Not be located in a front yard, drainage and utility easement, shoreland protection area or in a wetland setback area.

B. Beehives shall:

- (1) Have removable frames with a frame depth not exceeding 9-5/8 inches.
- (2) Not consist of more than a 10-frame structure.
- (3) Not exceed six feet in height.
- (4) Be removed within 30 days once colonies are gone.
- (5) Have a water source within 10 feet of the beehive.

C. The maximum number of colonies on properties are as follows:

$\frac{1}{2}$ acre or less	2
$\frac{1}{2}$ acre to $\frac{3}{4}$ acre	4
$\frac{3}{4}$ acre to 1 acre	6
1 acre or larger	8

D. Sale of Honey commercially is prohibited in residential districts.

E. Beekeeping equipment shall be maintained in good condition. Unused beekeeping equipment must be protected to prevent occupancy by swarming honeybees.

- F. The City reserves the right to spray or otherwise treat for mosquitos and other potential insect disease vectors and is not liable for adverse effects on the health of honeybees that may result from such spray treatment.
- G. Registration forms for Beekeeping must be completed through the City of Isanti Police Department.

Section 2 – Effective Date.

EFFECTIVE DATE:

This ordinance shall take effect upon its adoption and publication in the official city newspaper.

Adopted by the City Council this ____ day of ____, 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand, City Clerk

Posted Date: 4/23/2021
Adopted Date:
Publication Date:
Effective Date:



Real People. Real Solutions.

K.2.

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

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

April 28, 2021

Mayor Johnson and Members of the City Council
City of Isanti
P.O. Box 428
Isanti, MN 55040

RE: Award Recommendation – 2021 Storm System Maintenance
City of Isanti, Minnesota
BMI Project No. 0R1.123134

Honorable Mayor Johnson and Members of the City Council:

Four contractors were contacted to request a bid for the 2021 Storm System Maintenance project. Two contractors submitted a bid by the deadline of April 27, 2021. The bids were checked and tabulated and the final results are summarized as follows:

Bidder	Bid
Dirtworks Company	\$112,544.95
Penn Contracting	\$167,525.00
<i>Engineer's Estimate</i>	<i>\$113,000.00</i>

Dirtworks Company's bid is within the anticipated budget. We recommend award of this project to Dirtworks Company. in the amount of \$112,544.95.

If you have any questions, please contact me.

Sincerely,

BOLTON & MENK, INC.

Jason W Cook, P.E.
City Engineer

RESOLUTION 2021-XXX

AWARDING THE BID FOR THE 2021 STORM SYSTEM MAINTENANCE PROJECT

WHEREAS, the City has planned for the 2021 Storm System Maintenance project; and,

WHEREAS, the plans and specifications have been completed for these improvements; and,

WHEREAS, four Contractors were contacted requesting bids; and,

WHEREAS, a private bid opening was held on April 27, 2021; and,

WHEREAS, two bids were received; and,

WHEREAS, Dirtworks Company was the responsible low bidder with a bid of \$112,544.95; and,

WHEREAS, this bid price is within the anticipated budget;

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

- 1) That the City shall award the project entitled “2021 Storm System Maintenance” to Dirtworks Company in the amount of \$112,544.95.
- 2) Funding for the project shall come from the Storm Water Utility fund.

This resolution was duly approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

L.1.

City of Isanti

Gross Payroll	97,751.40
Social Security & Medicare	5,625.28
Public Employees Retirement	10,310.35
Total City Expense	<u>113,687.03</u>

Pay Date 4/30/2021

Pay Period 9 (4/11-4/24/21)

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

AP210501

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/21	04/21/2021	55766	127	ABDO EICK & MEYERS LLP	609-20200	7,000.00
04/21	04/21/2021	55767	9	BERNICKS PEPSI-COLA	609-20200	1,154.47
04/21	04/21/2021	55768	2221	C & L DISTRIBUTING	609-20200	597.35
04/21	04/21/2021	55769	1474	CDW GOVERNMENT INC	614-20200	222.08
04/21	04/21/2021	55770	1815	CENTURYLINK	609-20200	678.84
04/21	04/21/2021	55771	1472	CRAWFORDS EQUIPMENT INC	101-20200	439.79
04/21	04/21/2021	55772	918	CRYSTAL SPRINGS ICE	609-20200	154.71
04/21	04/21/2021	55773	8	DAHLHEIMER DISTRIBUTING CO	609-20200	16,463.49
04/21	04/21/2021	55774	2720	DEFIANT DISTRIBUTORS	609-20200	1,080.87
04/21	04/21/2021	55775	1941	DELTA DENTAL	861-20200	3,434.95
04/21	04/21/2021	55776	2478	EAST CENTRAL ENERGY	101-20200	42.85
04/21	04/21/2021	55777	55	ECM PUBLISHERS INC	609-20200	166.25
04/21	04/21/2021	55778	385	FEDERATED CO-OPS INC	101-20200	46.02
04/21	04/21/2021	55779	2028	FURTHER	101-20200	29.80
04/21	04/21/2021	55780	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	57.25
04/21	04/21/2021	55781	1891	ISANTI AREA JOINT FIRE DISTRICT	101-20200	62,565.68
04/21	04/21/2021	55782	188	ISANTI COUNTY SHERIFF	101-20200	864.03
04/21	04/21/2021	55783	7	JOHNSON BROTHERS LIQUOR CO	609-20200	4,688.46
04/21	04/21/2021	55784	5	KAWALEK TRUCKING	609-20200	153.00
04/21	04/21/2021	55785	2910	LEADS ONLINE	101-20200	2,034.00
04/21	04/21/2021	55786	1282	LEAF TOWING & RECOVERY	220-20200	150.00
04/21	04/21/2021	55787	136	LEAGUE OF MN CITIES	603-20200	640.00
04/21	04/21/2021	55788	1331	MAGER, JIM	101-20200	143.99
04/21	04/21/2021	55789	17	MCDONALD DISTRIBUTING CO	609-20200	12,200.32
04/21	04/21/2021	55790	616	MENARDS - CAMBRIDGE	602-20200	51.94
04/21	04/21/2021	55791	1536	MINNESOTA DEED	219-20200	833.33
04/21	04/21/2021	55792	2080	MVTL LABORATORIES INC	602-20200	181.94
04/21	04/21/2021	55793	1165	NORTHLAND TRUST SERVICES INC	602-20200	36,002.50
04/21	04/21/2021	55794	617	PAUSTIS & SONS	609-20200	1,259.75
04/21	04/21/2021	55795	44	PHILLIPS WINE & SPIRITS INC	609-20200	2,546.05
04/21	04/21/2021	55796	2396	SOUTHERN GLAZERS OF MN	609-20200	6,716.64
04/21	04/21/2021	55797	73	STAR	601-20200	189.11
04/21	04/21/2021	55798	554	STEVES TIRE INC	101-20200	1,066.68
04/21	04/21/2021	55799	2598	T.A.SCHIFSKY & SONS INC	101-20200	425.29
04/21	04/21/2021	55800	1290	THE AMBLE GROUP	101-20200	1,125.01
04/21	04/21/2021	55801	626	THE WINE COMPANY	609-20200	450.00
04/21	04/21/2021	55802	1820	URBANS HARDWARE INC	101-20200	60.43
04/21	04/21/2021	55803	427	VESSCO INC	601-20200	1,100.24
04/21	04/21/2021	55804	42	VIKING COCA-COLA BOTTLING CO	609-20200	166.25
04/21	04/21/2021	55805	4	WATSON CO INC	609-20200	4,093.30
04/21	04/21/2021	55806	780	WINE MERCHANTS	609-20200	496.00
Grand Totals:						171,772.66

Report Criteria:

Report type: Summary

Vendor.Vendor number = 1231

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/21	04/21/2021	55808	1231	ACE SOLID WASTE INC	101-20200	916.57
Grand Totals:						916.57

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/21	04/28/2021	55809	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	608.02
04/21	04/28/2021	55810	53	BELLBOY CORPORATION	609-20200	4,647.20
04/21	04/28/2021	55811	9	BERNICKS PEPSI-COLA	609-20200	2,482.05
04/21	04/28/2021	55812	1500	BOLTON & MENK INC	425-20200	63,414.00
04/21	04/28/2021	55813	2319	BREAKTHRU BEVERAGE OF MN	609-20200	8,944.27
04/21	04/28/2021	55814	2537	BROOKS, KATIE	101-20200	182.31
04/21	04/28/2021	55815	120	CONNEXUS ENERGY	101-20200	19,093.56
04/21	04/28/2021	55816	8	DAHLHEIMER DISTRIBUTING CO	609-20200	13,720.86
04/21	04/28/2021	55817	613	E H RENNER & SONS	601-20200	56,010.00
04/21	04/28/2021	55818	2933	FALCON NATIONAL BANK	601-20200	2,908.63
04/21	04/28/2021	55819	1535	GAU, ADAM	861-20200	1,375.74
04/21	04/28/2021	55820	949	GRAINGER INC	601-20200	208.66
04/21	04/28/2021	55821	739	HACH COMPANY	601-20200	312.00
04/21	04/28/2021	55822	126	ICMA	101-20200	1,092.00
04/21	04/28/2021	55823	114	ISANTI COUNTY RECORDER	505-20200	46.00
04/21	04/28/2021	55824	7	JOHNSON BROTHERS LIQUOR CO	609-20200	6,206.86
04/21	04/28/2021	55825	5	KAWALEK TRUCKING	609-20200	222.00
04/21	04/28/2021	55826	131	MACQUEEN EQUIPMENT INC	603-20200	514.87
04/21	04/28/2021	55827	17	MCDONALD DISTRIBUTING CO	609-20200	10,352.65
04/21	04/28/2021	55828	161	MN POLLUTION CONTROL AGENCY	602-20200	90.00
04/21	04/28/2021	55829	2408	MOTOROLA SOLUTIONS INC	920-20200	3,930.65
04/21	04/28/2021	55830	870	M-R SIGN CO INC	101-20200	155.10
04/21	04/28/2021	55831	44	PHILLIPS WINE & SPIRITS INC	609-20200	3,881.24
04/21	04/28/2021	55832	1113	RJM DISTRIBUTING INC	609-20200	454.65
04/21	04/28/2021	55833	1361	STAPLES ADVANTAGE	609-20200	298.88
04/21	04/28/2021	55834	73	STAR	425-20200	16.40
04/21	04/28/2021	55835	2156	SUMMIT FIRE PROTECTION	226-20200	3,154.00
04/21	04/28/2021	55836	2834	SUN MECHANICAL INC	601-20200	2,375.41
04/21	04/28/2021	55837	2598	T.A. SCHIFSKY & SONS INC	101-20200	213.71
04/21	04/28/2021	55838	1290	THE AMBLE GROUP	101-20200	75.15
04/21	04/28/2021	55839	2944	UNIFIRST CORPORATION	609-20200	773.92
04/21	04/28/2021	55840	919	UPS	601-20200	34.63
04/21	04/28/2021	55841	42	VIKING COCA-COLA BOTTLING CO	609-20200	188.05
04/21	04/28/2021	55842	4	WATSON CO INC	609-20200	2,247.03
04/21	04/28/2021	55843	3019	WIDSETH SMITH NOLTING & ASSOC INC	609-20200	44,097.20
Grand Totals:						254,327.70



Request for City Council Action- MEMO

To: Mayor Johnson and Members of City Council
From: Jaden Strand, City Clerk
Date: May 4, 2021
Subject: Resolution 2021-XXX Approving a Mutual Aid Agreement Between the City of Isanti and Isanti County for the Sharing of Equipment and Personnel Resources

Background:

The Mutual Aid Agreement between the City of Isanti and Isanti County is set to expire on June 30th, 2021. The agreement would allow for the sharing of equipment, personnel and other resources between the two communities when there is a significant need such as an emergency. The Mutual Aid Agreement is a five-year agreement that shall expire on June 30th, 2026.

Request:

- Staff is requesting City Council action on this item.

Attachment:

- Resolution 2021-XXX

RESOLUTION 2021-XXX

APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ISANTI AND ISANTI COUNTY FOR THE SHARING OF EQUIPMENT AND PERSONNEL RESOURCES

WHEREAS, an agreement has been developed pursuant to Minnesota Statutes 471.59 that authorizes the joint and cooperative exercise of powers common to contracting parties; and,

WHEREAS, the intent of the agreement is to make equipment, personnel and other resources available to a political subdivision from another political subdivision; said political subdivisions being the City of Isanti and Isanti County;

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

1. That the Mutual Aid Agreement Between the City of Isanti and Isanti County attached as 'Exhibit A' is approved.
2. Mayor and City Administrator are hereby authorized to execute said document.

This resolution was duly adopted by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Exhibit A

Isanti County and City of Isanti, Minnesota Mutual Aid Agreement

Purpose

This Agreement is made pursuant to Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to governmental units from other governmental units.

Definitions

“Party” means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1.

“Parties” shall collectively mean more than one Party.

“Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from other Parties.

“Requesting Party” means a Party that requests Assistance from other Parties.

“Responding Official” means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.

“Responding Party” means a Party that provides Assistance to a Requesting Party.

“Assistance” means (Check the type of assistance that will be provided):

- ✓Public works personnel and equipment:
- ✓Law enforcement personnel and equipment:
- ✓Utility personnel and equipment:
- ✓Other personnel and equipment as may be needed to effectively respond to a natural disaster or other emergency.

Procedure

1. **Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance.
2. **Response to Request.** Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct that Party’s personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

3. **Recall of Assistance.** The Responding Official may at any time recall such Assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws Assistance.

Workers' compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Damage to equipment

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
3. For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.
4. The intent of this subdivision is to impose on each Requesting Party a duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5. No party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance, both as described in this Agreement.

Charges to the Requesting Party

1. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 48 hours. If Assistance provided under this Agreement continues for more than 48 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 8-hour period, including salaries, overtime, materials and supplies and other necessary expenses. The Requesting Party will reimburse the Party providing the Assistance for that amount.
2. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This Agreement will be in force for a period of five years from the date of execution. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement. (Expiration Date: June 30, 2026)

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date: _____

Entity: Isanti County

By: Susan Morris
Title: Board Chair

By: Julia Lines
Title: County Administrator

Date: _____

Entity: City of Isanti

By: Jeff Johnson
Title: Mayor

By: Josi Wood
Title: City Administrator

RESOLUTION 2021-XXX**APPROVING TEMPORARY 3.2 ON-SALE MALT LIQUOR LICENSE
FOR THE ISANTI LIONS CLUB FOR THE 2021 ISANTI STREET DANCES**

WHEREAS, the City has received Temporary 3.2 On-Sale Malt Liquor License applications from the Isanti Lions Club for the 2021 Isanti Street Dances (dates listed below) which will be held on Main Street, adjacent to the intersection of Main Street and First Avenue; and,

WHEREAS, the applicant has paid the required application fees for Temporary 3.2 On-Sale Malt Liquor Licenses as set forth in the Fee Schedule; and,

WHEREAS, the Isanti Lions Club has provided a Certificate of Liquor Liability Insurance for this event; and,

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota as follows that the Isanti Lions Club application for a Temporary 3.2 On-Sale Malt Liquor Licenses for the Isanti Street Dances scheduled for June 19, 2021, July 17, 2021, August 7, 2021 and September 11, 2021 are approved.

This Resolution is hereby approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: May 4, 2021
Subject: Approval of Rights of First Refusal Agreement with UPS for City Owned Land PID 16.029.1400

Background:

In February UPS canceled their purchase agreement with the City and proposed entering into a Rights of First Refusal Agreement. The agreement will be for a five-year term. During the five-year period the City will not sell the land without first offering UPS the same terms and conditions as a bona fide third-party offer.

Request:

Consider approving the Rights of First Refusal Agreement for City owned land PID 16.029.1400

Attachments

- Agreement

Agreement

This agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2021, (the “Effective Date”) by the City of Isanti, a municipal corporation of the State of Minnesota (“City”), with an address at 110 1st Avenue NW, Isanti, Minnesota 55040, Attn: Ms. Sheila Sellman, emails: ssellman@cityofisanti.us and jjl@ratwiklaw.com (“Seller”), and BT Property, LLC, a Delaware limited liability company, having a business address at 55 Glenlake Parkway, NE, Atlanta, GA 30328, Attn: Real Estate Dept./Contract Administrator, emails: bharder@ups.com and rrubin@ups.com (“Buyer”).

Recitals:

WHEREAS, Seller, Buyer and the City of Isanti Economic Development Authority were previously parties to that certain Agreement for Purchase and Sale dated November 18, 2020 (the “Purchase Agreement”) concerning that certain land consisting of the EDA Parcel and the City Parcel, as described therein, for a total of 4.14+/- acres of land located near 500 East Dual Boulevard NE, in the City of Isanti, Isanti County, Minnesota; and

WHEREAS, the City subsequently acquired title to the EDA Parcel (“the Property”), which is more particularly described in Exhibit “A”; and

WHEREAS, Buyer terminated the Purchase Agreement on February 8th, 2021, and the City is actively marketing the Property; and

WHEREAS, Buyer may be interested in acquiring the Property in the future and Seller is still interested in selling the Property to Buyer in accordance with the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- (1) **Recitals; Definitions.** The Recitals above are incorporated herein as true and correct statements of fact and are binding on the parties. Except as otherwise defined in this Agreement, all capitalized terms shall have the meanings given them in the Purchase Agreement.
- (2) **Right of First Refusal.** It is understood and agreed that for a period of five (5) years after the Effective Date, Seller will not sell the Property to any other party without first offering same to Buyer on the same terms and conditions as a bona fide third-party offer that Seller is willing to accept (the “Purchase Offer”). In the event that Seller receives such a Purchase Offer, Buyer then shall have thirty (30) days from the date of written notification by Seller, which notification must include a copy of the Purchase Offer, to accept or reject such Purchase Offer, with any failure by Buyer to respond being deemed a rejection. In the event that Buyer does reject any such Purchase Offer, and, thereafter, Seller fails to transfer the Property in accordance with the terms and conditions contained in the Purchase Offer delivered to Buyer, or on terms that are less favorable to a third-party buyer, then Buyer’s Right of First Refusal shall be automatically reinstated.
- (3) **COMMISSIONS.** Seller and Buyer each represent and warrant to the other that no real estate

commission, broker's fee or other similar fee or commission is now or shall at any time be due with respect to this Agreement except for a brokerage fee due Jupiter Realty Services, LLC ("Buyer's Broker"), the commission of which will be paid for by Seller pursuant to a separate agreement. If any claims for such fees or commissions are made against any of the parties in connection with this transaction (other than the commission due Buyer's Broker), all such claims shall be handled and paid by the party whose actions or alleged commitments formed the basis of such claim, and such party further agrees to indemnify and hold harmless the other party from and against any and all such claims or demands to the extent allowed by law.

(4) **MISCELLANEOUS.** (a) **Assignment of Agreement.** Buyer may assign this Agreement to an entity owned in whole or in part by Buyer or an owner of Buyer without the prior written consent of Seller.

(b) **Binding Effect.** This Agreement shall run to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller and Seller's successors and assigns. All representations, covenants and warranties herein shall survive the Closing and delivery of the Deed.

(c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be effective upon receipt whether delivered by personal delivery, email or UPS Next Day Air® delivery or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective parties as follows:

If to Buyer:

-See address at top of Page 1-

AND:

If to Seller:

-See address at top of Page 1-

Notices shall be deemed received upon the (a) the date of delivery if personally delivered or delivered via UPS Next Day Air® delivery, or (b) when sent, as shown on the sent receipt, if sent by email, or (c) if mailed, upon the date of receipt as disclosed on the return receipt. Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

(d) **Headings.** Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) **Time of Essence.** Time shall be of the essence with respect to the performance of all obligations of the parties hereunder.

(f) **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Minnesota.

(g) **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Pdf copies of the executed signature pages transmitted by email shall be effective and binding upon the parties as if such signatures were original signatures.

(h) Severability. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be amended, if possible, to conform to law, and if amendment is not possible, that part shall be deleted and other parts of this Agreement shall remain fully effective, but only if, and to the extent, such modification or deletion would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement.

(i) Entire Agreement; Exhibits. This Agreement and all Exhibits attached hereto constitute the entire agreement among the parties as it relates to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed by all of the parties to this Agreement. All Exhibits to this Agreement shall constitute part of this Agreement and shall be deemed to be incorporated in this Agreement by reference and made a part of this Agreement as if set out in full at the point where first mentioned.

(k) Waiver of Jury Trial. To the extent permitted by law, each of Seller and Buyer hereby expressly waives any right to trial by jury of any action, cause of action, claim, demand, or proceeding arising under or with respect to this Agreement, or in any way connected with, related to, or incidental to the dealings of Seller and Buyer with respect to this Agreement and in each case, whether or not existing or hereafter arising, and whether sounding in contract, tort or otherwise. To the extent permitted by law, each of Buyer and Seller hereby agrees that any such action, cause of action, claim, demand, or proceeding shall be decided by a court trial without jury and that Seller or Buyer may file a copy of this Agreement with any court other tribunal as written evidence of the consent of each of Seller and Tenant to the waiver of its right to trial by jury.

(l) Performance. When the last day prescribed for performance hereunder falls on Saturday, Sunday, or a legal holiday, the performance of such act shall be considered timely if it is performed on the next succeeding day which is not a Saturday, Sunday, or a legal holiday.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

("Seller")

City of Isanti

By: _____

Its: _____

By: _____

Its: _____

Date: _____, 2021

("Buyer")

BT Property, LLC

By: _____

Its: _____

Date: _____, 2021

EXHIBIT "A"
LEGAL DESCRIPTION

EDA Parcel – PID 16.029.1400

The West 410 feet of the following described tract of land to-wit: All that part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Thirty-five (35), Range Twenty-three (23), described as follows, to-wit:

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



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: May 4, 2021
Subject: Resolution 2021-XXX Approving the dissolution of Joint and Cooperative Agreement Joint Planning Advisory Board with the City of Cambridge

Background:

In June 2015 the City entered into a of Joint and Cooperative Agreement Joint Planning Advisory Board with the City of Cambridge. The general purpose of this agreement was to establish a Joint Planning Advisory Board. The purpose of the board was to review and make recommendations on short- and long-range land use planning matters that are of mutual concern between the Cities of Cambridge and Isanti. This board was to meet on a quarterly basis and consist of the Mayor and Planning Commission Chair of each city. It is unclear if this board met, staff was unable to locate any meeting minutes or memos. At this time staff suggests dissolving this agreement for lack of interest or need.

If the need for such an agreement arises in the future staff will bring such a proposal forward.

Request: Consider adopting the resolution.

Attachments

- Resolution 2021-XXX
- Agreement

RESOLUTION 2021-XXX

**APPROVING THE DISSOLUTION OF JOINT AND COOPERATIVE AGREEMENT
FOR JOINT PLANNING ADVISORY BOARD**

WHEREAS, in 2015 the City Council, entered into a Joint and Cooperative Agreement for Joint Planning Advisory Board; and,

WHEREAS, the board has not met in the last 5 years; and,

WHEREAS, there is lack of interest and/or need for this board at this time;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that the City Council dissolves the Joint and Cooperative Agreement for the Joint Planning Advisory Board.

This resolution was duly adopted by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

JOINT AND COOPERATIVE AGREEMENT
JOINT PLANNING ADVISORY BOARD
ADOPTED: June 2015

The parties to this agreement are governmental units of the State of Minnesota. This agreement is made pursuant to Minn. Stat. 471.59 and 462.372.

I.

PURPOSE

The general purpose of this agreement is to establish a Joint Planning Advisory Board. The City of Cambridge and City of Isanti are members of this Board. The purpose of this Board is to review and make recommendations on short and long range land use planning matters that are of mutual concern between the Cities of Cambridge and Isanti.

II.

NAME

The organization created by this agreement shall be known as the "Cambridge - Isanti Joint Planning Advisory Board" (hereinafter "Board").

III.

DEFINITIONS

For purposes of this agreement, the terms defined in this article shall have the meanings given to them.

Section I. "Board" means the organization created pursuant to this agreement.

Section II. "Staff" means the staff person(s) appointed by a member City Council to be its staff representative(s) on the Board.

Section III. "Member" means the City of Cambridge and City of Isanti.

Section IV. "Commissioner" means a person appointed by each City Council to serve on the Board.

IV.

MEMBERS

Section 1. Those eligible to enter this agreement are the following governmental entities: Cities of Cambridge and Isanti.

Section 2. Any governmental entity desiring to become a member shall execute a copy of this agreement and conform to all requirements herein.

V.

COMMISSIONERS

Section 1. **Qualification/Appointment.** Each Member shall appoint an equal number of Commissioners to the Board. It is the intent that each Member City shall appoint the Mayor and the Chair of the Planning Commission of that City to serve as Commissioners on the Board. Alternates shall also be appointed to the Board by their respective Member, to serve in the absence of a Commissioner. When the City Council of a Member City appoints its Commissioners, it shall give notice of their appointments to the Secretary of the Joint Planning Advisory Board. Notice of a successor Commissioner shall be given by the City to the Secretary of the Board. That notice shall include the name and mailing address of the appointee which shall be deemed to be the official name and address of that appointee for the purpose of giving any notice required under this agreement.

Section 2. **Term.** Each Commissioner shall serve for an annual term, except that the initial terms shall begin as of the effective date of this agreement and shall terminate at the end of the calendar year. A Commissioner shall serve at the pleasure of his or her City Council of their respective Member City. A Commissioner may be removed at any time by that City Council. A Commissioner shall be eligible for re-appointment to any number of successive terms.

Section 3. **Voting.** Each Commissioner shall have one vote. There shall be no voting by proxy, but all votes must be cast in person at Board meetings by the Commissioner or his or her alternate.

Section 4. **Compensation.** Commissioners shall serve without compensation from the Board, but this shall not prevent a Member from compensating its Commissioners if compensation by that City is otherwise authorized by law.

Section 5. **Vacancies.** A vacancy in the office of Commissioner shall exist for any of the reasons set forth in Minnesota Statutes Section 351.02. The City Council of each Member City shall by appointment fill for the unexpired portion of the Term of said Commissioner or any vacancy. A suspected vacancy or a Commissioner's failure to attend three consecutive meetings shall be reported by the Secretary of the Commission to the appointing Member's governing board for action in replacing its Commissioner.

VI.

OFFICERS

Section 1. **Number/Election.** The officers of the Board shall consist of a Chair, a Vice Chair, and a Secretary all of whom shall be elected at the first meeting of the Board each year. New officers shall take office at the meeting of the Board at which they are elected. Officers shall serve one year terms.

Section 2. **Co-Chairs.** The Mayors of each Member City shall be Co-Chairs at the Board meetings. The Co-Chairs shall preside at all meetings of the Board and shall perform all duties incidental to the office of Chair, and such other duties as may be prescribed by the Commission. If one of the Co-Chairs of a Member City is missing from the meeting, their alternate shall attend and act in their capacity.

Section 3. **Secretary.** The Secretary shall be responsible for keeping a record of all the proceedings of the Board and giving notice of the meetings.

VII.

EFFECTIVE DATE, MEETINGS

Section 1. This agreement is effective on the date when the authorizing resolutions of the members' City Councils have been adopted.

Section 2. Within thirty (30) days after the effective date of this agreement, the Mayor of the City of Isanti, County of Isanti, Minnesota shall call the first meeting of the Board which shall be held no later than fifteen (15) days after such call.

Section 3. The first meeting of the Board shall be its organizational meeting. At the organizational meeting, the Board shall select from among the Commissioners a chair, a vice-chair, and a secretary, and may appoint any consultants or other staff, as provided by the Member City and as authorized by such City, to coordinate the activities of the Board and to draft any necessary Board documents.

Section 4. At the organizational meeting, or as soon thereafter as it may reasonably be done, the Board shall adopt meeting procedures that include: the time, place, notice for and frequency of its regular meetings, and such other matters as are required by this agreement.

Section 5. **Voting/Quorum.** No business shall be performed unless a quorum of the Commissioners present and voting at a Board meeting vote in the affirmative. A simple majority of the full number of Commissioners shall constitute a quorum for the purposes of conducting a meeting, and a simple majority of the quorum present and voting shall be sufficient for any official action of the Board.

VIII.

DUTIES OF BOARD

The powers, rights and duties of the Board shall include those set forth in this Article.

Section 1. **Purview.** The Board's purview is to review short and long range planning matters in the geographical area between the two cities, whether corporate or extra-territorial, or where the Cities may have a common corporate boundary at some point in the future, and make recommendations to their respective Planning Commissions and City Councils. The Board may also address other planning and land use matters as directed by the governing boards of each City. Initial

work will be on Comprehensive Plan Updates that each City will be undertaking in 2016. This will pertain to Comprehensive Planning in corporate and extraterritorial areas that are located between the two Cities. Other matters that the Board may undertake, at the joint direction of their respective City Councils, include: Annexation matters that jointly concern the two Cities, Exploration of joint planning within the statutory 2 mile extraterritorial areas located between the two Cities, and Long Range Planning for location of street and municipal utility systems, including work with private utility providers.

Section 2. **Consultants.** The Board may work with consultants that their respective Cities have hired to provide planning services. Such use shall be authorized by the City Council of the respective Member City.

Section 3. **Other Actions.** The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the Board and it may exercise any other power necessary and incidental to the implementation of its powers and duties.

IX.

DISSOLUTION

Section 1. **Method.** The Board shall be dissolved upon an affirmative vote of the City of Cambridge or City of Isanti.

X.

INDEMNIFICATION

The Members shall provide liability insurance and shall indemnify and hold harmless any Commissioner for damages, including reasonable attorneys' fee, incurred as a result of any action brought against said Commissioner and resulting from the joined act or omission of the Board established herein.

XI.

EFFECTIVE DATE

Section 1. **Execution of Agreement.** A Member entering into this agreement shall do so by the duly authorized execution of a copy of this agreement by its proper officers. Thereafter, the Mayor and Clerk or other appropriate officer(s) of that Member shall file a duly executed copy of this agreement, together with a certified copy of the authorizing resolution with the Secretary of the Board.

Section 2. **Effective Date.** This agreement shall become effective when (a) it has been authorized by each member, and b) all appropriate documents have been filed as provided above.

XII.

DURATION

This agreement shall continue in effect from year to year until termination in accordance with the terms of this agreement.

IN WITNESS WHEREOF, the undersigned governmental unit has caused this agreement to signed and delivered on its behalf.

EXECUTED as of June 8, 2015.

CITY OF CAMBRIDGE


By: 
Marlys A. Palmer, Mayor

Date: 06-01-2015

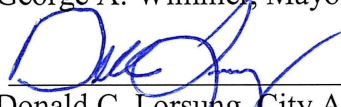
By: 
Lynda Woulfe, City Administrator

Date: 06-01-2015

CITY OF ISANTI

By: 
George A. Wimmer, Mayor

Date: 6/8/15

By: 
Donald C. Lorsung, City Administrator

Date: 6-8-15

RESOLUTION 2021-XXX

**APPROVING THE OFFER FOR THE PARK AND RECREATION
INTERNSHIP FOR MAIZY BURK**

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

WHEREAS, the City Council approved to fill a paid part-time Park and Recreation Internship in the 2021 budget working 20-29 hours a week; and,

WHEREAS, this temporary position is not eligible for PERA or any benefits; and,

WHEREAS, the offer is contingent on passing a background investigation;

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

1. That Human Resources has hereby offered the Park and Recreation Internship to Maizy Burk for the City of Isanti effective May 4th, 2021 or later.
2. Maizy Burk will be compensated at \$14.00 per hour.
3. The duration of the internship will run spring to fall 2021 as a final date is yet to be determined.
4. That Human Resources is directed to complete all additional documentation for the completion of the employment offer and successfully passing a background investigation.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

**APPROVING THE OFFER FOR THE ECONOMIC DEVELOPMENT/ MARKETING
INTERNSHIP FOR WILL BUCHEGER**

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

WHEREAS, the City Council approved to fill a paid part-time Economic Development/ Marketing Internship in the 2021 budget working 20-29 hours a week; and,

WHEREAS, this temporary position is not eligible for PERA or any benefits; and,

WHEREAS, the offer is contingent on passing a background investigation;

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

1. That Human Resources has hereby offered the Economic Development/ Marketing Internship to Will Bucheger for the City of Isanti effective May 4th, 2021 or later.
2. Will Bucheger will be compensated at \$14.00 per hour.
3. The duration of the internship will run spring to fall 2021 as a final date is yet to be determined.
4. That Human Resources is directed to complete all additional documentation for the completion of the employment offer and successfully passing a background investigation.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

**ACCEPTING RESIGNATION FOR BUILDING OFFICIAL
STEVEN THORP**

WHEREAS, Building Official, Steven Thorp submitted proper notice of resignation per personnel policy on April 22, 2021; and,

WHEREAS, the effective date of this resignation is May 30th, 2021; and,

WHEREAS, Steven Thorp is leaving employment in good-standing per requirements of 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. The resignation of Steven Thorp is hereby effective May 30th, 2021.
2. That Human Resources Director and designee is hereby directed to fill the open position.

This Resolution is hereby approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of the City Council
From: Matt Sylvester, Public Services Director
Date: May 4, 2021
Subject: Resolution 2021-XXX Amending the 2021 CIP for the ICC

Background

In the 2021 Capital Improvement Plan (CIP) there is \$7,745.00 for replacement of the dishwasher at the Isanti Community Center (ICC). The dishwasher belongs to the Lions therefore the repairs, maintenance or replacement would be their responsibility. The kitchen does have a Convection Oven that should be replaced and brought up to Code. Staff would like to amend the CIP by taking the funds available for the dishwasher and use those funds to replace the Convection Oven at the ICC. The CIP would need to be amended to reflect those changes.

Recommendation:

Staff is recommending to amend the 2021 CIP by removing the dishwasher and replacing it with the Convection Oven.

Request

Staff is requesting action on this item.

Attachments:

- Resolution 2021-XXX- Amending The Capital Improvement Plan for the ICC

RESOLUTION 2021-XXX

**AMENDING THE 2021 CAPITAL IMPROVEMENT PLAN FOR THE ISANTI
COMMUNITY CENTER**

WHEREAS, the Capital Improvement Plan (CIP) for the Isanti Community Center (ICC) has \$7,745.00 to replace the dishwasher; and,

WHEREAS, the dishwasher belongs to the Lions therefore the maintenance, repairs, or replacement would be their responsibility; and,

WHEREAS, the kitchen at the ICC does have a Convection Oven that is not in the CIP but should be replaced and brought up to code; and,

WHEREAS, the CIP plan would need to be amended by removing the dishwasher and replacing it with the Convection Oven;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, Authorize the Finance Director to amend the 20-year Capital Improvement Plan by removing the dishwasher at the ICC and adding in the Convection Oven and make the necessary changes based on actual final cost.

This resolution was duly adopted by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for City Council

To: Mayor Johnson and Members of the City Council
From: Katie Brooks, Human Resources Director
Date: May 5, 2021
Subject: Resolution Approving New Position- PT Permit Technician

Background:

On April 20, 2021 at the Committee of the Whole meeting, Community Development Director Sheila Sellman discussed the need for hiring a part-time Permit Technician to help take on duties in the Community Development Department. The Building Official has an overwhelming number of inspections, plan review and administrative processes that warrant the need for a Permit Technician. The consensus was to move forward and make a new position for Council approval.

Request:

Staff is requesting action on this item.

Attachment:

- Resolution 2021-XXX
- Draft Job Description

RESOLUTION 2021-XXX

APPROVING NEW POSITION: PERMIT TECHNICIAN

WHEREAS, new positions must be approved by City Council per current Personnel Policy and adopted 2021 budget, and;

WHEREAS, the Committee of the Whole recommends the new position and amending the City's Organization Chart to include a Permit Technician within the Community Development Department, and;

WHEREAS, the draft job description is included in Attachment A;

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

The new position shall consist of the follow:

- 1) Part-time up to 29 hours per week
- 2) Not eligible for benefits
- 3) Non-union
- 4) Points range: Grade 10 (182-209)

\$23.6282	\$24.3389	\$25.0702	\$25.8221	\$26.5946	\$27.3877	\$28.2117	\$29.0563	\$29.9318
Step 1								Step 9

This Resolution is hereby adopted by the Isanti City Council this 4th day of May, 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand City Clerk

City of Isanti
POSITION DESCRIPTION

PERMIT TECHNICIAN

DEPARTMENT: Community Development
FLSA CLASSIFICATION: Non-Exempt
REPORTS TO: Building Official
SUPERVISES: None

DEFINITION:

Performs technical and administrative work serving as the primary contact for building/ permit questions. Assist the public in answering specific and general inquiries regarding codes, procedures and policies. This role will process Building permit applications, issue and receipt permits. Provide clerical and counter support to Community Development Department. Responsibility for the performance of moderately complex clerical duties which require judgment based on knowledge gained through experience. Serves the public and other City employees by responding to various inquiries.

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and abilities required. The Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.

ESSENTIAL FUNCTIONS OF THE JOB:

- Provide public service activities including, but not limited to, greeting counter walk-ins, answering telephones, responding to requests for information, provide appropriate assistance by directing to the appropriate individual or department.
- Receive, log and review building permit applications and supporting documents to verify completeness and accuracy of information; assess scope of project and relevant permit requirements; educate customers regarding necessary permits and general code compliance of proposed projects.
- Process construction permit applications and route plans to other departments for review.
- Process, issue and receipt faxed, mailed and over-the-counter permit applications. Issue and receipt all other permits prepared by Building Official and/or Community Development Staff that are ready for issuance.
- verify state issued licenses.
- Research records and provide public with specialized site-specific property information such as approved building permits, construction plans, certificates of occupancy, zoning and surveys or site plans.
- Prepare general correspondence, reports, lists and records.
- Perform a variety of detailed clerical tasks such as compiling, calculating and preparing special reports, maintains records.

- Responsible for maintenance of building permit/inspection software database, including state contractors, permit payment information, new parcel information for all new developments or lot splits and updating of parcel information.
- Develop, create and implement department application forms and handouts.
- Organize, file and maintain department address files. Scan and store department records into Laserfiche.
- Send form letters for work with no permit as determined by Building Official.
- Answer general inquiries in a pleasant and friendly manner from contractors and public both over the phone and for general walk-in traffic.
- Prepare monthly, quarterly and annual reports for various City, State, Federal and other agencies as required.
- Perform special projects as assigned by the Community Development Director and Building Official.
- Performs other related duties as assigned or apparent.

EQUIPMENT USED:

This position uses a variety of equipment typical to a traditional office setting. Such equipment may include, but is not limited to, personal computers, printers, telephones, fax machines and copy machines.

REQUIRED KNOWLEDGE AND ABILITIES:

- Ability to provide respectful, professional customer service to Council members, the public and coworkers.
- Ability to produce quality work, prioritize projects and take direction from the Supervisor.
- Ability to read and interpret laws, ordinances, policies, department rules and municipal regulations.
- Read and interpret maps, plats and site plans.
- Ability to read and interpret blueprints, maps, specifications and other construction related documents.
- Ability to use good judgment without requiring immediate supervision
- Ability to develop reports, spreadsheets and make presentations.
- Analyze complex situations, problems and data, and use sound judgment in making decisions.
- Ability to prepare, organize and maintain inspection field data, files and records.
- Ability to develop a course of action and maintain momentum to reach successful conclusions to assignments within agreed upon time frames.
- Ability to deal with very tight time frames, demanding schedules and workload, and with juggling a multitude of tasks while maintaining a cool, even-tempered disposition.
- Ability to establish and maintain effective working relationship with supervisors, and other department employees.
- Use effective interpersonal skills to interact and communicate clearly and concisely with a variety of citizens and the public when explaining City rules, regulations, policies, and ordinances.
- Work independently and schedule/coordinate own workload.
- Ability to be a team player, maintain confidentiality and professionalism at all times.
- Knowledge of computers including typing and use of Word, Office, Excel, Building Permit software, Laserfiche.

- Possess excellent communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

MINIMUM QUALIFICATIONS:

- High School Diploma or equivalent.
- Experience in building permit application, issuance and review; OR an equivalent combination of training and experience.
- Experience in customer service.
- Must possess a valid MN Class D Driver's License.

PREFERRED QUALIFICATIONS:

- Permit Technician Certificate from the ICC
- Two (2) + years' experience as a Permit Technician and applicable administrative role
- Associates Degree in Building, Construction trades, or similar field.
- Experience with software; Laserfiche, GIS, Caselle Clarity, SharePoint, and Microsoft Office.

CONDITIONS OF EMPLOYMENT:

- Must possess a valid Minnesota Driver's License or the ability to obtain within thirty (30) days of employment.
- Must represent the City in a respectful, professional manner with positive interactions with the public.
- Must satisfactorily pass a criminal background examination.
- Must comply with organizational and departmental policies.

WORK SCHEDULE:

The typical work schedule for this position is full-time Monday-Friday, hours are subject to current personnel policy. Additional hours may be required for evening meetings.

WORK ENVIRONMENT/PHYSICAL DEMANDS:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

This position requires the employee to work alone, with others, around others and have contact with the public. This position will work inside in an office and frequently work outside in various weather conditions for inspections.

Activities that will occur continuously, 5-8 hours: Sitting, walking, verbal communication, hearing, repetitive motions, handling, typing, light physical effort.

Activities that will occur frequently, 2-5 hours: problem solving, written communication, reaching, interpersonal skills, standing, pulling.

Activities that occur occasionally, up to 2 hours: reaching, hand/eye/foot coordination, balancing, temperature changes.

Activities that occur infrequently, less than 1 hour: lifting, bending, stooping, kneeling, reaching at, above, and below shoulder level with the right, left, and both shoulders, carrying, and lifting and carrying up to 24 pounds.

This position may require the ability to drive an automobile.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City of Isanti is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, reasonable accommodations are offered to qualified individuals with disabilities. Prospective and current employees are encouraged to discuss potential accommodations with the employer.

ACKNOWLEDGEMENT:

I have read this job description and fully understand the requirements set forth herein. I understand that this is to be used as a guide and that I will be responsible for performing other duties as assigned. I further understand this job description does not constitute an employment contract with the City of Isanti.

_____	_____	_____
Employee Signature	Printed Name	Date

RESOLUTION 2021-XXX

**ACCEPTING DONATION FOR ISANTI REDBIRDS AND AUTHORIZING
EXPENDITURE OF SAME**

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 Isanti Redbirds have received a \$1,500.00 donation; and,

WHEREAS, the donor has requested that the donation be used for maintenance or improvements at Sportsman Field, Home of Redbirds Baseball;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, hereby accepts the \$1,500.00 donation and authorizes the use of the donation for Isanti Redbirds.

Resolution adopted by the Isanti City Council this 4th day of May 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

AUTHORIZING APPRAISAL OF PARCEL 16.090.0102

WHEREAS, the Isanti City Council had a consensus at its April 13, 2021 special meeting instructing staff to determine if parcel 16.090.0102 is potentially for sale; and,

WHEREAS, the owner of parcel 16.090.0102 has indicated a willingness to consider a sale and provided staff verbal consent to access the premises if needed to complete an appraisal; and,

WHEREAS, the low-cost appraisal shall be accepted in an amount not to exceed \$3,500; and,

WHEREAS, staff will solicit quotes for the appraisal;

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

- 1) The City Council approves an appraisal for parcel 16.090.0102 not to exceed \$3,500.
- 2) Approval is given to the City Administrator to administer and facilitate the appraisal.

This Resolution is hereby approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: May 4, 2021
Subject: RFP for Building Inspection Services

Background:

At the April 20, 2021 Committee of the Whole (COW) meeting the council discussed the need for backup services for the Building Official for when he/she is on vacation or out of the office. Backup services may also be necessary if there is a storm that causes a lot of damage and an influx of permits come in (i.e. hail storm).

In addition, the Building Official has resigned and staff is requesting approval to seek interim services. The interim services would be until the position is filled. The proposed RFP is for interim services and backup services. Because the City is required to have a Building Official designated the RFP requests that designation, which could be on an interim basis or long term.

Request:

Consider approving the RFP and a directing staff to advertise.

Attachments:

- Resolution 2021-XXX Approving Request for Proposals for Interim and Backup Building Inspection Services
- RFP

RESOLUTION 2021-XXX

**APPROVING REQUEST FOR PROPOSALS FOR
INTERIM AND BACKUP BUILDING INSPECTION SERVICES**

WHEREAS, over time the City of Isanti has utilized contracted services provided by qualified professional firms as necessary; and,

WHEREAS, the City determined to hire an internal Building Official for beginning 2021; and,

WHEREAS, in the absence of a staff inspector interim building inspection services may be necessary; and,

WHEREAS, staff has prepared Request for Proposals to procure interim building inspection services; and,

WHEREAS, from time-to-time backup services may be needed;

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

1. Approval of the Request for Proposals for interim and backup building inspection services, attached as Exhibit "A".
2. Direct staff to publish a Notice of the Request for Proposals and distribution to seek proposals for such services from qualified consultants and firms.

This Resolution is hereby approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

EXHIBIT A

**REQUEST FOR PROPOSALS
INTERIM BUILDING INSPECTION SERVICES
AND
BACKUP SERVICES**

CITY OF ISANTI

**Isanti County
State of Minnesota**

Response Deadline: Monday May 24, 2021

Contact: City of Isanti
Sheila Sellman, Community Development Director
110 1st Avenue NW
P.O. Box 428
Isanti, MN 55040
(763) 762-5761
(763) 444-5560- fax
Ssellman@cityofisanti.us

I. SUMMARY

- A.** The City of Isanti, Minnesota (the “City”) is requesting proposals to provide interim building inspection, plan review, Building Official designation and related services to the City. These services are for both residential and commercial construction.
- B.** The City is also requesting proposals to provide building inspection, plan review and related services to the City on an as needed basis (back up, not primary). These services will be for both residential and commercial construction. In addition, please indicate if you can be designated as the Building Official if needed. **Proposals must be received by the City no later than 4:30 p.m. on Monday May 24, 2021 and should be sent to:**

City of Isanti
Attn: Sheila Sellman
110 1st Avenue NW
P.O. Box 428
Isanti, MN 55040
Ssellman@cityofisanti.us

Each consultant that desires to respond must submit two (2) copies of its proposal (if not submitted by e-mail). Each proposal submitted shall be valid for ninety (90) days.

II. GENERAL INFORMATION

The City is located in Isanti County and is a free-standing community with a population of approximately 6,000. Building permits issued in recent years are as follows:

	Total	New Homes
2021 (to March)	228	13
2020	1,042	92
2019	720	84

Overall, there is a healthy balance of residential and non-residential tax base within the City. Also, the City has a large inventory of residential and commercial lots ready for development and is well situated for continued growth as the economy improves.

III. GENERAL CONDITIONS

The City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, to accept a proposal that is not the lowest proposal based on fees, and to accept or reject any item or a combination of items. The City further reserves the right to reject proposals that do not contain all elements and information requested in this document. The City shall not be liable for any losses incurred by any consultants submitting proposals. All services will be provided pursuant to a written contract between the City and the Consultant, which shall be negotiated and mutually acceptable to both parties.

IV. TERM OF CONTRACT

- A. The initial term of the proposed contract for interim services, which may include Building Official designation, shall be for a negotiated time until the city hires a Building Official/Inspector, but not to exceed one (1) year.
- B. The initial term for back up services and possible Building Official designation shall be for a period one (1) year. After that initial term, the contract may be extended for a time period(s) as agreed upon by the consultant and the City. Additionally, regardless of the term of the contract, the City will be allowed to terminate the contract in sixty (60) days if the consultant does not perform services in a satisfactory manner, loses its license to perform any of the services, becomes insolvent, and other similar reasons.

V. SCOPE OF SERVICES

The City wishes to contract with a consultant/firm to provide the following services:

Building Inspector/Official:

The City is interested in finding a qualified firm/consultant to provide a designated Building Official and/or building inspector and plans examiner.

Building Code:

The City may appoint the consultant as the City's Building Official. The consultant will be responsible for inspecting properties and enforcing the Minnesota State Building Code. The consultant, however, will not be responsible for enforcing the Electrical Code whereas the City will continue to use other inspectors to perform such inspections.

Plumbing Code:

The consultant shall be responsible for providing enforcement and administration of the currently adopted Minnesota State Plumbing Code and performing plumbing plan review services.

Rental Housing Ordinance:

The consultant shall be responsible for inspecting and enforcing the City's Rental Housing Ordinance for multi-family, including but not limited to inspecting rental dwellings for license renewal, responding to complaint inspections and performing administrative tasks associated with the enforcement of the Rental Housing Ordinance.

Fire Code:

The consultant shall be responsible for enforcement and administration of the City's currently adopted fire ordinance including the Minnesota State Fire Code. The consultant shall coordinate with the City's fire service provider as an authorized representative.

Additional Duties:

Work regarding the above referenced codes and ordinances involves responsibility for plan review, scheduling, and inspection of residential and commercial buildings and other structures in regard to conformity with code requirements and technical standards, any administrative work in support of those duties assigned herein and enforcement. Work involves determining building permit valuations. Work also includes sod/black dirt inspections, pre-

construction inspections, complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Summary of Expected Performance Standards:

This subsection provides a summary of the minimum expectations of the firm/consultant. Final provisions shall be determined during contract negotiations.

1. Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.
2. Except when, and if, the workload demands otherwise, all inspections shall be conducted within the normal business hours of 8:00 am to 4:30 pm, Monday through Friday.
3. The Building Official/inspector shall have, or in the case of the City acquire, an expert knowledge of, and shall comply with, City Code / Ordinances of the City of Isanti, and the laws and regulations of Isanti County, the State of Minnesota and its agencies relating to the enforcement of the Minnesota State Building Code and the Minnesota State Fire Code.
4. The firm/consultant will provide own transportation for inspections and office time.
5. The Building Official/inspector shall carry not less than the following insurance and shall provide verification to the City upon request:
 - a. Auto Insurance: A Certificate of Insurance for owned, hired, and non-owned auto usage coverage for liability in the amounts of \$100,000 per claim, \$300,000 per occurrence coverage for personal injury and \$25,000 per claim, and \$50,000 per occurrence for property damage insurance.
 - b. Professional Liability Insurance: Professional Liability Errors and Omissions Insurance in an amount of at least \$1.5 Million single limit coverage, covering all personnel employed by the Building Official in the capacity of acting as an Agent of the municipality.
 - c. General Liability Insurance: General Liability Insurance in an amount of at least \$1.5 Million, single limit coverage, covering all personnel employed by the Building Official in the capacity of acting as an Agent of the municipality.

VI. CONTENT OF PROPOSAL

The purpose of this section is to identify the information that should be submitted:

A. Compensation and Service

The proposer should outline the basis for compensation including identification of all rates and reimbursable expenses. Please include the following information in your proposal:

1. Your hourly rate or percentage of Permit fee.
2. Your hourly rate or percentage of Plan Review fee.
3. Your hourly rate for inspections.
4. Do you provide services for non-permitted work (i.e., asbestos, lead, condemnation inspections, etc.?). If so, what are your charges?
5. What is your billing procedure (i.e., monthly, quarterly, etc.)?
6. What is your refund policy?

7. How do you establish the value of a building project?
8. What is the minimum time you require to process an application?
9. How many times per week would you be in the community if you were the Interim provider?
10. Would you require any special arrangements with the City (i.e., office area, telephone, computer, filing cabinet, etc.)?
11. Are you willing to use the City's permit applications, documents and handouts?
12. Describe your experience with online permitting and the ability to accept digital plans.
13. Describe your review process, average turnaround time on permits and inspections and, your ability to communicate with customers.
14. What is your minimum required notification time for inspection requests?
15. Will the inspector be available via telephone for questions, inspection scheduling, etc.?

B. Summary of Understanding of Proposed Services:

A prospective consultant should indicate an understanding of the requested services as described in Section V. Scope of Services, and describe how it proposes to service the City of Isanti in these aspects.

C. List of Qualified Inspectors:

A list of qualified individuals and their certifications that can fulfill the various services described in Section V. Scope of Services. The individual(s) designated as the "Building Official" shall be certified as a building official by the State of Minnesota.

D. References:

A list of all building inspection contracts current and held in the last five (5) years, and a municipal representative from each location that the City may contact.

E. Other Activities:

Please indicate if your firm is willing/able to provide any additional services.

F. Signed Statement of Understanding:

The proposal should contain the following statement and must be signed by the individual authorized to represent the firm:

We/I have read the City's Request for Proposal (RFP) for Building Inspection services and fully understand its intent. We/I certify that we have adequate personnel, equipment and facilities to provide the City's requested services. We/I have thoroughly examined the RFP requirements, and our proposed fees cover all the services that we have indicated we can provide.

VII. INQUIRIES

Inquiries into this proposal may be submitted by mail, e-mail, fax or telephone to:

Sheila Sellman, Community Development Director
City of Isanti
110 1st Avenue NW
Isanti, MN 55040
(763) 762-5761
(763) 444-5560- fax
Ssellman@cityofisanti.us

Please include a contact name and telephone number or e-mail address for the City to use in responding to questions.

Thank you for taking the time to consider a proposal to the City of Isanti

Appendix A – Building Code Fees for the City of Isanti

B. Building inspections.

(1) Valuation fee schedule for Isanti.

Value of Work	Value Based Permit Fee (Residential and Commercial)
\$501 - \$2,000	\$50 Minimum, \$25 for first \$500 + \$3.50/each additional \$100 or fraction thereof
\$2,001 - \$25,000	\$78 for first \$2,000 + \$15/each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$425 for first \$25,000 + \$11/each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$700 for first \$50,000 + \$8/each additional \$1,000 or fraction thereof
\$100,001 - \$500,000	\$1,100 for first \$100,000 + \$6/each additional \$1,000 or fraction thereof
\$500,001 - \$1,000,000	\$3,500 for first \$500,000 + \$5/each additional \$1,000 or fraction thereof
\$1,000,001 +	\$6,000 for first \$1,000,000 + \$4/each additional \$1,000 or fraction thereof

(2) Building permit: per Valuation Fee Schedule.

(3) Basement finishes/remodel permit: \$300 (includes plan review).

(4) City utility services under driveway: \$100.

(5) Commercial landscape escrow: \$8,000 per site.

(6) Deck permit: \$300 (includes plan review).

(7) Demolition permit: minimum of \$100 or 1.27% of contract price.

(8) Right-of-way work permit.

(a) Single residential hookup: no fee.

(b) Base fee, up to 1,000 LF: \$125.

- (c) Fees in addition to base fee, work >1,000 LF: \$65 per 1,000 LF.
- (9) Street cut: \$125 plus \$5,000 in escrow.
- (10) ROW unauthorized work: \$250 plus up to double the permit fee.
- (11) Fence permit (fences > 7'): Per Valuation Fee Schedule.
- (12) Fire suppressant permit, commercial/multifamily: 1.5% of project value.
- (13) Gas line (with mechanical permit): \$12.50 per gas line, \$25 minimum.
- (14) Gas line (without mechanical permit): \$50.
- (15) Grade survey check:
 - (a) Commercial: \$50.
 - (b) Residential: \$50.
- (16) Grading permit: \$150.
- (17) Inspections outside of normal business hours: \$75 (two-hour minimum plus mileage).
- (18) Inspections, hourly rates.
 - (a) Building Official: \$125/hour.
 - (b) Senior Building Official: \$95/hour.
 - (c) Fire Inspector: \$90/hour.
 - (d) Building Inspector: \$75/hour.
 - (e) Other staff: \$75/hour.
- (19) Investigative fee: 100% of permit fee.
- (20) Lawn irrigation permit: \$80.
- (21) License verification fee: \$5.
- (22) Mechanical permit: \$75 per unit.
- (23) Mechanical permit, commercial/multifamily: 1.5% of project value.

- (24) Minimum permit fee: \$50.
- (25) Permit renewal after six months of expiration: 50% of original permit fee.
- (26) Plan check fee: 65% of calculated permit fee, when applicable.
- (27) Plan check fee, duplicate plans: Duplicate plan fees reduced to 25% of Master Plan Review.
- (28) Plan review (additional): \$75 (1/2 hour minimum).
- (29) Plumbing permit basic (up to four fixtures): \$54.
- (30) Plumbing permit, job valuation > \$500 or more than four fixtures: \$94.
- (31) Plumbing permit, commercial/multifamily: 1.5% of project value.
- (32) Pre-final inspection fee (residential): \$60.
- (33) Re-roof permit: \$80.
- (34) Re-siding permit: \$80.
- (35) Residential driveway escrow: \$2,000.
- (36) Residential landscape escrow: \$6,000.
- (37) Residential rental license fee:
 - (a) One unit: \$150.
 - (b) Two to four units: \$175.
 - (c) Five to 12 units: \$225.
 - (d) Thirteen to 20 units: \$240.
 - (e) Twenty-one to 50 units: \$250.
 - (f) Fifty-one + units: \$300.
- (38) Rental additional inspections: per inspections hourly rate.
- (39) Rental license late fee: 100% of rental license fee.
- (40) S.E.C., residential: \$20.

- (41) S.E.C., commercial/industrial: \$50.
- (42) SAC/WAC inspection fee: \$37.50.
- (43) State surcharge: applied to all permits.
- (44) Swimming pool permit: \$80.
- (45) Water/sewer line repair inspection fee: \$80.
- (46) Window/door replacement permit: \$80.

RESOLUTION 2021-XXX

**APPROVING THE OFFER OF FULL-TIME POLICE OFFICER TO
JESSE ZAJAC**

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Full-Time Police Officer position; and,

WHEREAS, the Chief of Police and interview panel selected Jesse Zajac as the most qualified candidate for the open Full-Time Police Officer position; and,

WHEREAS, the candidate's offer is contingent on successfully completing and passing a Police Officer background investigation, medical evaluation, drug test and psychological evaluation;

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

1. That Human Resources has offered the Full-Time Police Officer position to Jesse Zajac for the City of Isanti and shall be eligible to start in that position after successfully meeting all conditions of pre-employment evaluations.
2. That Jesse Zajac shall start at Step 2 of the Wage Scale at \$32.1453 per hour.
3. That Jesse Zajac shall be on probationary status per the Personnel Policy in the position of the Full-Time Police Officer position.
4. Jesse Zajac's start date is effective after May 4, 2021, and will be determined when all above conditions have been met and paperwork is completed.
5. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
6. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This Resolution is hereby approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for City Council

To: Mayor Johnson and Members of the City Council
From: Katie Brooks, Human Resources Director
Date: May 5, 2021
Subject: LELS #217 & #416 Memorandum of Understanding- Vacation Carry Over

Background:

Due to the Covid-19 pandemic, members of the LELS #217 & #416 bargaining units were not able to use their vacation accrual time. A Memorandum of Understanding (MOU) was drafted to acknowledge that the members will have 12 months from the effective date of the MOU to use their vacation so no vacation hours are lost to the members. The attached MOU outlines the agreed upon language from all parties.

Request:

Staff is requesting action on this item.

Attachment:

- Memorandum of Understanding for LELS #217 & #416

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ISANTI
AND
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #217**

This Memorandum of Understanding (“MOU”) is by and between the City of Isanti, Minnesota (“City”) and Law Enforcement Labor Services, Inc., Local #217 (“Union”). The Union is the exclusive representative for the bargaining unit noted above. The City and the Union are collectively referred to herein as the parties.

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“CBA”) effective January 1, 2020 through December 31, 2022; and,

WHEREAS, the City acknowledges certain Union members have encountered difficulty using accrued vacation due to the COVID-19 Pandemic; and,

WHEREAS, Article 18.2 of the CBA states the following:

“48 hours of unused vacation and the Employee’s annual accrual may be carried over from year to year”; and,

WHEREAS, the City is agreeable to allowing affected bargaining unit members to carry excess vacation hours for up to twelve (12) months past the effective date of this MOU;

NOW THEREFORE, the parties agree as follows:

1. Notwithstanding the language of Article 18.2 of the CBA, bargaining unit members shall be permitted to carry accrued and unused vacation in excess of the accrual cap set forth in Article 18.2 of the CBA for a period of twelve (12) after the execution of this MOA. Excess vacation not used within twelve (12) months after the execution of this MOA shall be forfeit.
2. This MOU constitutes the entire agreement between the parties relating to the matters identified herein. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOU will be valid unless they are in writing and signed by the parties.
3. This MOU shall remain in effect for a period of twelve (12) months after execution.
4. The parties agree that this MOU shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the City and the Union other than for purposes of enforcement of this MOU.

5. This MOU shall for all purposes be deemed to have been mutually drafted.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2021.

For City of Isanti:


Jeff Johnson, Mayor

Josi Wood, City Administrator

For LELS Local #217:



Jon Gates - 4/28/2021
LELS Business Agent

 BRIAN SAHA 4-28-2021

LELS Union Steward

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ISANTI
AND
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #416**

This Memorandum of Understanding ("MOU") is by and between the City of Isanti, Minnesota ("City") and Law Enforcement Labor Services, Inc., Local #416 ("Union"). The Union is the exclusive representative for the bargaining unit noted above. The City and the Union are collectively referred to herein as the parties.

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") effective January 1, 2020 through December 31, 2022; and,

WHEREAS, the City acknowledges certain Union members have encountered difficulty using accrued vacation due to the COVID-19 Pandemic; and,

WHEREAS, Article 18.2 of the CBA states the following:

"48 hours of unused vacation and the Employee's annual accrual may be carried over from year to year"; and,

WHEREAS, the City is agreeable to allowing affected bargaining unit members to carry excess vacation hours for up to twelve (12) months past the effective date of this MOU;

NOW THEREFORE, the parties agree as follows:

1. Notwithstanding the language of Article 18.2 of the CBA, bargaining unit members shall be permitted to carry accrued and unused vacation in excess of the accrual cap set forth in Article 18.2 of the CBA for a period of twelve (12) after the execution of this MOA. Excess vacation not used within twelve (12) months after the execution of this MOA shall be forfeit.
2. This MOU constitutes the entire agreement between the parties relating to the matters identified herein. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOU will be valid unless they are in writing and signed by the parties.
3. This MOU shall remain in effect for a period of twelve (12) months after execution.
4. The parties agree that this MOU shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the City and the Union other than for purposes of enforcement of this MOU.

5. This MOU shall for all purposes be deemed to have been mutually drafted.

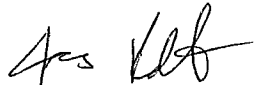
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2021.

For City of Isanti:

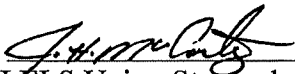
Jeff Johnson, Mayor

Josi Wood, City Administrator

For LELS Local #416:



LELS Business Agent



LELS Union Steward



Memo for Council

To: Mayor Johnson and Members of the City Council
From: Finance Director Betker
Date: May 4th 2021
Subject: Request to Proceed with Issuance of Conduit Debt

Background:

On March 29th a formal request was made by the Arts & Science Academy (ASA) seeking affirmation of the City's intent to issue conduit debt (5.6 million) to allow the ASA to buy out the leases on the two buildings they currently occupy and realize savings between the current lease payments and the projected debt service payment. The obligation would be assigned to First Bank & Trust at closing. At that point the City would have no role or obligation associated with the debt issue.

Per City Policy "The entity wishing assistance must first request the Finance Committee of the City review their proposal and provide the information and deposit the fee detailed below. After the Finance Committee reviews the proposal, the applicant may then request that the City Council review their proposal and grant permission to move forward to the public hearing stage." However, in the absence of a Finance Committee, that role was filled by the Committee of the Whole.

The ASA has signed the escrow agreement (attached) and has paid the minimum amount due.

At its April 20th 2021 meeting the Committee of the Whole acknowledged support for the project and recommended Council consideration.

Recommendation:

Staff is recommending approval to proceed and approval of the ASA's request to use Kennedy & Graven as Bond Counsel on the condition that our Bond Counsel (Taft Stettinius & Hollister LLP) review the final documents for defect prior to closing.

Request:

The ASA, as ABC Building Services is seeking authorization to proceed with the issuance of conduit debt to allow the ABC Building Services to buy out their current leases and realize savings between the current lease payments and the projected debt service payment

Action Required:

The Council may affirm authorize the ASA as ABC Building Services to proceed with the issuance of Conduit Debt or recommend that the ASA pursue alternative funding.

Attachments:

- Res. 2021-XXX Support for and Authorization to Proceed with the Issuance of Conduit Debt
- ASA Conduit Debt Financing Proposal and Escrow Agreement – Signed 3-26-21
- LMC Handbook – Debt and Borrowing (Excerpt)
- City of Isanti – Conduit Bond Policy – Res. 2009-216

RESOLUTION 2021-XXX

**SUPPORT FOR AND AUTHORIZATION TO PROCEED WITH THE ISSUANCE OF
CONDUIT DEBT**

WHEREAS, Minnesota Statute allows municipalities to issue conduit debt for the benefit of designated and qualified private entities; and,

WHEREAS, the City of Isanti has received a proposal for conduit debt issuance from ABC Building Services; and,

WHEREAS, the Committee of the Whole of the City of Isanti has reviewed the proposal and recommended consideration by the City Council; and,

WHEREAS, the City of Isanti has received a signed escrow agreement and the minimum escrow required per the City's Conduit Debt Policy; and;

WHEREAS, ABC Building Services has retained the Kennedy & Graven as Bond Counsel; and;

WHEREAS, The City of Isanti's Bond Counsel (Taft Stettinius & Hollister LLP) shall review final documents prepared by Kennedy & Graven before closing;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, hereby acknowledges its support of the proposed project and authorizes ABC Building Services and their Bond Counsel, Kennedy & Graven to proceed with the Conduit Debt issuance process:

This Resolution is hereby approved by the Isanti City Council this 4th day of May 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

ABC BUILDING SERVICES (ABCBS) CONDUIT FINANCING PROPOSAL

OVERVIEW

ABC Building Services (ABCBS) is pleased to submit this conduit financing proposal to the City of Isanti. This provides an overview for the nature of the request and a primer on the financials of the project.

The Objective

- Complete a proposed acquisition of properties for the Art and Science Academy (ASA) school complex to meet the needs for an increased student population to include a 9-12 high school.
- To partner with the City of Isanti in a tax conduit bank financing issue to lower costs for the school to finance the acquisition or alternatively for the City of Isanti to provide host approval for another city to be the sponsor of the tax conduit issuance.

Location Analysis

Currently both properties of Art and Science Academy are owned by the Charter School Development Corporation (CSDC) but will shortly become properties of ABCBS. ABCBS will become the long-term owner and lease manager of the properties for Art and Science. The two current properties operate under a P&Z conditional use permit that is allowed for public schools to operate in various zoning areas. The school currently leases use of the Elementary building to Grace Gospel Church for Sunday services and the school also leases a portion of the unused property north of the Middle School to a local farmer. This provides additional income streams to pay against the lease cost to CDSC, the remainder of the balance is paid through lease aid through the state and general funding from the school.

The Cambridge-Isanti area is growing at a substantial rate which includes over 50 housing permits in Isanti just in the past year and a similar amount in Cambridge nearby. With this growth comes additional families to the area which will increase the educational needs of this area for the foreseeable future. ASA and ABCBS see this as potential for steady growth in the area without the need to compete with the local school district for enrollment. Currently, ASA serves Cambridge, Isanti, and the immediate surrounding area in grades K-8.

Development Plan

ASA and ABCBS would be working together to implement the following plan:

- Step 1: Formation of an affiliated building corporation as the legal instrument to operating a charter school buildings per MN law. – Complete.
- Step 2: Line up financing and contact CDSC for purchase price of existing buildings. – In Progress.
- Step 3: Acquire buildings. Conclude business with CDSC. – On Hold, pending Step 2.
- Step 4: Once school fund balance reaches level for financial bonding (approx. 2-4 years), start the process to bond for building expansion of the Middle School into a 5-12 combined building. Bonding would roll over conduit loan for the acquisition of buildings into the bonding price for a single payment of long-term debt.
- Step 5: Commence construction of high school expansion and open to the public for school services.

Conduit Revenue Bond and Process

ABCBS wants to pursue this option for purchasing the properties because of the lower rates associated with tax exempt bonds vs conventional financing. Schools work within tight margins, so any way to reduce costs translates

into more funds to be able to turn back into programs and opportunities for students. Since ABCBS is representing a charter school, they do not have access to some of the bonding options that traditional districts have access to such as referendum-based tax obligation which require tax levy authority. However, as a 501(c)3 non-profit that provides services to the community, we do qualify for opportunities like the tax conduit bank financing as being outlined in this proposal. To that end, we are seeking City of Isanti approval to move ahead with this proposal or alternatively for the city to provide host approval so that we can approach another city that has loan capacity remaining.

ABCBS retains Jay Squires of Rupp, Anderson, Squires & Waldspurger for the school's real estate counsel. Jay has substantial experience representing schools for real estate transactions and is a certified Real Property Specialist in MN. ABCBS is fine with working with Northland Securities as the city's bond counsel. Alternatively, Kennedy&Graven or Fryberger of Duluth are acceptable as replacement bond counsel if needed. We understand there are associated costs as outlined in the conduit bond policy of the city and have attached our escrow agreement to this proposal.

ABCBS understands that a tax conduit bank financing requires the non-profit to assume all the risk of the debt payments and that the city cannot be held liable or responsible if any debt is issued. We are confident there would be no issues with this requirement as the school has been on time with its payments for years and as of the most recent financial audit had no significant findings or material issues.

Financials

ABCBS was created specifically for this purpose as the legal entity for ownership of the school properties (per MN law regarding ownership of charter school buildings). As such ABCBS does not have a financial history. Instead, listed below are the basic financials of ASA, which would be the tenant of the properties and who would be paying the lease to cover the associated costs. For a charter school seven years into operations, ASA is within the normal range financially. Typically, it is recommended by non-profit industry standards that charter schools maintain a fund balance in the 20-30% range.

	2019-20	2020-21 (est)	2021-22 (est)	2022-23 (est)
Enrollment	382	347	357	370
Revenues	\$4,957,804	\$5,697,253	\$4,882,691	\$5,103,004
Expenditures	\$4,515,393	\$4,958,576	\$5,028,709	\$5,171,978
Fund Balance	\$751,390	\$1,490,067	\$1,344,049	\$1,275,075
Fund Balance %	16.6%	30.1%	26.7%	24.7%

The current financing plan would be as follows:

	Funding	Costs	Total
Acquisition Costs (est)		\$6,378,976	
Conduit Financing (80%)	\$5,103,180.80		
Secondary Financing (20%)	\$1,275,795.20		
Total			\$6,378,976

ASA pays on a yearly lease with CSDC of approximately \$642k which includes a roughly 20% overhead for CSDC's costs. We anticipate that this overhead will make it essentially revenue/expenditure neutral in the new financing arrangement. Any additional costs beyond what is listed above would be paid for through school funds. The terms of the conduit financing would be looking at a ten-to-twenty-year term with the likelihood of it being rolled into a

long-term bond at approximately year six or seven. The bank ran an estimate on a 3% rate and came up with \$447,617 per year for the 80% conduit portion. The remaining 20% portion would generate an approximately \$111,904 yearly cost for a combined total of \$559,521. This is well within the current lease payments.

Projected Timeline

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date	Duration
Project Start	2019	NA	Approx 3-7 years
Formation of ABC	2019	2020	Complete
Acquisition of Properties	2020	2021	In Progress
Fund Balance for Bonding	2021	2023 or 2024	Pending
Financing of Expansion and Design	2024	2025	Approx 1 yr
Construction	2024 or 2025	2025 or 2026	Approx 8-15 mths
Opening	2025 or 2026	NA	

EXPECTED RESULTS

We expect that our proposed development plan will produce the following benefits:

Financial Benefits

- Increased land value around the school due to land improvements.
- Increased opportunity for growth in the area due to increased educational opportunities.
- More visible development in the town to spark additional interest in the area, especially the north side of town.
- A stable return/low risk since funding comes from school enrollment/state funding.
- The sponsoring city usually collects a fee for approving a resolution for the bond which brings in additional revenue with no financial risk.
- Lower financial costs for the school which translates into more funds being able to be turned back into educational programs.

Social Benefits

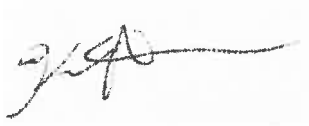
- Increased educational opportunities for the community.
- Increased social programs for students in the community.
- Increased avenues for access to social services (meals programs, family services, etc)

CONCLUSION

We look forward to hearing feedback regarding this proposal.

If you have questions on this proposal, feel free to contact Kevin Fitton at your convenience by email at kevin.fitton@asa.k12.mn.us or by phone at 763-444-0342.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'K. Fitton', with a long horizontal stroke extending to the right.

Kevin Fitton
Managing Director – ABCBS
Executive Director - ASA

Attachment A

Escrow Agreement with the City of Isanti

This Escrow Agreement pertains to the project known as Art and Science Academy Building Acquisition.

The escrowed funds described below shall be applied toward the City's actual cost of legal fees, engineering fees, filing fees, administrative expenses and other costs related to this project and the applicant's request for the issuance of conduit revenue bond financing.

All fees and costs incurred by the City in connection with this agreement shall be charged against and drawn by the City from said escrow which shall remain in effect until the completion of the proposed project or for one year after the project is withdrawn or the fails to proceed. Any funds remaining in this escrow account after such date shall be refunded to the applicant.

The applicant shall deposit in escrow with the City as provided above, the amount of *one fourth of one percent (1/4%) of the proposed issuance amount with a minimum deposit of \$3,000 and a maximum deposit of \$25,000. For host approval a deposit of \$3,000 is required.* In the event that the escrow amount is depleted, the applicant agrees to post additional sums of money to replenish the account to a minimum of \$1,500 (one thousand five hundred dollars) to cover City projected costs. The applicant agrees that the escrow account shall always have a balance of no less than \$1,500 for this portion of the project. If the account depletes to \$1,500 or below dollars in the account, the City may suspend work authorized under a permit or an approved project for non-payment of project expenses or depletion of escrow monies.

The applicant, upon request, shall be entitled to a current itemized statement of all costs and fees charged against this escrow account.

The City of Isanti Finance Department shall send the applicant statements on a quarterly basis, or at such other intervals as the City deems appropriate, showing the current balance and escrow account activity since the previous statement. The applicant shall promptly pay to the City any amounts due the City pursuant to any such statements submitted by the City to the applicant which show a balance due.

Through the below signature, the applicant agrees to pay in accordance with the terms of this agreement all development costs and deposits as outlined above.


Applicant

3-26-21
Date

Approved this ____ day of _____ 20__.

City of Isanti

By _____, its _____

RELEVANT LINKS:

See Section VIII-B
Governmental versus private activity.

[Minn. Stat. §§ 469.152 to 469.1651.](#)
[Minn. Stat. ch. 462C.](#)

See Section X *Participants in a bond sale.*

Note that bond investors have very little interest in how the proceeds are used, if the bonds are general obligations. Therefore, the classification by use of proceeds is mostly relevant from a standpoint of city policy and financial management.

IV. Bonds by user

The most commonly-issued bonds represent borrowing by a city to finance public assets—the city itself is the “user” of the proceeds. But Minnesota law authorizes cities to issue bonds where the proceeds are actually used by private parties. These bonds are referred to in most cases as “private activity bonds”—a name derived from federal tax law. Private activity bonds fall into two major categories, discussed in turn below.

A. Conduit bonds

Unlike almost all other bonds, “conduit bonds” are initiated by and issued for the benefit of private entities. Under the state statutes that authorize these bonds, the city issues the bonds and loans the proceeds to the private entity. That private entity repays the loan in an amount sufficient to pay principal and interest on the bonds. As a practical matter, the loan is (normally) handled entirely by a separate bond trustee (usually the trust division of a bank). After the bonds are issued, the city has almost no role in payment or administration of the bonds.

The bonds are revenue bonds—the city does not pay debt service or any other cost related to the transaction. As such, the bonds have no effect on the issuing city’s credit rating and are not counted against any statutory limitations on borrowing. When the bonds are sold, investors look only to the credit of the private borrower (and any related private security, such as mortgages and guarantees). While the city council must approve issuance of the bonds and all the bond documents, the transaction is largely handled by the private borrower and the underwriter that usually serves as the initial purchaser of the bonds. The bond counsel for conduit bonds may be the city’s regular bond counsel or may be retained by the private entity (this is a matter of city policy and practice).

The types of private activity bonds are governed primarily by federal tax law. Congress in effect created this kind of bond to provide tax-exempt (and therefore lower cost) borrowing to certain favored activities carried out by private entities.

Much of today’s tax law regarding these bonds originated with the Tax Reform Act of 1986, which sharply narrowed the scope of permissible private activity bonds (previously known as “industrial development revenue bonds” or “IDR bonds”).

RELEVANT LINKS:

Minn. Stat. § 469.178. Minn. Stat. § 469.1814.

See Handbook, *Community Development and Redevelopment*.

The three most common conduit bonds in Minnesota are:

- *Qualified 501(c)(3) bonds*, where the user of bond proceeds is a nonprofit 501(c)(3) entity. Typical examples include nonprofits that own nursing homes, hospitals, senior and other affordable housing, and schools (from K-12 to college). But any nonprofit with 501(c)(3) status is eligible for this type of financing, so bonds have been issued for entities as diverse as the YMCA to Minnesota Public Radio.
- *Housing revenue bonds (exempt facilities)*, where the user of bond proceeds is a private for-profit entity that builds housing intended for occupancy by persons or families who meet specified low-income guidelines.
- *Small issue manufacturing bonds*, where the user of the proceeds is a manufacturing business that constructs manufacturing facilities that meet certain federal requirements.

There are other less common conduit bonds that cities may occasionally encounter, but the three listed above represent the bulk of this bond type.

B. Tax increment and abatement private activity bonds

The other category of common private activity bonds are those issued in the context of economic development and redevelopment. Cities may issue bonds secured by tax increments (all the increased taxes in a TIF district or portion thereof) or abatements (the taxes imposed by a participating taxing jurisdiction, usually just the issuing city).

The city *may* be the “user” of these bonds, for example, when proceeds finance public streets or other public infrastructure needed for a private development project. But bond proceeds may be delivered to a private developer to finance aspects of the private development permitted under law—such as land acquisition, excavation, and other eligible private improvements. In those cases, the private developer becomes the “user.”

In most cases, where the private developer is the user, the issuing city will also require the developer to provide additional security, such as an agreement to maintain a minimum value, or a guarantee to cover debt service if tax increments or abatements fall short of expectations. The result is that these bonds are treated as “private activity bonds,” and must be issued as taxable bonds.

By contrast, conduit bonds are tax exempt despite the fact that they are issued for the benefit of, and secured by, a private entity—but only because the private entity accomplishes some public purpose identified by Congress in federal tax law.

RESOLUTION NO. 2009-216

A RESOLUTION APPROVING THE CONDUIT BOND POLICY

WHEREAS, the City of Isanti has placed economic development as a primary goal for year 2009; and,

WHEREAS, the Finance Committee is recommending City Council approval of a Conduit Bond Policy; and,

WHEREAS, the Conduit Bond Policy is meant to clearly identify the City's roles in issuing the bonds for an entity; and,

WHEREAS, the City of Isanti believes that the Conduit Bond Policy is an important tool to bring additional businesses and / or entities to Isanti and to assist businesses expanding in Isanti.


NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Isanti, Minnesota to approve the Conduit Bond Policy attached as 'Exhibit A'.

This Resolution was duly adopted by the Isanti City Council this 1st day of September 2009.

ATTEST:



Mayor George A. Wimmer



Irene J. Bauer
Assistant City Administrator/City Clerk

(SEAL)

EXHIBIT A

City of Isanti, Minnesota Terms and Conditions for the Issuance of Conduit Debt

Municipalities may be asked by not-for-profit agencies and other entities to issue pass-through, conduit debt. These issues are not projects of the governmental unit but of a separate corporation. In order to expedite the assistance that City of Isanti can offer and to avoid a resource drain on the City, the City of Isanti requires the following:

The entity wishing assistance must first request the Finance Committee of the City review their proposal and provide the information and deposit the fee detailed below. After the Finance Committee reviews the proposal the applicant may then request that the City Council review their proposal and grant permission to move forward to the public hearing stage.

The applicant must provide to the Finance Director documentation about the entity requesting the assistance, the project, and the proposed financing method. The City also requires that the applicant assume all of the costs incurred by the City in examining the legal and fiscal aspects of the project as well as ongoing monitoring and reporting of outstanding bonds once issued. *The applicant must make a deposit of one fourth of one percent (1/4%) of the proposed issuance amount with a minimum deposit of \$3,000 and a maximum deposit of \$25,000.* The applicant must sign the City of Isanti Escrow Agreement, please see Attachment A. These funds will be applied against the costs incurred by the City for staff time, its consultants, and any other expenses caused by the proposal. If the application is denied, the deposit amount in excess of these costs will be refunded to the applicant. If the application is approved, the full deposit will be retained to additionally cover costs of issuance and future monitoring. In the event the City's actual costs exceed the deposit amount, the applicant will be required to reimburse these additional amounts.

In addition, the applicant agrees to reimburse the City for any costs incurred related to the City's bonds having to be designated as non-bank qualified bonds as a result of the applicants borrowing. The amount shall not exceed the State of Minnesota's restrictions on the amount of funds that maybe be bonded.

The entity should be prepared to demonstrate to the City how the proposed project will benefit the community. The applicant may request to be placed on the Finance Committee's agenda for City Council recommendation by contacting the City of Isanti Finance Department or by submitting a letter outlining the request, and appearing before the City when the request is heard.

If permission is granted by the City, the City's bond attorney must be consulted to review used for the issuance. The bond attorney for the issue must:

Provide to the City Council a written statement indicating that the documents have been appropriately prepared, all concerns of the City and points covered by this document have been addressed, and it is acceptable for the Council to adopt the

needed resolutions. No documents will be adopted by the Council or signed by Council members or staff without the attorney's statement.

Prepare a contract obligating the applicant requesting the debt (obligor) to repay to the City any interest margin for bank qualified bonds that the applicant uses and the City later needed on debt it issues for its own purposes.

Assure that any Official Statement or other offering document prominently displays in large, bold type that City of Isanti does not have any obligation to repay the debt and what the rating of the bond issue is, if any.

When the issue is complete and closed, provide two copies of the transcript and amortization schedules of the issue to the Finance Director on a timely basis.

The debt instrument issued must not place the City at risk in any way, financially or legally, in appearance or in fact. The Federal Government has also placed the burden of weighing the balance of "public purpose versus private benefit" upon the City Council for these conduit debt issues. The Council will consider risk, the public versus private benefit balance, and the recommendation of its staff. Because of the subjective nature of the issues it must weigh, the Council retains the right to refuse to authorize any issue at its sole discretion and without need to give cause. The obligor must indemnify the City against all future costs including but not limited to law suits, findings that the issue was not tax-exempt, or penalties of any kind. The documents must clearly reflect the indemnification of the City.

The City will not be responsible for any continuing disclosure or arbitrage calculations or rebate and the documents must clearly reflect that the obligor is responsible for these matters.

The applicant requesting the conduit debt and their advisors must arrange for the logistics of all document movement, timing, signature, publication, etc. It is very important to assure that the necessary individuals will be available for signatures on documents well in advance of needing the signatures. Signatures will be supplied at the convenience of the City.

City Administration places items on the Council agenda and obtains signed documents from the Council. The contact in that office is the Assistant City Administrator / City Clerk. It is the responsibility of the applicant to:

Inquire as to when Council meetings are scheduled (and to check again as necessary because meeting dates change without notice),

Inquire as to when documents must be delivered in order to be accepted for the agenda,

Provide the appropriate cover sheet (see sample attached) for the materials for inclusion in the Council agenda,

Arrange for copies which need to be signed and to provide the necessary envelopes and postage or other arrangements to move the documents when signed.

The documents are signed after the meeting at a time convenient to the Mayor, typically within a week after the meeting.

Arrange to move (envelopes/postage) any notices requiring publication to the appropriate newspaper, pay for the publication, and obtain any signed affidavits necessary (please contact City Staff as to the City's Official Newspaper).

Attend all necessary meetings, including, but not limited to Committee and City Council meetings to answer questions concerning the issue while the documents are being considered,

Arrange to have any other necessary documents delivered for signature by other City officials such as the City Attorney and the Finance Director and after signature have appropriate self addressed and stamped envelopes available for return. The officials should be notified in advance, by telephone, that documents are being sent for signature,

Arrange for all IRS and Federal or State filings and or fees,

Arrange to have all necessary professional fees paid directly to the professionals who did the work either out of bond proceeds or make other acceptable arrangement with the professionals doing the work.

The City will consider requests for tax exempt financing of projects in the City by other political subdivisions. In these cases the applicant must make a deposit of \$3,000. The applicant must sign the City of Isanti Escrow Agreement, please see Attachment A. These funds will be applied against the costs incurred by the City for staff time, its consultants, and any other expenses caused by the proposal. If the application is denied, the deposit amount in excess of these costs will be refunded to the applicant. If the application is approved, the full deposit will be retained to additionally cover costs of issuance and future monitoring. In the event the City's actual costs exceed the deposit amount, the applicant will be required to reimburse these additional amounts.

Attachment A

Escrow Agreement with the City of Isanti

This Escrow Agreement pertains to the project known as _____.

The escrowed funds described below shall be applied toward the City's actual cost of legal fees, engineering fees, filing fees, administrative expenses and other costs related to this project and the applicant's request for the issuance of conduit revenue bond financing.

All fees and costs incurred by the City in connection with this agreement shall be charged against and drawn by the City from said escrow which shall remain in effect until the completion of the proposed project or for one year after the project is withdrawn or the fails to proceed. Any funds remaining in this escrow account after such date shall be refunded to the applicant.

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Through the below signature, the applicant agrees to pay in accordance with the terms of this agreement all development costs and deposits as outlined above.

Applicant

Date

Approved this ____ day of _____ 20__.

City of Isanti

By _____, its _____

**CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES
April 27, 2021**

Call to Order: Aaron Zdon called the meeting to order at 6:02 p.m.

Roll Call: Members Present: James Witte, Aaron Zdon and Council Member Jimmy Gordon
Staff Present: Alyssa Olson, Parks, Recreation & Events Coordinator and Matt Sylvester, Public Services Director

Agenda/Modifications: Zdon asked that February Minutes be added to the agenda. Sylvester added it to the Agenda with motion by Witte; second by Gordon.

2. Meeting Minutes: Motion by Witte; second by Gordon to approve meeting Minutes from March 23, 2021. Motion passed 3-0.

3. Park Visit Summary: Zdon gave update on Legacy Park with notes of minor knife marks, but overall everything is nicely maintained. Recommended adding a dog waste station, to replace trail maps and set a note for future discussion on allowing bikes on the path. Whisper Ridge is in bad shape with large cracks in court surface. Recommended filling cracks and restriping, and discussing possibility for turning the court into a pickle ball court per resident requests and previous discussions. Mentioned it does get a lot of use, just needs to be better maintained. Zdon also noted that previous discussions suggested the future park at South Passage be turned into pickle ball courts. Olson to look at previous minutes on pickle ball discussion to assess viability. Academy Park in great condition with no visible safety issue. Recommended moving the portable so it is ADA accessible and connected to the trail instead of at the curb; then looking into connecting the trail to the cul de sac. Witte gave update on Rum River Meadows with notes of light graffiti and mulch throw; a lot of trash was onsite – Sylvester noted that Public Works had slowed down pick up to prepare for Earth Day Clean-Up but the crew would be picking back up on that maintenance this week. River Bluff Preserve had debris on trail – Sylvester noted that was likely due to the river water levels and would send crew through once the water level is down. Witte recommended expanding rock layer around Community Garden instead of stopping partially through. Isanti Hills Neighborhood Park was in okay condition as a park with presumed minimal use with some knife marks and wearing equipment. Mattson Park had light graffiti and limited trash as Earth Day Clean-up crew had cleaned the park that week. Gordon gave update on VFW park and noted it was in good shape, but the gate is chained up and looks like the park is closed although it isn't. Sylvester mentioned the gate could be opened consistently to minimize that perception. Gordon noted the bleachers at Unity Park need replacing – Olson noted new bleachers were recently purchased and will be replaced in the coming weeks. Witte noted the field contains a few bumps that could be dangerous for players. Bluebird Park is in great shape, but there remains to be a garbage issue at the skate park. Sylvester noted it's a consistent problem with the park users not using the receptacles and the Public Works crew knows to check that area frequently during their clean up. Noted the grass is starting to grow on the sledding hill and will hopefully cover in the next few weeks as it gets summer. Discussion was had on the hopscotch stencil with no confirmation if we own one or borrowed from Academy Park; Olson and Sylvester will look into to confirm. Riverside Park is well maintained, but the equipment appears to be dirty consistently. Zdon mentioned it may be because of the tree cover and may just need pressure washing. Mulch needs replacing under swings, but is otherwise well maintained.

Olson requested the Board's opinions on turning underused parks into green space or transitional park spaces. Witte noted the volleyball court doesn't appear to be used and could be moved to replace with more active recreation. Gordon would like to see us move towards replacing some parks with green space, but there's no rush to do so as long as they are being used and maintenance of equipment is not a burden. Zdon noted it doesn't make sense to spend resources to tear a park out while money is being spent to upkeep the area. Olson asked if there are any thoughts about transitioning elements of those parks as equipment needs replacing, but not all at the same time. Zdon mentioned liking the natural parks like Winona where dirt is used with slides and log structures built into the space, but noted they are likely expensive. Olson pondered if adding more recreation for adults would be useful, i.e. adding fitness structures or equipment that could be used by older residents. Witte noted it would be helpful to poll the community through a survey on how much they use the park and what they would like to see there. Olson will look into surveying options and put together a draft for the May Board meeting.

4. Department Updates

Olson shared updates from March events: Movie Night had 6 people attend and noted that the program should be reviewed as Fall programs are considered; April Curious Creatures had 10 kids attend that all seemed to enjoy the program and wish to return; Earth Day Clean-up had lighter support than previous years, but Olson noted is likely due to COVID impacting businesses that would have supported previously. Community Garden is full and will open on May 6; Farmers' Market vendors are filling space as well with each week having approx.. 12 vendors and more applying each day; Kids Day planning is ongoing and fireworks have been booked for Thursday night. Olson is working with North 65 Chamber to ensure proper cross-promotion and support of the event. Olson shared the approval to move forward with the Performance Center in Bluebird Park, pending Council final approval at end of May. Zdon requested to see the blueprint for the Performance Center and site plan, which will Olson will provide at the May meeting. Olson prompted the Board to send any ideas for events, parks, programs, etc. her way to research as needed for future potential.

Adjournment: Motion by Witte, second by Gordon to adjourn the April 27, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 3-0, meeting adjourned at 6:43 p.m.

Respectfully Submitted
Alyssa Olson
Parks, Recreation & Events Coordinator