

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, AUGUST 16, 2022 – 7:00 P.M.
CITY HALL**



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

F. Proclamations/Commendations/Certificate Award

G. Approve City Council Minutes

- 1. August 3, 2022- Regular Meeting of the City Council
- 2. August 3, 2022- Budget Work Session

H. Announcements

1. CITY OFFICES CLOSED

Monday, September 5, 2022

(In Observance of Labor Day)

2. City Council Meeting

Tuesday, September 6, 2022 at 7:00 p.m.

3. Economic Development Authority Meeting

Tuesday, September 6, 2022

(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

Parks, Recreation and Events Coordinator Jordan Clementson

- 1. Resolution 2022-XXX Approving Special Event Permit Application for Twin Cities Fantasy Factory Bicycle Skills Training Session
- 2. Resolution 2022-XXX Approving Special Event Permit Application for Rum River BMX Gold Cup Finals

L. Approve Consent Agenda

- 1. Payroll in the Amount of \$127,443.51 and Accounts Payable in the Amount of \$350,781.82
- 2. Resolution 2022-XXX Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for September 25, 2022
- 3. Resolution 2022-XXX Approving the Hire of Liquor Store Clerk II for Michelle Spencer
- 4. Resolution 2022-XXX Reduction in the Letter of Credit North (5th)
- 5. Resolution 2022-XXX Reduction in the Letter of Credit Fairway Greens North 2nd Addition
- 6. Resolution 2022-XXX Approving Amendment to the Rum River BMX Lease Agreement
- 7. Resolution 2022-XXX Approving Dog Park Donation
- 8. Resolution 2022-XXX Authorizing the City of Isanti to Enter into Data Access Agreement for Records Management System
- 9. Resolution 2022-XXX Accepting Resignation for Part-Time Liquor Store Clerk II Dave Cernius

M. Other Communications

1. July Police Department Report
2. July Code Enforcement Report
3. July Building Inspector Report
4. August Engineering Project Status Report

Adjournment

MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING

WEDNESDAY, AUGUST 3, 2022 – 7:00 P.M.
CITY HALL



Mayor Johnson called the meeting to order at 7:06 p.m.

The Pledge of Allegiance was recited.

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

Member Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, City Attorney Tim Sullivan, Chief of Police Travis Muyres, Community Development Director Stephanie Hillesheim, Parks, Recreation and Events Coordinator Jordan Clementson, Finance Director Mike Betker, Assistant Finance Director Mike Betker and Economic Development Intern Mason Voshell

Others Present: Rochelle Knight, 32360 Wake Street NE, Cambridge, MN 55008

D. Public Comment

None

E. Adopt Agenda

REVISED AGENDA

ADD F.1. Mayor's Proclamation- Grace McCallum Day

ADD K.4. Resolution 2022-145 Approving a Conditional Use Permit Site Modifications to Allow Storage Containers for BP Metals

RENUMBER K.5. Resolution 2022-140 Approving Amendment to the 2022 Budget

ADD K.6. Collaborative Highway 65 Billboard Discussion

Motion by Lundeen, seconded by Bergley to approve agenda with the revision listed above. Motion carried unanimously.

F. Proclamations/Commendations/Certificate Award

1. Mayor's Proclamation- Grace McCallum Day

Mayor Johnson read the proclamation and shared that McCallum will be in attendance at the upcoming Street Dance.

G. Approve City Council Minutes

1. July 19, 2022- Regular Meeting of the City Council
2. July 19, 2022- Committee of the Whole Meeting
3. July 19, 2022- Budget Work Session

Motion by Bergley, seconded by Lundeen to approve the above minutes as presented. Motion carried unanimously.

H. Announcements

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

Tuesday, August 16, 2022 at 5:00 p.m.

Tuesday, August 16, 2022 at 7:00 p.m.

Tuesday, August 16, 2022

(Immediately following the City Council Meeting)

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

City Administrator Josi Wood

1. **ORD-770** Amending Chapter 227; Parking and Storage

City Administrator Josi Wood shared that there was discussion held on May 17th as well as on June 21st to discuss parking along one side of Unity Blvd between 1st Ave and 3rd Ave. It was decided upon that it would be on the Southside would be no parking. The Ordinance draft was posted for the required 10 days and staff recommends approval.

Motion by Lundeen, seconded by Bergley to approve ordinance as presented. Motion carried unanimously.

Community Development Director Stephanie Hillesheim

2. **ORD-771** Amending the City Zoning Code, Ordinance Section 6, Articles 1, 2, 3, 4, 5 & 6 Under “Special Regulations”

Community Development Director Stephanie Hillesheim shared that this ordinance amendment is to include the word “metal” as an allowed roofing material. A public hearing was held by the Planning Commission on July 19th and recommended approval.

Motion by Lundeen, second by Gordon to approve ordinance as presented. Motion carried unanimously.

3. **Resolution 2022-139** Approving Site Plans and Conditional Use Permit for a Dairy Queen Restaurant with Drive-Thru Facilities and Outdoor Patio Located at 280 5th Ave NE

Community Development Director Stephanie Hillesheim shared that this is a resolution to approve the site plan and conditional use permit for the Dairy Queen restaurant with drive-thru facility and outdoor patio. A public hearing was held by the Planning Commission on July 19th and recommend approval. A revised site plan was presented to Council with a couple changes. Changes include moving the location of the patio to the southwest corner of the restaurant and a few changes to alleviate some of the congestion of the parking and increase the flow of the parking lot.

Motion by Lundeen, second by Collison to approve ordinance as presented. Motion carried unanimously.

4. **Resolution 2022-145** Approving a Conditional Use Permit Site Modifications to Allow Storage Containers for BP Metals

Motion by Lundeen, second by Bergley to approve resolution. Motion passed 4-1 with Collison voting nay.

Parks, Recreation and Events Coordinator Jordan Clementson

5. **Resolution 2022-140** Approving Amendment to the 2022 Budget

Parks, Recreation and Events Coordinator Jordan Clementson shared that this is a request to amend the budget for 2022 with the Farmer's Market moving to a private group. Since the City is no longer running the Farmer's Market, city staff would like to make an adjustment to the City of Isanti 2022 budget.

The adjustment is requesting to move the \$2,200.00 in the Farmer's Market account 101-45300-498 into the Recreation Program account 101-45300-491. The \$2,200.00 can be used to supplement remaining Parks events and programs in 2022.

Motion by Lundeen, second by Collison to approve resolution as presented. Motion carried unanimously.

6. Collaborative Highway 65 Billboard Discussion

City Administrator Josi Wood shared an image of a mock draft of a billboard that was sent via email by the County Administrator, Julia Lines. The International Thought Leaders Team from the Orange Frog Program offered to pay for a billboard on Highway 65 when one comes available with multiple organizations. The billboard would be at no cost to the City. Lines inquired per the email if all three cities within Isanti County, Braham, Cambridge and Isanti would like to have their logo on the billboard.

Consensus from City Council is that they respectfully decline in having the City's logo on the billboard.

Rochelle Knight, 32360 Wake Street NE, Cambridge, MN 55008, shared that she believes the money that went to the Orange Frog Program could of went towards transportation instead.

L. Approve Consent Agenda

1. Payroll in the Amount of \$131,142.25 and Accounts Payable in the Amount of \$965,928.02
2. **Resolution 2022-141** Appointing Election Judges for the 2022 Primary Election
3. **Resolution 2022-142** Awarding Quote for the Lease of City of Isanti Owned Crop Land
4. **Resolution 2022-143** Approving Donation Box at Liquor Store
5. **Resolution 2022-144** Accept Quote for Dell Poweredge T440 Server

Councilor Jimmy Gordon asked if the EDA land will be discussed at EDA that night as well.

Community Development Director Stephanie Hillesheim responded that it will be discussed at both meetings because it is EDA land so both EDA and Council need to approve.

Gordon asked why it is less than years prior.

Hillesheim shared that the bid is based on bids received and it is 15 less acres due to platting 4 parcels.

Gordon shared the server was budgeted for \$12,000.00 and it came out to \$25,000.00. Gordon asked Finance Director Mike Betker the reasoning for the difference in amounts.

Finance Director Mike Betker shared that the \$12,000.00 was based on a quote a couple years ago and the big part of it is supply chain and availability of semi-conductors. Betker further shared that the server is at the end of its useful life in the sense that a warranty is not available going forward with the current server. Betker also shared that this is a substantially larger server. The previous server did not account for meeting videos as that was not being done then and video takes up a significant amount of space.

Gordon asked if a different IT firm could be used to get better pricing.

Betker shared that he suspects White Bear IT Solutions received the same discounted quote from Dell that any other IT firm would receive.

Motion by Lundeen, second by Bergley. Motion carried unanimously.

M. Other Communications

None

N. Closed Session

1. Closed Session for Labor Negotiations Strategy Pursuant to Minn. Stat. 13D.03

At 7:26 p.m. City Council went into closed session regarding labor negotiation strategy.

Upon reopening of the meeting at 8:10 p.m., a motion was made by Bergley, seconded by Gordon to approve the contract as presented in closed session. Motion carried 3-2 with Mayor Johnson and Collison voting nay.

Adjournment

A motion was made by Bergley, seconded by Collison to adjourn. Motion carried unanimously.

Meeting adjourned at 8:11 p.m.

Respectfully Submitted,

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

Jaden Strand
City Clerk

MINUTES
CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION WEDNESDAY,
AUGUST 3, 2022
(Immediately following the 7:00 p.m. City Council Meeting)
CITY HALL

Mayor Johnson called the meeting to order at 8:19 p.m.

The Pledge of Allegiance was recited.

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

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Finance Director Mike Betker, Community Development Director Stephanie Hillesheim, Economic Development Intern Mason Voshell, Assistant Finance Director Pam Dahlheimer and Chief of Police Travis Muyres

D. Public Comment

None

E. Adopt Agenda

Motion by Bergley, second by Collison to approve agenda as presented. Motion carried unanimously.

F. Work Session Items

1. 2023 Budget Schedule

The July 19, 2022 Work Session included:

- Tax/Levy History and Projections
- Operating Budgets:
 - General Fund (101)
 - Economic Development Authority (108)
 - Water Fund (601)
 - Sewer Fund (602)
 - Stormwater Fund (603)
 - Liquor Fund (609)
 - Debt Service Funds (929-932)

The August 3, 2022 Work Session includes:

- Capital Budgets
 - General & EDA Funds (920)
 - Street Construction Fund (425)
 - Pavement Management Fund (440)
 - Water Fund (601)
 - Sewer Fund (602)
 - Stormwater Fund (603)
 - Liquor Fund (609)
 - Technology Fund (614)
- Operating Budget Updates (if any)

The September 6, 2022 Preliminary Budget and Levy Meeting includes:

- Set 2023 Budget and Levy Meeting Date
- Adopt 2023 Preliminary Budget
- Adopt 2023 Preliminary Levy

The December 6, 2022 Final Budget and Levy Meeting includes:

- Final 2023 Budget and Levy Presentation
- Public Comment
- Adopt 2023 Final General Fund and EDA Budgets
- Adopt Debt Levy Variance (If Needed)
- Adopt 2023 Final Levy
- Adopt 2023 Final Enterprise Fund Budgets
- Approve Cost of Living Adjustment for Non-Union Employees

2. General Fund Capital Budget (920)

Department	Expense	2023
Administration	Employee Accommodations	\$ 839
Police	Squad Vehicle - 223 - 2011 Impala	\$ 68,950
Police	Lighting / Electrical Fixtures	\$ 19,572
Police	Flooring Police Station	\$ 12,300
Police	Interior Paint - PD Share Only	\$ 3,180
Police	Chairs Police Station	\$ 7,160
Police	Phone System	\$ 10,610
Streets	2007 F-250	\$ 39,393
Streets	18 ft Felling Trailer	\$ 10,130
Streets	12 ft Felling Trailer	\$ 7,316
Streets	2008 JD 748 Tractor w/ mower-blower	\$ 22,510
Streets	1998 Ford 545D Tractor (3 pt hitch)	\$ 61,900
Streets	2013 Bobcat Snow Blower	\$ 11,255
Streets	2008 Boss 1 Ton 10 ft Straight Blade	\$ 10,130
Streets	Sign Replacement	\$ 4,371
Streets	Wire Feed Welder	\$ 5,628
Streets	Pressure Washer	\$ 5,305
Street Lighting	Street Light Pole Replacement (65 City Owned)	\$ 9,004
Street Lighting	Street Light Infill	\$ 12,306
ICC	Handicap Door Actuators	\$ 6,753
PRC	Bluebird Park - Restrooms	\$ 218,545
PRC	Bluebird Park - Splash Pad	\$ 218,545
PRC	Riverside Park - Playground Equipment	\$ 7,000
PRC	C-I Bike/Walk Trail Contribution	\$ 7,500
PRC	Kabota Mower	\$ 7,203
PRC	Kabota Mower	\$ 7,203

- Additions to Capital Improvement Plan Include:
 - PD Building Furnishing Updates (2023)
- Updates to Capital Improvement Plan Includes:
 - City Hall A/C Units (2024)
 - ICC Roof- Revised Year from 2043 to 2033
 - Riverside Park Playground Equipment- Rehab to Extend Life (2023)
 - Welder- Price Update (2023)

3. Street Construction Fund Capital Budget (425)

- Fund 425 Street Project will be paid with State assistance and no debt will be issued.

4. Pavement Management Fund Capital Budget (440)

- Fund 440 project is paid for through Utility Franchise fees.

5. Water Fund Capital Budget (601)

Department	Expense	2023
Water	Computing/Technology Devices	\$ 930
	Well House No. 1 Air Conditioner	\$ 1,740
	Well House No. 1 Unit Heater	\$ 1,160
	Well House No. 2 Unit Heater	\$ 1,160
	Well House No. 3 Well Pump No. 3	\$ 115,930
	Well House No. 3 Unit Heater	\$ 1,160
	Well House No. 3 Air Conditioning	\$ 1,740
	Well House No. 3 VFD	\$ 13,910
	Well House No. 3 - Chlorine Room Unit Heater	\$ 1,160
	Well House No. 3 - Chemical Room Unit Heater	\$ 1,160
	Tank Room Influent Flow Meter - PIN-FMM	\$ 8,690
	Tank Room Backwash Reclaim Flow Meter - PWR-FMM	\$ 4,060
	Tank Room Backwash Supply Flow Meter - BWD - FMM	\$ 5,800
	Mechanical Room Unit Heater No. 4	\$ 1,160
	Tank Room Radiant Heater No. 1	\$ 6,960
	Tank Room Radiant Heater No. 2	\$ 6,960
	Tank Room Radiant Heater No. 3	\$ 6,960
	Tank Room Radiant Heater No. 4	\$ 6,960
	Backwash Recycle Pump	\$ 8,690
	Chlorine Generation Room Brine Booster Pump No. 1	\$ 2,900
	Chlorine Generation Room Brine Booster Pump No. 2	\$ 2,900
	Chlorine Generation Room Water Softeners	\$ 2,320
	Chlorine Generation Room Chlorine Analyzer	\$ 4,640
	Chlorine Generation Room Hypochlorite Water Dilution Rotometer No. 2	\$ 1,160
	Chlorine Generation Room Hypochlorite Feed Pump No. 1	\$ 4,640
	Chlorine Generation Room Hypochlorite Feed Pump No. 2	\$ 4,640
	Chlorine Generation Room Unit Heater No. 2	\$ 1,160
	Chlorine Generation Room - Tank Room Cl2 PVC Piping	\$ 5,800
	Chemical Feed Room Permanganate Pump No. 1	\$ 6,960
	Chemical Feed Room Permanganate Tank Mixer No. 1	\$ 1,740
	Chemical Feed Room Unit Heater No. 3	\$ 1,160
	Reclaim Area Sludge Pump	\$ 4,640
	Reclaim Area Backwash Recycle Pump	\$ 8,110
	Reclaim Area Backwash Recycle Pump motor	\$ 4,640
	Mechanical Room Air Compressors	\$ 5,800
	Tank Room Unit Heater No. 1	\$ 2,320
	Mechanical Room Water Heater	\$ 1,740
	WTP Vestibule Cabinet Heater No. 1	\$ 580
	Water Tower Recirculation Pump No. 1	\$ 2,900
	Water Tower Coating	\$ 811,490
	Air dryer for compressor	\$ 580
	Heater for office	\$ 580
	Contribution to General Fund (920) Capital Purchases	\$ 18,336
	TOTAL	\$ 1,098,026

6. Sewer Fund Capital Budget (602)

- Currently only Computing/ Technology is Scheduled- \$930.00.

7. Stormwater Fund Capital Budget (603)

Department	Expense	2023
Stormwater	Computing/Technology Devices	\$ 930
Stormwater	Contribution to General Fund (920) Capital Purchases	\$ 1,829
Stormwater	Infrastructure Maintenance	\$ 10,927
	TOTAL	\$ 13,686

8. Liquor Fund Capital Budget (609)

Expense	Useful life	Project Year	Estimated Cost in 2022
Beer Cave Access Door	25 yr useful life	2046	\$ 3,500
Beer Cave Automatic Door	10 yr useful life	2031	\$ 7,800
Beer Cave Paneling	35 yr useful life	2056	\$ 25,000
Beer Cave Refrigeration	15 yr useful life	2036	\$ 11,000
Bituminous (Sealcoat)	8 yr useful life	2029, -37, -55	\$ 8,000
Bituminous (Mill & Overlay)	26 yr useful life	2047	\$ 35,000
Bituminous (Reconstruct)	50 yr useful life	2071	\$ 80,000
Building HVAC (AC Units)	20 yr useful life	2041	\$ 18,400
Building HVAC (Furnaces)	20 yr useful life	2041	\$ 18,400
Building HVAC (Air Exchange)	20 yr useful life	2041	\$ 5,000
Drop Ceiling Panels	25 yr useful life	2046	\$ 25,000
Electrical Fixtures	30 yr useful life	2051	\$ 2,500
Exterior Bench/Garbage	10 yr useful life	2031	\$ 2,000
Exterior Doors (Auto.)	10 yr useful life	2031	\$ 10,000
Exterior Doors (Std.)	15 yr useful life	2036	\$ 3,000
Exterior Lighting (Building)	30 yr useful life	2051	\$ 4,500
Exterior Lighting (Parking Lot)	30 yr useful life	2051	\$ 21,000
Exterior Signage	25 yr useful life	2046	\$ 10,315
Fire Alarm System	20 yr useful life	2041	\$ 2,500
Fire Suppression System	20 yr useful life	2041	\$ 46,000
Floor Scrubber	10 yr useful life	2031	\$ 3,000
Front Counter	40 yr useful life	2061	\$ 20,000
Garbage Enclosure (Gate)	15 yr useful life	2036	\$ 2,500
Gutters	40 yr useful life	2061	\$ 12,500
Ice Chests (Interior/Exterior)	10 yr useful life	2031	\$ 7,000
Ice Maker/Bagger	10 yr useful life	2031	\$ 10,000
Interior Doors	30 yr useful life	2051	\$ 5,000
Interior Lighting	30 yr useful life	2051	\$ 30,300
Interior Paint	25 yr useful life	2046	\$ 12,500
Loading Dock Railings	30 yr useful life	2051	\$ 6,500
Loading Dock Self Leveler (Air Bag Lift)	7 yr useful life	2031	\$ 4,000
Loading Dock Self Leveler (Hinges)	25 yr useful life	2046	\$ 6,000
Overhead Doors	30 yr useful life	2051	\$ 8,000
Phone System	7 yr useful life	2028	\$ 1,500
Plumbing Fixtures	30 yr useful life	2051	\$ 5,500
Rail Cooler Access Doors	25 yr useful life	2046	\$ 7,000
Rail Cooler Doors	15 yr useful life	2036	\$ 25,000
Rail Cooler Paneling	35 yr useful life	2056	\$ 60,000
Rail Cooler Refrigeration	15 yr useful life	2036	\$ 44,000
Roof (Standing Seam Metal)	80 yr useful life	2101	\$ 100,300
Sales Floor Shelving	25 yr useful life	2046	\$ 100,000
Security/Camera System	10 yr useful life	2031	\$ 20,000
Shopping Carts	5 yr useful life	2026	\$ 2,700
Siding	40 yr useful life	2061	\$ 80,000
Snow Guards (Roof)			\$ 12,000
Snow Melt Boiler	40 yr useful life	2061	\$ 16,000
Store Expansion (North End)	N/A	2041	\$ 500,000

Television	5 yr useful life	2026	\$	650
Windows	40 yr useful life	2061	\$	10,000

9. Technology Fund Capital Budget (614)

Department	Expense	2023
ALL	Misc. Software Programs	4,861.00
ALL	Computer Displays/Misc. Components	1,126.00
ALL	Desktop Printers	563.00
PLANNING, CODE ENFORCEMENT	CITY HALL SURFACE	1,857.00
BUILDING INSPECTION	CITY HALL SURFACE	1,857.00
STREET, WATER, SEWER, STORM	PUBLIC WORKS BLDG IPAD	1,857.00
STREET, WATER, SEWER, STORM	PUBLIC WORKS BLDG IPAD	1,857.00
COUNCIL	CITY HALL IPAD	1,857.00
COUNCIL	CITY HALL IPAD	1,857.00
COUNCIL	CITY HALL IPAD	1,857.00
COUNCIL	CITY HALL IPAD	1,857.00
COUNCIL	CITY HALL IPAD	1,857.00

- Computing and Network Devices are scheduled for replacement every 5 years.

Consensus from City Council is a 3rd Work Session is not needed.

Adjournment

A motion was made by Bergley, seconded by Collison to adjourn. Motion carried unanimously.

Meeting adjourned at 8:46 p.m.

Respectfully Submitted,



Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation and Events Coordinator
Date: August 16, 2022
Subject: Approving SEP Application for Twin Cities Fantasy Factory Bicycle Skills Training Session

Background:

Twin Cities Fantasy Factory is requesting to hold a small event along side of the MN BMX State Finals on Saturday, August 20th from 4-8pm in the south end of the skatepark. They have professional riders that will be giving bicycle skills training to younger riders. They have a 12'x12' inflatable landing pad to jump bikes into. City staff have checked with Rum River BMX about the proposed event and they have no objections. They have worked with Fantasy Factory in prior events. This event will be drawing kids that are already participating in the state finals, so it should not have any additional impact on traffic, parking, or city resources. They anticipate 20-40 participants in their event.

Recommendation:

City staff is requesting approval of the Twin Cities Fantasy Factory special event permit application.

Request:

Staff is requesting action on this item.

Attachments:

Res 2022-XXX – Parks – Approving Special Event Permit Application for Twin Cities Fantasy Factory
Special Event Permit Application from Twin Cities Fantasy Factory

RESOLUTION 2022-XXX

**APPROVING SPECIAL EVENT PERMIT APPLICATION FOR TWIN CITIES
FANTASY FACTORY BICYCLE SKILLS TRAINING SESSION**

WHEREAS, Twin Cities Fantasy Factory has submitted a special event application to host a bicycle skills training session alongside the MN BMX State Finals; and,

WHEREAS, a one-day event is scheduled to take place at the South side of the skatepark on August 20th, 2022 from 4:00-8:00pm; and,

WHEREAS, the estimated number of people in attendance is 20-40;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the special event permit request for Twin Cities Factory Bicycle Skills Training Session;

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

This Resolution is hereby approved by the Isanti City Council this August 16, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



SPECIAL EVENT PERMIT APPLICATION

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

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

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

- ☒ Complete application form
- ☒ Cleanup deposit fee - \$100
- ☒ Proof of insurance or certificate of insurance
- ☐ Site Map
- ☐ Approval letter from the property owner
- ☐ Proof of written notification to property owners within 350 feet of the special event

Check all that apply:

- ☐ Signs will be posted for event:
 - ☐ Temporary Sign Permit Application required
 - ☐ \$50 fee
- ☐ Alcohol will be served and/or sold at event:
 - ☐ License (may take up to 60 days to process)
 - ☐ Fees apply, amounts vary by license type
- ☐ Vendors will be present:
 - ☐ Mobile Food Unit App. (If not assuming vendor liability. Background check required)
 - ☐ Vendor List
- ☒ Event will occur on City Property:
 - ☐ Release and Indemnification Agreement

Supplemental information may be required by City staff.

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

SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 7/20/2022

APPLICANT INFORMATION

Sponsoring Entity (if applicable): TWIN CITIES FANTASY FACTORY LLC

Contact Person: DUSTIN GRICE

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Phone: 9522007732 Fax: _____ Cell: _____

E-mail: GRICE@RIDETHEFACTORY.COM

Secondary Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ E-mail: _____

EVENT INFORMATION

Event Name: BICYCLE SKILLS TRAINING SESSION

Date(s) of Event: 8/20/2022

Hours of Event: 4-8PM

Type of Event: ☒ Open to the Public ☐ Private ☐ Other: _____

Describe Event (List all activities. Provide flyer or other marketing materials as available.):
BICYCLE SKILLS TRAINING SESSION AT SKATEPARK WITH PROFESSIONAL ATHLETES
& PADDED LANDINGS ON-SITE TO HELP KIDS LEARN TO RIDE

Proposed Location of the Event (be specific, site map also required):
BLUEBIRD PARK IN OPEN AREA NEXT TO SKATEPARK

Estimated Number of People in Attendance (includes staff, participants, and spectators):
20-40

Parking Impact – Describe in detail:
N/A

Tents, equipment, amusement rides, etc.

Type: INFLATABLE AIRBAG TO JUMP BIKES INTO (12'X12')

Size:

Location: OPEN AREA OF BLUEBIRD PARK NEAR SKATE RAMPS

Are Fire Prevention or EMS needed? Please specify and if being provided, please identify the name or entity providing these services:
NO

Are you requesting any street closures? If yes, list streets:
NO

Restrooms (Portable) – Name or entity providing these services; and number of facilities to be provided. When other restroom facilities are not provided on-site or are limited; the applicant will need to pay for additional restroom facilities. For those events exceeding 75 persons, one (1) additional restroom shall be provided; for events exceeding 150 persons, two (2) additional restrooms shall be provided. For events exceeding 250; the Planning for Special Events-Usage Chart shall be used.

N/A

Security Plans – Name or entity providing these services. (A Police Officer is required if alcohol is being served or at the discretion of the Police Chief).

Clean-up Plans – Describe in detail:

CLEAN UP TRASH & LEAVE THE SPACE AS WE FOUND IT!

Live entertainment – Describe in detail:

PROFESSIONAL ATHLETES WILL BE ON-SITE WORKING WITH THE YOUTH TO LEARN TO RIDE TOGETHER

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

N/A

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

1) NO

2) NO

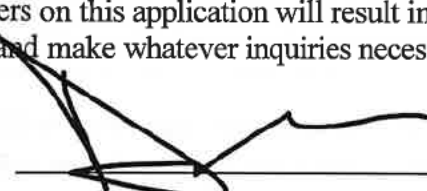
3) KIDS WILL PAY \$25 FOR THE TRAINING EXPERIENCE

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

APPLICANT SIGNATURE

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

Applicant Signature: _____



OFFICE USE ONLY

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

Fire Chief

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

Police Chief

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

Public Services Director

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

Parks, Recreation and Culture Manager

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

Community Development Director

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

City Administrator

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

City Council

☐ Approved ☐ Denied

Date of Review: _____

Data Practices Advisory
Tennessen Warning – Special Event Permit

You are being asked to answer questions and provide information pursuant to the special event permit application process that is required by the City of Isanti, Minnesota city code. The purpose and intended use of the requested data is to verify that each applicant meets the requirements for state statutes and city code provisions and, if the license or permit is approved, to verify that all required data remains current. The following data collected, created, or maintained is classified under the Minnesota Government Data Practices Act as public data once a license has been approved (Minn. Stat. § 13.41, subd. 5):

1. Data submitted by applicants (other than names and designated addresses)
2. Orders for hearing, findings of fact, conclusions of law, and specification of any final disciplinary action
3. Entire record concerning any disciplinary proceeding
4. License numbers
5. License status

The following data collected, created, or maintained is classified under the Act as private data (Minn. Stat. § 13.41, subd. 2):

1. The identity of complainants who have made reports concerning licenses or applicants which appear in inactive complaint data unless the complainant consents to disclosure
2. The nature or content of unsubstantiated complaints when the information is not maintained in anticipation of legal action
3. Inactive investigative data relating to violations of statutes or rules
4. Record of disciplinary proceedings, except as limited by the provisions above

The following data collected, created, or maintained is classified under the Act as confidential data (Minn. Stat. § 13.41, subd. 4):

1. Active investigative data relating to complaints against any license.

Under law, private data may be shared with licensing and inspection employees, approval authorities, insurance providers, law enforcement employees, contracted inspection officials, city officials who have a bona fide need for it, or as required by court order. The City of Isanti may make any data classified as private or confidential accessible to an appropriate person or agency if the licensing agency determines that failure to make the data accessible is likely to create a clear and present danger to public health or safety.

We ask that you complete or provide all data requested on the application form(s) unless we have noted that it is not required. Refusal to supply required information may mean that your application cannot be processed.



APPLICATION

City of Isanti

110 First Avenue NW • PO Box 428

Isanti, MN 55040

Phone: 763.444.5512 • Fax: 763.444.5560

www.cityofisanti.us

-EVENT SPONSOR- RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

**BICYCLE SKILLS TRAINING SESSION AT SKATEPARK WITH PROFESSIONAL
ATHLETES ON-SITE TO HELP KIDS LEARN TO RIDE**

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

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

(Special Events Holder Initials Here) TCFF

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

Participant Release and Indemnification required? YES ☒ NO ☐

(Special Events Holder Initials Here) TCFF

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

(Special Events Holder Initials Here) TCFF

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) TCFF

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

(Special Event Holder Initials Here) TCFF

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

(Special Event Holder Initials Here) TCFF

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

(Special Event Holder Initials Here) TCFF

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

(Special Event Holder Initials Here)

TCFF

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

(Special Event Holder Initials Here)

TCFF

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

TWIN CITIES FANTASY FACTORY, LLC

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

Name DUSTIN GRICE

Title FOUNDER/CEO

Signature

Date

7/20/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2022

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

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

PRODUCER United Agencies, Inc 2300 W. Magnolia Blvd. Burbank CA 91506		CONTACT NAME: Candy Montoya PHONE (A/C, No, Ext): 818-643-2304 FAX (A/C, No): 818-643-2313 E-MAIL ADDRESS: cmontoya@unitedagencies.com	
INSURED Twin Cities Fantasy Factory, LLC 6983 Oxford Street Saint Louis Park MN 55426		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
TWNCIT001		NAIC # 38920	

COVERAGES**CERTIFICATE NUMBER:** 211334471**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0100153015-1	6/5/2022	6/5/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to all policy terms, conditions and exclusions. 30 days NOC except 10 for non-payment of premium.
VERIFICATION OF COVERAGE.

CERTIFICATE HOLDER**CANCELLATION**

Twin Cities Fantasy Factory, LLC
4001 Lake Breeze Ave. N #400
Brooklyn Center MN 55429

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

AUTHORIZED REPRESENTATIVE

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Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, August 9, 2022 9:00 AM
To: Isanti Parks
Subject: Re: SEP Application - Twin Cities Fantasy Factory 8/20/22
Attachments: 2290_001.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Jordan, the Fire Department is fine with this event as presented. Thank you.

ALAN JANKOVICH | FIRE CHIEF

ISANTI FIRE DISTRICT
401 1ST AVE NW, PO BOX 490 | ISANTI MN 55040
763.444.8019 | aljankovich@isantifiredistrict.org | www.isantifiredistrict.org

On Aug 8, 2022, at 12:33 PM, Isanti Parks <IsantiParks@cityofisanti.us> wrote:

Please see attached special event application for Twin Cities Fantasy Factory for 8/20/22. Application was dated 7/20/22, but we did not receive in the mail until 8/4. They would like to hold a bicycle skills training session with professional riders and inflatable landing pads in at the south end of the skatepark at bluebird park. He included a deposit check but I have yet to receive a copy of his insurance. Still trying to collect that.

This would also be taking place during the BMX State Finals hosted by Rum River BMX. Rum River BMX is aware of this event and doesn't see any issues from their end. They know the Fantasy Factory crew and have worked with them on events before. Fantasy Factory will be drawing riders that are already at the State Finals, so it shouldn't have any impact on parking.

Let me know if you approve or have any comments by Wednesday, August 10th so it can be placed on agenda for city council meeting on 8/16.

Thanks,
Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

Isanti Parks

From: Travis Muyres
Sent: Wednesday, August 10, 2022 8:06 AM
To: Isanti Parks
Subject: Re: SEP Application - Twin Cities Fantasy Factory 8/20/22

Approved

FYI this is in "parallel" to the BMX state final event



TRAVIS MUYRES
Police Chief / Emergency Management Director
Isanti Police Department

401 First Ave NW
PO BOX 428
Isanti, MN 55040
763-444-4761 x101

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Wednesday, August 10, 2022 7:36 AM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
Subject: RE: SEP Application - Twin Cities Fantasy Factory 8/20/22

I got the insurance certificate from Fantasy Factory last night. Please give approval or comment today so I can get it placed on the agenda for CC.

Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

From: Isanti Parks
Sent: Monday, August 8, 2022 1:34 PM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
Subject: SEP Application - Twin Cities Fantasy Factory 8/20/22

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Isanti Parks

From: Matt Sylvester
Sent: Wednesday, August 10, 2022 8:08 AM
To: Isanti Parks
Subject: RE: SEP Application - Twin Cities Fantasy Factory 8/20/22

I approve.

Matt Sylvester
City of Isanti
Public Services Director
Office (763) 762-5757
Work (763) 444-0459
Cell (763) 772-5850

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Wednesday, August 10, 2022 7:36 AM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
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Parks, Recreation & Events Coordinator



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Isanti Parks

From: Stephanie Hillesheim
Sent: Wednesday, August 10, 2022 8:19 AM
To: Isanti Parks
Subject: RE: SEP Application - Twin Cities Fantasy Factory 8/20/22

Jordan,

Thank you! I give approval as long as USA BMX is okay with it.

Stephanie Hillesheim
Community Development Director



City of Isanti
110 1st Ave NW, Isanti, MN 55040
City Hall: (763) 444-5512 | Fax: (763) 444-5560
Office: (763) 762-5761 | Mobile: (763) 453-4592

NOTICE: This e-mail (including attachments) is covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521; This email may be confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. Thank you.

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Subject: RE: SEP Application - Twin Cities Fantasy Factory 8/20/22

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Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

From: Isanti Parks
Sent: Monday, August 8, 2022 1:34 PM

Isanti Parks

From: Josi Wood
Sent: Wednesday, August 10, 2022 7:42 AM
To: Isanti Parks
Subject: RE: SEP Application - Twin Cities Fantasy Factory 8/20/22

I approve

Thank you,
Josi

Josi Wood, MPA
City Administrator
City of Isanti

Direct Phone: 763-762- 5756
Mobile: 612-270-6188
City Hall: 763-444-5512
Web: www.cityofisanti.us
Email: jwood@cityofisanti.us
110 1st Ave NW, Isanti, MN 55040

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Wednesday, August 10, 2022 7:36 AM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
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Jordan Clementson
Parks, Recreation & Events Coordinator



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110 1st Ave NW, Isanti, MN 55040
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Subject: SEP Application - Twin Cities Fantasy Factory 8/20/22

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Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation and Events Coordinator
Date: August 16, 2022
Subject: Approving SEP Application for Rum River BMX Gold Cup Finals

Background:

Rum River BMX is hosting the Gold Cup Finals September 23-25, 2022. It is estimated to have 1,500 people in attendance each day.

They are requesting a street closure on Isanti Parkway NW just east of 1st Ave NW and just west of the compost site entrance. This is due to the amount of foot and bicycle traffic anticipated crossing Isanti Parkway NW. Closure would be from 11am-9pm on 9/23, 7:30am-7pm on 9/24 and 8am-7pm on 9/25.

Parking will be at the Isanti Indoor Arena in the grass area south of the building accessed by the trail south of the skatepark. Additional parking at Bluebird Park in designated lots. No parking will be allowed at Bluebird Park's main lot in by the playground, or the dog park lot. Overflow parking will be available in the soccer field parking lot.

Allina Health Services ambulance will be onsite with first responders.

There will be a 40'x80' tent placed on the paved area on the Northwest side of the arena. Team pit areas will not be permitted to set up on the east side of the trail south of the dog park through the archery range.

Eight (8) portable restrooms are being placed onsite. Rum River BMX volunteers will be cleaning up the property after the event.

Recommendation:

City staff is requesting approval of the Rum River BMX Gold Cup Finals special event permit application.

Request:

Staff is requesting action on this item.

Attachments:

Res 2022-XXX – Parks – Approving Special Event Permit Application for Rum River BMX Gold Cup Finals
Special Event Permit Application from Rum River BMX with Equipment Request Form

RESOLUTION 2022-XXX

**APPROVING SPECIAL EVENT PERMIT APPLICATION FOR RUM RIVER BMX
GOLD CUP FINALS**

WHEREAS, Rum River BMX has submitted a special event application to host the Gold Cup Finals;
and,

WHEREAS, a three-day event is scheduled to take place in the Isanti Indoor Arena on Friday,
September 23 1:00-9:00pm, and Saturday, September 24 7:30am-7:00pm, and Sunday, September 25 8:00am-
7:00pm; and,

WHEREAS, the estimated number of people in attendance is 1,500 per day; and,

WHEREAS, the applicant will provide eight (8) additional portable restrooms for the event; and,

WHEREAS, paid parking will be allowed on the grass lot to the south of the arena as outlined in the
parking agreement; additional parking during the event will be restricted to Isanti Indoor Arena parking lot,
northeast and southeast lots in Bluebird Park, overflow parking in the soccer field lot, and no parking allowed
at the dog park or Bluebird's main lot; and,

WHEREAS, team pit areas will not be allowed on the east side of the trail south of the dog park and
archery range; and

WHEREAS, Allina personnel and ambulance will be on-site for emergency medical precautions; and,

WHEREAS, the applicant has submitted a complete request with the application materials; and,

WHEREAS, the equipment request has been received for seven (14) barricades, forty (40) "no-
parking" signs, and two (2) "road closed" signs;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti,
Minnesota to hereby approve the special event permit request for Rum River BMX Gold Cup Finals;

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

This Resolution is hereby approved by the Isanti City Council this August 16, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



**SPECIAL EVENT PERMIT
APPLICATION**

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

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

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

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

Check all that apply:

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

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

SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 8/5/2022

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Jay Bossen

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

Phone: [REDACTED] Fax: [REDACTED] Cell: [REDACTED]

E-mail: Jay@rumriverbmx.com

Secondary Contact Person: Sean Wilson

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

Phone: [REDACTED] Cell: [REDACTED] E-mail: Sean@rumriverbmx.com

EVENT INFORMATION

Event Name: gold cup finals

Date(s) of Event: 9-23 ,24 ,25

Hours of Event: 9/23 1pm-9pm 9/24 730am-7pm 9/25 8am-7pm

Type of Event: ☒ Open to the Public ☐ Private ☐ Other: _____

Describe Event (List all activities. Provide flyer or other marketing materials as available.):
3 day gold cup finals bmx racers from the north central devision compete for the gold cup.

Proposed Location of the Event (be specific, site map also required):

Isanti Indoor Arena. camping on isanti rodeo grounds

Estimated Number of People in Attendance (includes staff, participants, and spectators):

1,500 people per day

Parking Impact – Describe in detail:

Parking shall be on paved surfaces and grass areas as noted on site map Some over flow may be at the Soccer parking lot as needed. No parking allowed at the Dog Park or Blue Park's main parking lot.

Tents, equipment, amusement rides, etc.

Type: BMX teams will bring their own pop up tents.

Size: 10'x10' up to 20'x20'

Location: South, west and east sides of the building. See detailed site map.

Are Fire Prevention or EMS needed? Please specify and if being provided, please identify the name or entity providing these services:

on duty first responders will be on hand. Allina Heath Services Ambulance will be on site.

Are you requesting any street closures? If yes, list streets:

Isanti Pkwy will be shut down East of 1st Ave and West of Compost site 9-23 after 11 am thru 9-25 the hours listed above. Traffic will be able to detour south thru Blue Bird Park on 1st Ave. Public will still have access to Dog Park & Compost Site from Dual Blvd.

Restrooms (Portable) – Name or entity providing these services; and number of facilities to be provided.

When other restroom facilities are not provided on-site or are limited; the applicant will need to pay for additional restroom facilities. For those events exceeding 75 persons, one (1) additional restroom shall be provided; for events exceeding 150 persons, two (2) additional restrooms shall be provided. For events exceeding 250; the Planning for Special Events-Usage Chart shall be used.

Absolute Portable Restrooms, Cambridge MN. Besides the existing bathrooms at the Isanti Indoor Arena, 6 portable bathrooms will be added around the outside of the building & 2 at camping area.

Security Plans – Name or entity providing these services. (A Police Officer is required if alcohol is being served or at the discretion of the Police Chief).

No alcohol will be served during this event. Security is not required.

Clean-up Plans – Describe in detail:

Rum River BMX volunteers will be cleaning up on the property. We will have a roll away dumpster to handle the garbage.

Live entertainment – Describe in detail:
This will be live BMX pedal bike racing.

Will any other public addressing system or sound amplification be used? If so, describe:
Only sound audio system that will be used is the current indoor system.

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

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

APPLICANT SIGNATURE

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

Applicant Signature: _____



OFFICE USE ONLY

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

Fire Chief

☒ Approved _____ Denied _____ N/A Signature: Email Approval Attached

Police Chief

☒ Approved _____ Denied _____ N/A Signature: Email Approval Attached

Public Services Director

☒ Approved _____ Denied _____ N/A Signature: Email Approval Attached

Community Events & Parks Coordinator

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

Community Development Director

☒ Approved _____ Denied _____ N/A Signature: Email Approval Attached

City Administrator

☒ Approved _____ Denied _____ N/A Signature: Email Approval Attached

City Council

_____ Approved _____ Denied

Date of Review: _____

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, August 9, 2022 9:01 AM
To: Isanti Parks
Subject: Re: SEP - Rum River BMX 9/23-9/25
Attachments: 2291_001.pdf; 2293_001.pdf

Isanti Fire approves the 9/23-25 BMX SEP as presented.

Thank you.

ALAN JANKOVICH | FIRE CHIEF

ISANTI FIRE DISTRICT
401 1ST AVE NW, PO BOX 490 | ISANTI MN 55040
763.444.8019 | aljankovich@isantifiredistrict.org | www.isantifiredistrict.org

On Aug 8, 2022, at 11:06 AM, Isanti Parks <IsantiParks@cityofisanti.us> wrote:

Attached is Rum River BMX's special event application for Gold Cup Finals September 23-25, 2022. They would like a road closure on Isanti Pkwy NW between 1st Ave and just west of compost site entrance for the duration of the event. One thing I noticed on their attached map is that they have team pit areas located in the new archery range that was just seeded last week. We were hoping to have the archery range fully open by the time of this event. That would require the range to be closed for that weekend or informing Rum River BMX that that space is not available to use for the event. Not sure we would want to close it down right after it opens or have that much traffic on new grass.

For reference BMX did not have that area marked as being used for their upcoming event on 8/19-8/21.

Jay from BMX called this morning to add to the request that they would like to have access to the grass parking south of the arena through the trail just south of the skatepark. (separate map attached)

Please give me approval or comments by Wednesday 8/10 to make on the agenda for city council on 8/16.

Thanks,
Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040

Isanti Parks

From: Travis Muyres
Sent: Wednesday, August 10, 2022 8:27 AM
To: Isanti Parks
Subject: Re: SEP - Rum River BMX 9/23-9/25

approved



TRAVIS MUYRES

Police Chief / Emergency Management Director

Isanti Police Department

401 First Ave NW
PO BOX 428
Isanti, MN 55040
763-444-4761 x101

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, August 8, 2022 12:06 PM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
Subject: SEP - Rum River BMX 9/23-9/25

Attached is Rum River BMX's special event application for Gold Cup Finals September 23-25, 2022. They would like a road closure on Isanti Pkwy NW between 1st Ave and just west of compost site entrance for the duration of the event. One thing I noticed on their attached map is that they have team pit areas located in the new archery range that was just seeded last week. We were hoping to have the archery range fully open by the time of this event. That would require the range to be closed for that weekend or informing Rum River BMX that that space is not available to use for the event. Not sure we would want to close it down right after it opens or have that much traffic on new grass.

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Please give me approval or comments by Wednesday 8/10 to make on the agenda for city council on 8/16.

Thanks,
Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

Isanti Parks

From: Matt Sylvester
Sent: Tuesday, August 9, 2022 12:01 PM
To: Isanti Parks
Subject: RE: SEP - Rum River BMX 9/23-9/25

I approve. We have enough signs and barricades to provide for them

Matt Sylvester
City of Isanti
Public Services Director
Office (763) 762-5757
Work (763) 444-0459
Cell (763) 772-5850

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, August 8, 2022 12:07 PM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
Subject: SEP - Rum River BMX 9/23-9/25

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Please give me approval or comments by Wednesday 8/10 to make on the agenda for city council on 8/16.

Thanks,
Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

Isanti Parks

From: Stephanie Hillesheim
Sent: Wednesday, August 10, 2022 2:23 PM
To: Isanti Parks
Subject: RE: SEP - Rum River BMX 9/23-9/25

Whoops! I thought I emailed you.

I approve with the conditions that have been discussed.

Stephanie Hillesheim
Community Development Director



City of Isanti
110 1st Ave NW, Isanti, MN 55040
City Hall: (763) 444-5512 | Fax: (763) 444-5560
Office: (763) 762-5761 | Mobile: (763) 453-4592

NOTICE: This e-mail (including attachments) is covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521; This email may be confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. Thank you.

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Wednesday, August 10, 2022 2:19 PM
To: Stephanie Hillesheim <SHillesheim@cityofisanti.us>
Subject: RE: SEP - Rum River BMX 9/23-9/25

I still need approval from you on the BMX permit for September.

Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

From: Isanti Parks
Sent: Monday, August 8, 2022 12:07 PM
To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>
Subject: SEP - Rum River BMX 9/23-9/25

Isanti Parks

From: Josi Wood
Sent: Tuesday, August 9, 2022 10:30 AM
To: Isanti Parks
Cc: Matt Sylvester; Stephanie Hillesheim
Subject: RE: SEP - Rum River BMX 9/23-9/25

All sounds good!! Thanks for the clarification.
I approve.

Josi Wood MPA
City Administrator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
City Hall: (763) 444-5512 | Fax: (763) 444-5560
Office: (763) 762-5756 | Mobile: (612) 270-6188

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From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Tuesday, August 9, 2022 10:28 AM
To: Josi Wood <JWood@cityofisanti.us>
Cc: Matt Sylvester <MSylvester@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>
Subject: RE: SEP - Rum River BMX 9/23-9/25

I had a follow up conversation with Jay. He said in the past they have closed down that section of the road for national events, which is what this one is. USA BMX takes over their main parking lot during the event and they have two 18 wheel trucks and trailers that they run registration and awards out of for the weekend. There is so much foot/bicycle traffic across Isanti Parkway all weekend that they like to shut it down for safety. That is also the reason why they have asked to access the south grass parking area via the trail as the main parking lot will be shut down to vehicles with the presence of the semi's and trailers. They will have volunteers stationed at the access points controlling traffic and parking.

Jordan Clementson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754
Cell: (763) 402-0482

From: Josi Wood <JWood@cityofisanti.us>
Sent: Monday, August 8, 2022 12:39 PM
To: Isanti Parks <IsantiParks@cityofisanti.us>
Cc: Matt Sylvester <MSylvester@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>
Subject: RE: SEP - Rum River BMX 9/23-9/25

Jordan,

I do not believe we have that many barricades and small no parking (I'm assuming police order) signs. We need to make sure we keep a couple barricades for our use if needed.

They will not be able to use the archery range area, that should be denied.

I prefer that they access the grassy area through their parking lot for park user safety which I believe was how they did it in the past. Is there a reason they are not doing that this time? I'm assuming because they want to close the road but I think that should be vetted out....what are your thoughts? Will they have a person "manning" that park trail entrance to ensure safety?

Thank you,
Josi

Josi Wood, MPA
City Administrator
City of Isanti

Direct Phone: 763-762- 5756

Mobile: 612-270-6188

City Hall: 763-444-5512

Web: www.cityofisanti.us

Email: jwood@cityofisanti.us

110 1st Ave NW, Isanti, MN 55040

From: Isanti Parks <IsantiParks@cityofisanti.us>

Sent: Monday, August 8, 2022 12:07 PM

To: Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>; Travis Muyres <tmuyres@cityofisanti.us>; Stephanie Hillesheim <SHillesheim@cityofisanti.us>; Matt Sylvester <MSylvester@cityofisanti.us>; Josi Wood <JWood@cityofisanti.us>

Subject: SEP - Rum River BMX 9/23-9/25

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Please give me approval or comments by Wednesday 8/10 to make on the agenda for city council on 8/16.

Thanks,

Jordan Clementson

Parks, Recreation & Events Coordinator

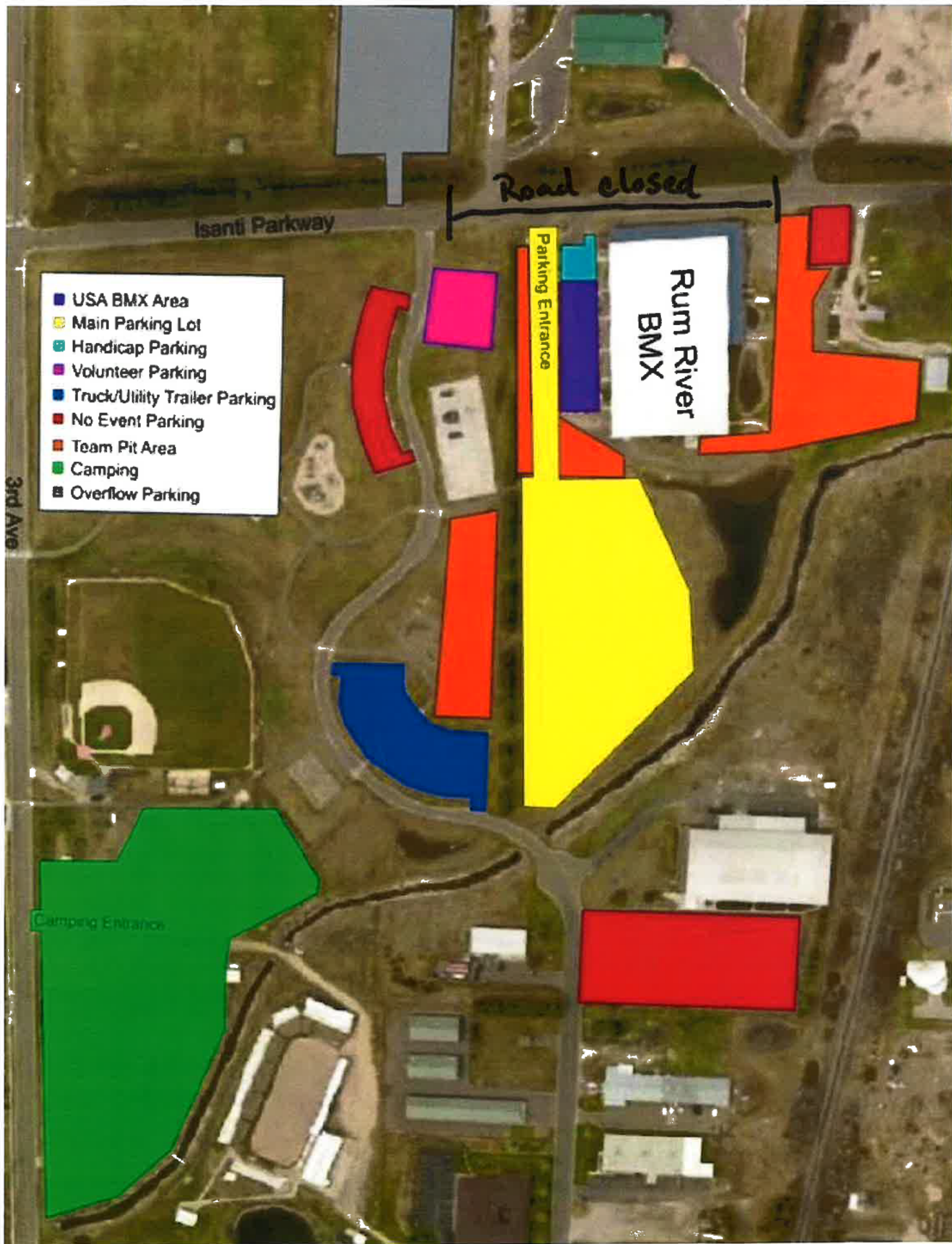


CITY OF ISANTI

110 1st Ave NW, Isanti, MN 55040

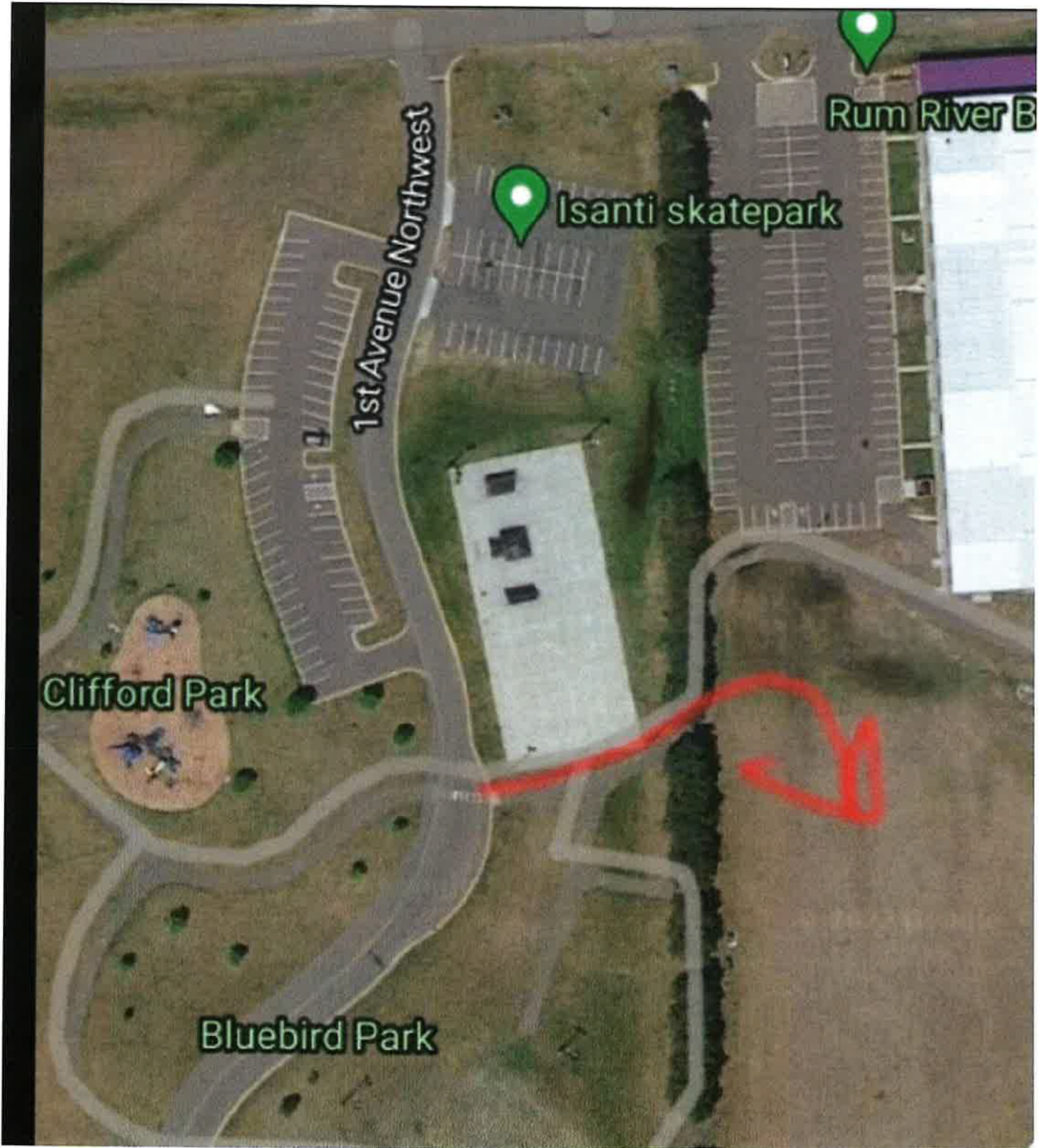
Phone: (763) 762-5754

Cell: (763) 402-0482



Isanti Parks

From: Isanti Parks
Sent: Monday, August 8, 2022 12:02 PM
To: Isanti Parks





**SPECIAL EVENT PERMIT
APPLICATION**

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

**Special Event Equipment
Request Form**

Event Name: 2022 gold cup finals

Date(s) of Event: september 22nd through 25th

Contact Person: Jay Bossen [REDACTED] or jay@rumriverbmx.com

Equipment Drop Off/Pick Up Location: Isanti Indoor Arena 101 Isanti Parkway NW

Equipment Drop Off Date/Time: thursday September22nd 11:00am

Please list the number of each item requested. Isanti Public Works will determine the availability of equipment for each event, and reserves the right to deny requests. *All equipment must be returned no later than 24 hours after the end of the event. The replacement of any broken or missing equipment will be billed to the event organizers.*

Construction Cones: 0

Picnic Tables: 0

Barricades: 14

Stage: 0

Road Closed Signs: 2

No Parking Signs: 40 small sign

Office Use Only

Date Delivered: _____ By: _____

Date Checked In: _____ By: _____

City of Isanti

Gross Payroll	110,353.58
Social Security & Medicare	6,224.14
Public Employees Retirement	10,865.79
Total City Expense	<u><u>127,443.51</u></u>

Pay Date 8/5/2022

Pay Period 16 (7/17-7/30/22)

City of Isanti

Check Register - Mayor/Council Approval

Page: 1

Check Issue Dates: 8/2/2022 - 8/2/2022

Aug 02, 2022 04:48PM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/22	08/02/2022	58875	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	870.00
08/22	08/02/2022	58876	1474	CDW GOVERNMENT INC	614-20200	241.78
08/22	08/02/2022	58877	1629	CITY OF ISANTI	101-20200	16,130.43
08/22	08/02/2022	58878	918	CRYSTAL SPRINGS ICE	609-20200	363.00
08/22	08/02/2022	58879	8	DAHLHEIMER DISTRIBUTING CO	609-20200	7,742.25
08/22	08/02/2022	58880	2933	FALCON NATIONAL BANK	108-20200	14,981.11
08/22	08/02/2022	58881	385	FEDERATED CO-OPS INC	101-20200	288.66
08/22	08/02/2022	58882	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	76.58
08/22	08/02/2022	58883	235	FIRST STATE TIRE RECYCLING	101-20200	17.92
08/22	08/02/2022	58884	2028	FURTHER	861-20200	14.93
08/22	08/02/2022	58885	2830	GDO LAW	101-20200	4,083.33
08/22	08/02/2022	58886	134	GOPHER STATE ONE-CALL INC	601-20200	206.55
08/22	08/02/2022	58887	160	HAWKINS INC	601-20200	5,256.54
08/22	08/02/2022	58888	113	ISANTI TIRE & AUTO CARE INC	101-20200	27.88
08/22	08/02/2022	58889	2868	JOHNSON, JEFFREY B	101-20200	13.27
08/22	08/02/2022	58890	1773	KLERSY, SCOT	603-20200	590.76
08/22	08/02/2022	58891	1479	LOFFLER -131511	108-20200	80.87
08/22	08/02/2022	58892	2080	MVTL LABORATORIES INC	602-20200	125.85
08/22	08/02/2022	58893	617	PAUSTIS & SONS	609-20200	1,795.25
08/22	08/02/2022	58894	2827	RATWIK ROSZAK & MALONEY P.A.	603-20200	5,970.32
08/22	08/02/2022	58895	73	STAR	101-20200	37.50
08/22	08/02/2022	58896	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	1,363.00
08/22	08/02/2022	58897	2485	ULINE	101-20200	78.10
08/22	08/02/2022	58898	2944	UNIFIRST CORPORATION	609-20200	639.39
08/22	08/02/2022	58899	42	VIKING COCA-COLA BOTTLING CO	609-20200	258.85
08/22	08/02/2022	58900	4	WATSON CO INC	609-20200	2,569.10
08/22	08/02/2022	58901	1922	WEX BANK	101-20200	6,085.42
08/22	08/02/2022	58902	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,950.00
Grand Totals:						72,858.64

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
08/22	08/09/2022	58908	127	ABDO	101-20200	1,575.00
08/22	08/09/2022	58909	1231	ACE SOLID WASTE INC	101-20200	1,023.15
08/22	08/09/2022	58910	2863	AMAZON CAPITAL SERVICES	920-20200	391.71
08/22	08/09/2022	58911	692	ARC IRRIGATION LLP	609-20200	182.19
08/22	08/09/2022	58912	53	BELLBOY CORPORATION	609-20200	3,921.60
08/22	08/09/2022	58913	2853	BENEFIT EXTRAS INC	101-20200	43.50
08/22	08/09/2022	58914	9	BERNICKS PEPSI-COLA	609-20200	8,936.50
08/22	08/09/2022	58915	368	BILLS QUALITY CLEANING	609-20200	712.00
08/22	08/09/2022	58916	1500	BOLTON & MENK INC	601-20200	37,256.00
08/22	08/09/2022	58917	2319	BREAKTHRU BEVERAGE OF MN	609-20200	8,466.59
08/22	08/09/2022	58918	602	BURNET TITLE	601-20200	6.10
08/22	08/09/2022	58919	1198	CENTER POINT ENERGY	601-20200	713.47
08/22	08/09/2022	58920	1822	CENTURYLINK BUSINESS SERVICES	101-20200	10.27
08/22	08/09/2022	58921	2522	COMMUNITY TITLE & ESCROW LLC	601-20200	4.25
08/22	08/09/2022	58922	918	CRYSTAL SPRINGS ICE	609-20200	709.00
08/22	08/09/2022	58923	8	DAHLHEIMER DISTRIBUTING CO	609-20200	28,070.75
08/22	08/09/2022	58924	3234	DE SOUZA, ALEXANDRE ANTONIO	601-20200	31.02
08/22	08/09/2022	58925	3218	DHI HOLDINGS LLC	505-20200	18,000.00
08/22	08/09/2022	58926	3100	DW COMPANIES LLC	603-20200	7,030.92
08/22	08/09/2022	58927	2275	FIRST FINANCIAL TITLE	601-20200	28.98
08/22	08/09/2022	58928	3069	FIRST RATE OUTDOORS LLC	101-20200	150.00
08/22	08/09/2022	58929	2028	FURTHER	861-20200	30.00
08/22	08/09/2022	58930	3140	GARPHISH BREWING COMPANY	609-20200	288.00
08/22	08/09/2022	58931	739	HACH COMPANY	602-20200	968.20
08/22	08/09/2022	58932	3176	HILLESHEIM, STEPHANIE	108-20200	131.89
08/22	08/09/2022	58933	3228	ISANTI BOY SCOUTS	101-20200	50.00
08/22	08/09/2022	58934	270	ISANTI READY MIX INC	228-20200	2,380.00
08/22	08/09/2022	58935	7	JOHNSON BROTHERS LIQUOR CO	609-20200	34,343.81
08/22	08/09/2022	58936	5	KAWALEK TRUCKING	609-20200	636.60
08/22	08/09/2022	58937	17	MCDONALD DISTRIBUTING CO	609-20200	32,004.10
08/22	08/09/2022	58938	616	MENARDS - CAMBRIDGE	101-20200	948.77
08/22	08/09/2022	58939	2978	MILBANK WINWATER WORKS	601-20200	12,196.13
08/22	08/09/2022	58940	2728	MINNESOTA TITLE	601-20200	105.07
08/22	08/09/2022	58941	194	MN DEPT OF HEALTH	601-20200	64.00
08/22	08/09/2022	58942	2842	MN PEIP	861-20200	34,799.34
08/22	08/09/2022	58943	3212	MOMENTUM	602-20200	601.25
08/22	08/09/2022	58944	3230	MORSE, THOMAS	601-20200	33.78
08/22	08/09/2022	58945	2080	MVTL LABORATORIES INC	602-20200	479.37
08/22	08/09/2022	58946	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,197.49
08/22	08/09/2022	58947	3227	PRICE CUSTOM HOMES	505-20200	6,000.00
08/22	08/09/2022	58948	2130	PROGRESSIVE BUILDERS INC	601-20200	21.61
08/22	08/09/2022	58949	3231	SANCHEZ, LARRY & DENISE	601-20200	234.24
08/22	08/09/2022	58950	2518	SEMLER CONSTRUCTION INC	505-20200	12,000.00
08/22	08/09/2022	58951	2396	SOUTHERN GLAZERS OF MN	609-20200	8,563.27
08/22	08/09/2022	58952	73	STAR	101-20200	40.97
08/22	08/09/2022	58953	3233	TACHENY, ANGELA	601-20200	202.59
08/22	08/09/2022	58954	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	1,363.00
08/22	08/09/2022	58955	1503	THE AMERICAN BOTTLING COMPANY	609-20200	243.18
08/22	08/09/2022	58956	3229	THE BAZILLIONS	101-20200	900.00
08/22	08/09/2022	58957	1762	THE TITLE GROUP	601-20200	5.37
08/22	08/09/2022	58958	919	UPS	601-20200	16.93
08/22	08/09/2022	58959	1820	URBANS HARDWARE INC	101-20200	328.26
08/22	08/09/2022	58960	2027	US INTERNET	603-20200	57.80

City of Isanti

Check Register - Mayor/Council Approval

Page: 2

Check Issue Dates: 8/9/2022 - 8/9/2022

Aug 09, 2022 03:23PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/22	08/09/2022	58961	686	VERIZON WIRELESS	101-20200	1,619.76
08/22	08/09/2022	58962	42	VIKING COCA-COLA BOTTLING CO	609-20200	605.40
08/22	08/09/2022	58963	1286	VINOCOPIA INC	609-20200	1,542.64
08/22	08/09/2022	58964	3232	WATER CONSERVATION SERVICES INC	601-20200	331.25
08/22	08/09/2022	58965	4	WATSON CO INC	609-20200	1,499.72
08/22	08/09/2022	58966	2475	WHITE BEAR IT SOLUTIONS LLC	609-20200	19.99
08/22	08/09/2022	58967	780	WINE MERCHANTS	609-20200	806.40
Grand Totals:						277,923.18

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

RESOLUTION 2022-XXX

APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR RUM RIVER BMX 50/50 RAFFLE FOR SEPTEMBER 25, 2022

WHEREAS, the City has received an application for exempt gambling permit from Rum River BMX to hold an event on September 25, 2022 at Rum River BMX, Isanti, MN; and,

WHEREAS, the applicant estimates the value of prizes to be awarded is \$3,000 for the event and will require state approval; and,

WHEREAS, the City of Isanti has no objection to the conduct of lawful gambling by the applicant, in accordance with law, at the designated location; and,

WHEREAS, the applicant, Jay Bossen, has successfully passed a background check by the Isanti Police Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the applications for an exempt gambling permit is approved for the following date: September 25, 2022 at Rum River BMX;

This Resolution is hereby approved by the Isanti City Council this 16th day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING THE HIRE OF LIQUOR STORE CLERK II FOR MICHELLE SPENCER

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

WHEREAS, the City Council has approved the PT Liquor Store Clerk II position; and,

WHEREAS, the Interviewing Panel has selected Michelle Spencer as the most qualified candidate for the position; and,

WHEREAS, the offer is contingent upon successfully passing a background investigation;

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

1. Human Resource Director has offered the Liquor Store Clerk II position to Michelle Spencer.
2. This position is part-time, non-exempt, and not eligible for benefits.
3. The start date will be August 11, 2022.
4. The wage will start at Step 1 of the wage scale at \$14.95.
5. This position is non-exempt and not eligible for benefits.
6. This position will be scheduled up to 29 hours per week.
7. Human Resources Director is to complete all required documentation for the completion of the employment offer and place a copy of this Resolution in the employee's personnel file for future reference.

This resolution is hereby approved by the Isanti City Council this 16th day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

L.4.
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

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

MEMORANDUM

Date: August 9, 2022
To: Stephanie Hillesheim, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Fairway Greens North –Letter of Credit Adjustment 5
City of Isanti, MN
Project No.: 0R1.125451

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

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

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

Attached is the invoice from the contractor for unpaid work to date in the amount of \$315,908.33 for this addition. the 2nd Addition costs will be processed through the Fairway Greens North 2nd Addition Letter of Credit separately.

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

Following city standard retainage practices, we recommend releasing 95% of the eligible items in the amount of \$300,112.91.

Once the City receives verification that the owner has paid the engineering invoices to date, we recommend approving the reduction of the Letter of Credit in the amount of **\$300,112.91** for materials incorporated into the project. This would hold \$15,795.42 in retainage on this reduction following standard City contract practices.

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

Please contact me if you have any questions.



GUSTAFSON EXCAVATING, INC.

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

INVOICE

Invoice # 34976

Date 7/19/2022

Bill To

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

Project				P.O. No.		Terms
Fairway Greens North - 1st Addition						
Description	Qty	Units	Rate	Curr %	Total %	Amount
REMOVALS AND EROSION CONTROL						
Storm drain inlet protection	0		6,660.00	0.00%	70.00%	0.00
Gravel construction entrance	0		2,000.00	0.00%	100.00%	0.00
Remove exisiting bituminous pavement	0		988.50	0.00%	100.00%	0.00
Remove curb & gutter	0		50.00	0.00%	100.00%	0.00
EARTHWORK						
Common excavation	0.2		322,927.50	20.00%	95.00%	64,585.50
Subgrade preparation	0		14,826.25	0.00%	100.00%	0.00
Clay liner	0.35		56,821.50	35.00%	50.00%	19,887.53
Random rip rap class II	0		4,770.00	0.00%	50.00%	0.00
UTILITIES: STORM						
12" RC pipe sewer	0		28,116.50	0.00%	100.00%	0.00
12" HDPE pipe sewer	0		6,020.00	0.00%	100.00%	0.00
15" RC pipe sewer	0		25,864.00	0.00%	100.00%	0.00
15" HDPE pipe sewer	0		5,941.00	0.00%	100.00%	0.00
18" HDPE pipe sewer	0		4,888.00	0.00%	100.00%	0.00
24" RC pipe sewer	0		15,780.00	0.00%	100.00%	0.00
24" HDPE pipe sewer	0		30,672.00	0.00%	100.00%	0.00
Manhole	0		16,500.00	0.00%	100.00%	0.00
Catch basin	0		89,900.00	0.00%	100.00%	0.00
12" pipe apron	0		750.00	0.00%	100.00%	0.00
15" pipe apron	0		4,250.00	0.00%	100.00%	0.00
24" pipe apron	0		8,000.00	0.00%	100.00%	0.00
UTILITIES: SANITARY						
8" PVC sanitary service pipe	0.08		173,304.00	8.00%	100.00%	13,864.32
4" PVC sanitary service pipe	0		56,874.00	0.00%	100.00%	0.00
48" Manhole	0.05		84,500.00	5.00%	100.00%	4,225.00
Tracer wire	0.05		9,179.50	5.00%	100.00%	458.98
				Total		

Payments/Credits

Balance Due



GUSTAFSON EXCAVATING, INC.

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

INVOICE

Invoice # 34976

Date 7/19/2022

Bill To

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

Project				P.O. No.		Terms	
Fairway Greens North - 1st Addition							
Description	Qty	Units	Rate	Curr %	Total %	Amount	
8"x4" WYE	0		13,860.00	0.00%	100.00%	0.00	
UTILITIES: WATER							
8" C900 PVC watermain	0.08		170,787.50	8.00%	100.00%	13,663.00	
6" Hydrant	0		45,500.00	0.00%	100.00%	0.00	
8" Gate valve and box	0		44,100.00	0.00%	100.00%	0.00	
Ductile iron fittings	0		16,086.40	0.00%	100.00%	0.00	
1" Type K copper pipe	0		64,986.00	0.00%	100.00%	0.00	
Corp	0.1		13,860.00	10.00%	100.00%	1,386.00	
Curb Stop & Box	0.1		34,650.00	10.00%	100.00%	3,465.00	
CONCRETE							
Concrete curb & gutter S418	0		115,840.00	0.00%	100.00%	0.00	
4" Concrete walk			28,920.00	100.00%	100.00%	28,920.00	
6" Concrete walk			45,100.00	100.00%	100.00%	45,100.00	
6" Aggregate base (CV) class 5			7,830.00	100.00%	100.00%	7,830.00	
BITUMINOUS PAVING							
1.5" - Type SP 9.5 wearing course mixture (3,B)	0		69,712.00	0.00%	0.00%	0.00	
2.5" - Type SP 12.5 non-wearing course mixture (3,B)	0.6		118,118.00	60.00%	100.00%	70,870.80	
8" Aggregate base (CV) class 5	0.2		78,561.00	20.00%	100.00%	15,712.20	
MISCELLANEOUS							
Salvage sign			540.00	100.00%	100.00%	540.00	
Install sign	0		8,460.00	0.00%	0.00%	0.00	
Segmental retaining walls	0		22,000.00	0.00%	0.00%	0.00	
Dewatering Allowance			25,400.00	14.68%	80.00%	25,400.00	
				Total			

Payments/Credits

Balance Due



GUSTAFSON EXCAVATING, INC.

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

INVOICE

Invoice # 34976

Date 7/19/2022

Bill To

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

Project				P.O. No.		Terms	
Fairway Greens North - 1st Addition							
Description	Qty	Units	Rate	Curr %	Total %	Amount	
CHANGE ORDERS							
CO 3: Winter Conditions / Rip Frost (Dozer) 3/15, 3/16, 3/17	0	HRS	350.00	0.00%	100.00%	0.00	
CO 4: Winter Conditions / Rip Frost (Dozer) 3/28, 3/29	0	HRS	350.00	0.00%	100.00%	0.00	
PHASE 2							
Common excavation	1,800	CY	7.00	100.00%	100.00%	12,600.00	
15" RC pipe sewer	80	LF	48.00	100.00%	100.00%	3,840.00	
Catch basin	1	EA	3,900.00	100.00%	100.00%	3,900.00	
15" Pipe apron	1	EA	1,900.00	100.00%	100.00%	1,900.00	
Concrete curb & gutter S418	1,617	LF	23.00	100.00%	100.00%	37,191.00	
6" Concrete walk	357	SY	63.00	100.00%	100.00%	22,491.00	
6" Aggregate base (C5)	60	CY	29.00	100.00%	100.00%	1,740.00	
1.5" Type SP 9.5 wearing course mixture (3,B)	0	TN	98.00	0.00%	0.00%	0.00	
2.5" Type SP 12.5 non wearing course mixture (3,B)	695	TN	99.00	100.00%	100.00%	68,805.00	
6" Aggregate base (C5)	1,143	CY	29.00	100.00%	100.00%	33,147.00	
Sales Tax			6.875%			0.00	
				Total		\$501,522.33	

Payments/Credits \$0.00

Balance Due \$501,522.33

RESOLUTION 2022-XXX

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

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

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

WHEREAS, the Community Development Director and City Engineer have reviewed the requests and recommended approval to reduce the LOC by \$300,112.91;

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

This Resolution was duly adopted by Isanti City Council this 16th day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Real People. Real Solutions.

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

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

MEMORANDUM

Date: August 9, 2022
To: Stephanie Hillesheim, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Fairway Greens North 2nd Addition –Letter of Credit Adjustment 1
City of Isanti, MN
Project No.: 0R1.127175

The Developer of the Fairway Greens North 2nd Addition subdivision has requested a reduction to the Letter of Credit (LOC) the City holds on the project.

The developer has established a system of payment to the Contractor where payment is only released once the City has authorized the reduction of the Letter of Credit to be used for payment. This is the same process we are using on the 1st Addition of this development.

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

Attached is the invoice from the contractor for unpaid work to date in the amount of \$185,614.00 for this addition. the 1st Addition costs will be processed through the Fairway Greens North 1st Addition Letter of Credit separately.

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

Following city standard retainage practices, we recommend releasing 95% of the eligible items in the amount of \$176,333.30.

Once the City receives verification that the owner has paid the engineering invoices to date, we recommend approving the reduction of the Letter of Credit in the amount of **\$176,333.30** for materials incorporated into the project. This would hold \$9,280.70 in retainage on this reduction following standard City contract practices.

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

Please contact me if you have any questions.



GUSTAFSON EXCAVATING, INC.

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

INVOICE

Invoice # 34976

Date 7/19/2022

Bill To

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

Project				P.O. No.		Terms
Fairway Greens North - 1st Addition						
Description	Qty	Units	Rate	Curr %	Total %	Amount
REMOVALS AND EROSION CONTROL						
Storm drain inlet protection	0		6,660.00	0.00%	70.00%	0.00
Gravel construction entrance	0		2,000.00	0.00%	100.00%	0.00
Remove exisiting bituminous pavement	0		988.50	0.00%	100.00%	0.00
Remove curb & gutter	0		50.00	0.00%	100.00%	0.00
EARTHWORK						
Common excavation	0.2		322,927.50	20.00%	95.00%	64,585.50
Subgrade preparation	0		14,826.25	0.00%	100.00%	0.00
Clay liner	0.35		56,821.50	35.00%	50.00%	19,887.53
Random rip rap class II	0		4,770.00	0.00%	50.00%	0.00
UTILITIES: STORM						
12" RC pipe sewer	0		28,116.50	0.00%	100.00%	0.00
12" HDPE pipe sewer	0		6,020.00	0.00%	100.00%	0.00
15" RC pipe sewer	0		25,864.00	0.00%	100.00%	0.00
15" HDPE pipe sewer	0		5,941.00	0.00%	100.00%	0.00
18" HDPE pipe sewer	0		4,888.00	0.00%	100.00%	0.00
24" RC pipe sewer	0		15,780.00	0.00%	100.00%	0.00
24" HDPE pipe sewer	0		30,672.00	0.00%	100.00%	0.00
Manhole	0		16,500.00	0.00%	100.00%	0.00
Catch basin	0		89,900.00	0.00%	100.00%	0.00
12" pipe apron	0		750.00	0.00%	100.00%	0.00
15" pipe apron	0		4,250.00	0.00%	100.00%	0.00
24" pipe apron	0		8,000.00	0.00%	100.00%	0.00
UTILITIES: SANITARY						
8" PVC sanitary service pipe	0.08		173,304.00	8.00%	100.00%	13,864.32
4" PVC sanitary service pipe	0		56,874.00	0.00%	100.00%	0.00
48" Manhole	0.05		84,500.00	5.00%	100.00%	4,225.00
Tracer wire	0.05		9,179.50	5.00%	100.00%	458.98
				Total		

Payments/Credits

Balance Due



GUSTAFSON EXCAVATING, INC.

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

INVOICE

Invoice # 34976

Date 7/19/2022

Bill To

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

Project				P.O. No.		Terms	
Fairway Greens North - 1st Addition							
Description	Qty	Units	Rate	Curr %	Total %	Amount	
8"x4" WYE	0		13,860.00	0.00%	100.00%	0.00	
UTILITIES: WATER							
8" C900 PVC watermain	0.08		170,787.50	8.00%	100.00%	13,663.00	
6" Hydrant	0		45,500.00	0.00%	100.00%	0.00	
8" Gate valve and box	0		44,100.00	0.00%	100.00%	0.00	
Ductile iron fittings	0		16,086.40	0.00%	100.00%	0.00	
1" Type K copper pipe	0		64,986.00	0.00%	100.00%	0.00	
Corp	0.1		13,860.00	10.00%	100.00%	1,386.00	
Curb Stop & Box	0.1		34,650.00	10.00%	100.00%	3,465.00	
CONCRETE							
Concrete curb & gutter S418	0		115,840.00	0.00%	100.00%	0.00	
4" Concrete walk			28,920.00	100.00%	100.00%	28,920.00	
6" Concrete walk			45,100.00	100.00%	100.00%	45,100.00	
6" Aggregate base (CV) class 5			7,830.00	100.00%	100.00%	7,830.00	
BITUMINOUS PAVING							
1.5" - Type SP 9.5 wearing course mixture (3,B)	0		69,712.00	0.00%	0.00%	0.00	
2.5" - Type SP 12.5 non-wearing course mixture (3,B)	0.6		118,118.00	60.00%	100.00%	70,870.80	
8" Aggregate base (CV) class 5	0.2		78,561.00	20.00%	100.00%	15,712.20	
MISCELLANEOUS							
Salvage sign			540.00	100.00%	100.00%	540.00	
Install sign	0		8,460.00	0.00%	0.00%	0.00	
Segmental retaining walls	0		22,000.00	0.00%	0.00%	0.00	
Dewatering Allowance			25,400.00	14.68%	80.00%	25,400.00	
				Total			

Payments/Credits

Balance Due



GUSTAFSON EXCAVATING, INC.

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

INVOICE

Invoice # 34976

Date 7/19/2022

Bill To

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

Project				P.O. No.		Terms	
Fairway Greens North - 1st Addition							
Description	Qty	Units	Rate	Curr %	Total %	Amount	
CHANGE ORDERS							
CO 3: Winter Conditions / Rip Frost (Dozer) 3/15, 3/16, 3/17	0	HRS	350.00	0.00%	100.00%	0.00	
CO 4: Winter Conditions / Rip Frost (Dozer) 3/28, 3/29	0	HRS	350.00	0.00%	100.00%	0.00	
PHASE 2							
Common excavation	1,800	CY	7.00	100.00%	100.00%	12,600.00	
15" RC pipe sewer	80	LF	48.00	100.00%	100.00%	3,840.00	
Catch basin	1	EA	3,900.00	100.00%	100.00%	3,900.00	
15" Pipe apron	1	EA	1,900.00	100.00%	100.00%	1,900.00	
Concrete curb & gutter S418	1,617	LF	23.00	100.00%	100.00%	37,191.00	
6" Concrete walk	357	SY	63.00	100.00%	100.00%	22,491.00	
6" Aggregate base (C5)	60	CY	29.00	100.00%	100.00%	1,740.00	
1.5" Type SP 9.5 wearing course mixture (3,B)	0	TN	98.00	0.00%	0.00%	0.00	
2.5" Type SP 12.5 non wearing course mixture (3,B)	695	TN	99.00	100.00%	100.00%	68,805.00	
6" Aggregate base (C5)	1,143	CY	29.00	100.00%	100.00%	33,147.00	
Sales Tax			6.875%			0.00	
				Total		\$501,522.33	

Payments/Credits \$0.00

Balance Due \$501,522.33

RESOLUTION 2022-XXX

**AUTHORIZING A REDUCTION IN THE LETTER OF CREDIT FOR FAIRWAY
GREENS NORTH 2ND ADDITION**

WHEREAS, Josh Savageau, the developer, has submitted a written request for a reduction in the letter of credit for Fairway Greens North 2nd Addition; and,

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

WHEREAS, the Community Development Director and City Engineer have reviewed the requests and recommended approval to reduce the LOC by \$176,333.30;

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

This Resolution was duly adopted by Isanti City Council this 16th day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for City Council

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation & Events Coordinator
Date: August 16, 2022
Subject: Resolution 2022-XXX Amendment to the Rum River BMX Lease Agreement

Background:

At the Committee of the Whole meeting on July 19, 2022 a representative of Rum River BMX requested discussion about the possibility of Rum River BMX taking over full control of the restroom and warming house room on the South side of the BMX Facility due to continued vandalism and lack of use during public hours. It was decided to give RUM River BMX full control of those areas.

Amendments to the Lease agreement are needed to update responsibilities of the City of Isanti and Rum River BMX regarding the restrooms and warming house on the South side of the BMX Facility now that Rum River BMX will have sole use of those areas. City staff will remove public bathroom signage from the exterior of the arena and Bluebird Park. Staff worked with Rum River BMX on updating the agreement. Please see the attachments to see what was changed. Below are the areas being modified.

Currently the agreement states:

Exhibit A - Section 6.1 Restrooms, Concessions and Warming House that The Landlord agrees to maintain restrooms and warming house as depicted on the construction plans and specifications on the South side of the building. Maintenance includes the cleaning, stocking of materials and general maintenance of facilities described.

Exhibit D – Maintenance – City of Isanti Responsibilities

1) The City will be responsible for stocking supplies, cleaning and maintenance of the South side restrooms within the BMX facility which shall also be open to the public during such hours as the City may specify.

3) The City will be responsible for all general and cleaning maintenance of the warming house on the South Side of the BMX Facility.

Exhibit D – Maintenance – Rum River BMX Association Responsibilities

9) Rum River BMX Association Agrees to securely lock the interior locks of the South side restrooms of the BMX Facility each day from the hours of 10:00pm to 7:00am unless otherwise directed by the City.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022-XXX - PARKS - Amendment to the Rum River BMX Agreement
- Lease Agreement Exhibit A and D with Markups
- Amended Rum River BMX Lease Agreement signed by Rum River BMX

RESOLUTION 2022-XXX

APPROVING AMENDMENT TO THE RUM RIVER BMX LEASE AGREEMENT

WHEREAS, the Tenant, Rum River BMX Association, and the City of Isanti entered into a Lease Agreement dated as of October 27, 2014 (the “Lease”); and,

WHEREAS, the Tenant will now have sole use of the bathroom and former warming house space on the South side of the BMX Facility; and,

WHEREAS, the Lease needs to be amended to update the changes in responsibilities for Rum River BMX and the City of Isanti.

WHEREAS, Exhibit A article 6.1 shall now state; the Tenant agrees to maintain restrooms, warming house room, and concession stand within the building. Maintenance includes the cleaning, stocking of materials and general maintenance of facilities described; and,

WHEREAS, Exhibit D, Maintenance, City of Isanti Responsibilities, Section 1) The City will be responsible for stocking supplies, cleaning and maintenance of the South side restrooms within the BMX Facility which shall also be open to the public during such hours as the City may specify, shall now be removed; and,

WHEREAS, Exhibit D, Maintenance, City of Isanti Responsibilities, Section 3) The City will be responsible for all general cleaning maintenance of the warming house on the South side of the BMX Facility, shall now be removed; and,

WHEREAS, Exhibit D, Maintenance, Rum River BMX Association Responsibilities, Section 9) shall now state, Rum River BMX Association agrees to securely lock the interior locks of the South side restrooms and warming house room of the BMX Facility when not in use; and,

WHEREAS, Exhibit D, Maintenance, Rum River BMX Association Responsibilities, Section 12) The Rum River BMX Association will be responsible for stocking supplies, cleaning, and maintenance of South side restrooms within the BMX Facility, shall now be added; and,

WHEREAS, Exhibit D, Maintenance, Rum River BMX Association Responsibilities, Section 13) The Rum River BMX Association will be responsible for all general and cleaning maintenance of the warming house on the South side of the BMX Facility, shall now be added,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to amend the Rum River BMX Lease Agreement

This Resolution is hereby approved by the Isanti City Council this 16th day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Exhibit A

LEASE

This **Lease Agreement** made and entered into the 27th day of October, 2014, to take effect as of the 1st day of February, 2015, by and between, the City of Isanti, Minnesota, 110 1st Avenue NW, PO Box 428, Isanti, Minnesota 55040 (hereinafter "Landlord") and Rum River BMX Association, 101 Isanti Parkway NW, Isanti, MN 55040, (hereinafter "Tenant"). Section 6.1 of the Lease is amended on the 16th day of August, 2022, all other provisions withstanding.

WITNESSETH:

1. Demised Premises. The Landlord, in consideration of the rents and covenants at mutual promises herein contained, to be paid, kept and performed by the respective parties, the Landlord, does hereby demise, lease and let unto the Tenant, and the Tenant does hereby hire and take from the Landlord that certain property located at 101 Isanti Parkway NW, Isanti, Minnesota and legally described on Exhibit A attached hereto and made a part hereof (hereinafter "Premises"), including all, furniture, fixtures and equipment purchased or provided by Landlord and used in connection with the improvements located upon the subject Premises. Use of the parking lot is restricted as defined in section 29.

1.1 Building to be Constructed. Prior to February 1, 2015 Landlord will cause to be constructed upon the Premises a building approximately 73,125 square feet in size. The building is to be built to Landlord specifications and suitable for containment of existing BMX track.

1.2 Completion of Construction. Said construction shall be substantially completed by February 1, 2015. If for any reason certificate of occupancy enabling tenant to take possession of and occupy the building to be constructed upon the subject Premises as provided herein cannot be issued until after February 1, 2015, the effective date of this lease shall be delayed until the first day of the first calendar month following issuance of the certificate of occupancy. In such case, the term of this lease shall be deemed to be for forty (40) years thereafter commencing as of the first day of the first calendar month following the date of issuance of the certificate of occupancy. All other terms and conditions of this lease shall remain as herein provided save and except that the rental payment schedule set forth in Exhibit B attached hereto and made a part hereof shall be adjusted to comply with a new 40 year lease term as occasioned by any such delay in the effective date of the lease.

2. Term And Commencement.

2.1 Term. The term of this lease shall be from the Commencement Date until January 31, 2055.

2.2 Commencement Date. The Commencement Date shall be February 1, 2015.

3. Improvements. The Premises is being leased in an "AS IS" condition.

4. Use of the Demised Premises. It is agreed that the Premises shall be used by the Tenant for the sole and exclusive use of Tenant's charitable, educational and recreational purposes primarily being the construction, maintenance and operation of a BMX race track and facility and related events ("Business").

5. Rent; Taxes and Utilities. In addition to the payment of Rent, Tenant shall be responsible for the payment of all costs defined herein associated with the Premises during the term of this Lease.

5.1. Rent. During the term of this Lease Tenant shall pay rent to the Landlord in the amount of \$1.00 per month payable on the first day of each calendar month for the period of February 1, 2015 to July 31, 2015. Rent will increase to \$6,000 per month payable on the first day of each and every calendar month beginning on August 1, 2015. The rent shall be increased by 2.5% annually beginning on August 1, 2016 and continuing throughout the term of the lease. The Lease payment schedule is attached hereto as Exhibit B and made a part hereof.

5.2 Taxes. The Isanti County Assessor has provided a letter indicating that the proposed use on the Premises is tax exempt for property tax purposes. In the event that any action, use, or sublease by Tenant of the Premises changes the property tax status resulting in revocation of the tax exempt status for the Premises, Tenant shall be responsible for all real estate taxes which may be levied upon the Premises and improvements subsequent to the commencement Date, provided, that the Landlord has paid the taxes, if any, due in calendar year 2014 and Tenant shall have no responsibility for such taxes. In the event that action by the Landlord changes the property tax status resulting in revocation of the tax exempt status for the Premises, Landlord shall be responsible for all real estate taxes which may be levied upon the Premises and improvements subsequent to the Commencement Date. Landlord's authorization of use or sublease by Tenant through an amendment or otherwise, shall not constitute an act by Landlord under this Section. In the event that actions resulting in a revocation of the tax exempt status for the Premises is caused to occur by neither the Tenant, nor the Landlord, both parties will work together to seek remedy to restore property tax exempt status for the Premises.

5.3 Utilities. Tenant shall be responsible for the maintaining and payment of all utility charges, applicable to the Premises commencing on February 1, 2015, and thereafter for the term of this Lease. Utilities including but not necessarily limited, to Natural Gas, Propane, Electric, Phone, Cable Services, Wireless Services and Internet Services.

5.4 City Sewer and Water, and Storm Water Utilities. Tenant shall be responsible for payment of City Sewer and Water billed upon the Premises, commencing on February 1, 2015, and thereafter for the term of this Lease. Access to a separate water service will be provided by the city at no charge to the Tenant for the sole purposes of maintaining the BMX track. Water used for irrigation outside of the indoor BMX facility and applicable usage fees will not be a responsibility of the Tenant. Storm Water Fees applicable to Premises will not be a responsibility of the Tenant.

5.5 Tax Exempt Status of Tenant. Except as otherwise provided under this Agreement, the Premises will not be used, directly or indirectly, in any activities which constitutes an unrelated trade or business activity of Tenant, determined by applying Section 513(a) of the Internal Revenue Code of 1986, as amended ("Code"). "Section 501(c)(3)

Organization” means an organization that is exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code. Tenant will promptly provide Landlord with full information as to any use of the Premises by anyone other than a Section 501(c)(3) Organization or an individual member of the general public. Nothing in this paragraph is intended to give Tenant rights to assign this Lease or sublease any portion of the Premises. Tenant is a Section 501(c)(3) Organization, and Tenant is not a “private foundation” as defined in Section 509(a) of the Code. There is no action, proceeding or investigation pending or threatened on any basis therefore by the IRS or authorities of the State of Minnesota which, if adversely determined, might result in a modification of the status of Tenant as a Section 501(c)(3) Organization.

5.6 Tax Exempt Status of Premises. The Isanti County Assessor has reviewed the Tenant Landlord relationship and status and has deemed the Premises to be Exempt from Property Taxes. See Exhibit C attached hereto and made a part hereof. The Tenant and Landlord agree to cooperate to maintain this status for the term of the lease.

6. Maintenance. Tenant shall have sole responsibility for the maintenance of all aspects of the Premises, excluding structural and mechanical items relating to the building structure, and will keep it in good condition, reasonable wear and tear and damage by fire and the elements excepted. Tenant will keep the Premises in an orderly, clean and sanitary condition as required by the laws and ordinances applicable thereto; will not do nor permit to be done on said Premises anything in violation of the laws or ordinances applicable thereto. Without limiting the foregoing, Tenant shall be responsible for all costs of janitorial services, snow removal, except snow removal from parking lot, of entrance to indoor facility, garbage removal and all other general maintenance of the Premises. Decorative landscaping including but not limited to flowers, shrubbery, decorative rock, and woodchips shall be kept in a neat and orderly condition by the Tenant as acceptable to Landlord. Landlord will be responsible for maintenance and snow plowing for the parking lot further defined in section 29 of this Lease.

6.1 Restrooms, Concessions and Warming House. The Tenant agrees to maintain restrooms, warming house room and concession stand within the building. Maintenance includes the cleaning, stocking of materials and general maintenance of facilities described.

7. Insurance.

7.1 Tenant shall maintain at Tenants sole expense comprehensive general liability insurance, naming the Landlord as an additional insured, with respect to accidents occurring on or about the Premises or arising out of the use thereof in reasonable amounts, but not less than \$1,000,000 for injury or death to any person, \$1,000,000 for injuries or deaths arising out of any one accident, and \$1,000,000 for property damage, with reasonable deductible clauses, written by companies licensed to do business in the State of Minnesota and will deliver to the Landlord a certification of such insurance providing for fifteen (15) days written notice to Landlord prior to cancellation thereof. Said minimum insurance amounts shall be subject to increase for inflation upon written notice by Landlord to Tenant.

7.2 Landlord may maintain such insurance upon the Premises against loss by fire and extended coverage perils as Landlord may deem appropriate from time to time. Tenant may maintain such additional insurance covering Tenant’s Interest in the property as Tenant may deem

appropriate. In the event the building to be constructed upon the Premises pursuant to paragraph 1.1 above is destroyed or damaged to the extent that continued occupancy by Tenant is not feasible, Landlord shall have the option to rebuild or repair said building to the same or better condition as existed prior to the occurrence of such damage, or to declare this lease terminated upon written notice given to Tenant within 90 days after any event which renders the building unusable. If Landlord elects to rebuild/repair such damage there shall be no abatement of rent for any period during which the building is unusable by Tenant. If Landlord elects not to repair/rebuild the lease shall be terminated, and no rent shall be payable from and after the date of occurrence of the event which rendered the Premises unusable by Tenant.

7.3 Subleases. Any subtenant authorized under the terms of this Lease, shall be required to comply with all provisions of Section 7 under the terms of any sublease.

8. Alterations and Liens.

8.1 Tenant shall not be allowed to add any improvements requiring a building permit nor to alter or remodel the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

8.2 In the event of any construction on or alteration to the Premises, and at the request of Landlord, Tenant will post in a conspicuous place on the Premises a notice that Landlord is not liable for the payment of any costs of any such construction or improvement and that neither the Premises nor the Building shall be subject to lien therefore. In the event that a lien is placed against the Premises as a result of any construction or alteration done by or at the request of Tenant, Tenant shall satisfy or remove the same within ten (10) days of receipt of notice from Landlord. So long as the laws of this State shall provide for the filing of a statutory bond to eliminate the attachment of mechanic's or materialmen's liens to real estate, Tenant shall require that its contractor or itself shall take such steps as are provided by law for the filing of said statutory bond to remove any such lien in the event Tenant contests the validity of such lien. If the same is not removed within ten (10) days from the date of written notice from Landlord, Landlord shall have the right at Landlord's option of paying the same or any portion thereof and the amounts so paid, including attorney's fees and expenses connected therewith, shall be deemed to be additional rent due from Tenant to Landlord and shall be paid to Landlord immediately upon provision to Tenant of a bill for same. Tenant shall indemnify and save harmless Landlord from and against all losses, claims, damages, costs or expenses suffered by Landlord by reason of any repairs, installations or improvements made by Tenant.

9. Damage. In case said Premises be damaged or destroyed due to actions of the Tenant, the Tenant shall repair or replace the same to substantially the same condition as existed immediately prior to such damage or destruction.

10. Default.

10.1 In the event the Tenant should (a) default in the payment of any of the rentals within ten (10) days of notice that same is due hereunder or (b) default in the keeping or performing of any other term or condition of this Lease and fail to remove such default within thirty (30) days after receipt of notice in writing from the Landlord specifying the nature of such default, then and

in any such event the Landlord is hereby authorized to re-enter said Premises, to eject the Tenant, and take full possession of said Premises and to terminate this Lease at its option.

11. Condemnation.

11.1 If the whole of the Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate when possession thereof shall be required by the appropriating or condemning authority, or when legal title to the Premises shall vest in the appropriating or condemning authority, whichever shall first occur. In the event only a portion of the Premises are taken, the Lease shall cease as to the part taken, and the rent herein reserved shall be adjusted for the remainder of the Premises so that the Tenant shall be required to pay for the balance of the term that portion of the rent herein reserved which the value of the part of the Premises remaining after condemnation bears to the value of the Premises, immediately prior to the date of condemnation. If, however, by reason of the condemnation there is not sufficient space left in the Premises for the Tenant to conduct business or the taking of parking and common area is so substantial as to render the Premises unsuitable and unfit for which they were rented, then and in such events the Lease shall terminate.

11.2 All compensation awarded or paid as a result of a total or partial condemnation shall belong to Landlord.

12. Subordination. It is expressly understood and agreed, at the option of the Landlord, this Lease shall be and is subordinated to any existing mortgages covering said Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time. Provided, however, any mortgage shall recognize the validity of this Lease and shall agree that this Lease remains in full force and effect as to Tenant in the event of a foreclosure of the Landlord's interest as long as Tenant shall not be in default under the terms of this Lease. Tenant agrees to make, execute and deliver any such instruments as may be reasonably required subordinating this Lease to such mortgage, subject to the conditions here before specified.

13. Assignment or Subletting.

A. Except as otherwise provided herein, Tenant will not assign this Lease, will not sublet any part of the Premises, or allow use of the Premises by anyone other than the Tenant without the express prior written approval of the City Council of the City of Isanti, as evidenced by a duly adopted Resolution of the City Council. Except as otherwise provided in this Section, any other user or sublessee shall be a Section 501(c)(3) Organization or governmental entity.

B. Tenant may sublet no more than 1,400 square feet of the Premises to Full Tilt Bike Co., LLC, a Minnesota limited liability company ("Full Tilt"). The sublease must be at fair market value and may not impact the current tax-exempt bond status of the bonds used to acquire the Premises. Tenant shall provide the Landlord with a copy of the proposed sublease together with any amendments for approval by the City Council prior to execution. The sublease must be annually renewing and subject to annual review and approval by the City Council. By May 1st of each year, Tenant shall provide an accounting of all lease payments and other fees and charges paid by Full Tilt for the previous year

C. Tenant may have vendors present at special events as long as the use of the Premises by vendors does not affect the current bond status of the Premises. Each vendor may only be allowed use of the Premises for a total of 50 days prior to February 2, 2030. All vendors must be charged a fair market price for use of the Premises.

D. Tenant shall annually track the days and type of use of the Premises by each vendor and the fees charged for each vendor's use of the Premises. On or before May 1st of each year, Tenant shall provide to Landlord a report of the use and fees for the previous year.

E. Tenant shall be responsible for all costs, taxes, expenses, charges incurred by the Landlord in connection with the sublease or use of the Premises by vendors, including any costs associated with a change in the status of the current bonds used to finance acquisition of the Premises.

F. Tenant shall require subtenants and other vendors to comply with the terms of this Lease and include all relevant provisions in any sublease or contract for use of the Premises.

14. Indemnification.

14.1 The Tenant agrees to indemnify, defend and hold Landlord and its officers and employees harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the Premises, except to the extent caused by the negligent act or intentional misconduct of Landlord or its officers or employees.

14.2 The Landlord agrees to indemnify, defend and hold Tenant and its officers and employees harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring as a result of Landlord's acts or omissions, to the extent caused by the negligent act or intentional misconduct of Landlord or its officers or employees.

15. Signage and Advertising.

15.1 Subject to applicable laws and ordinances, Tenant shall have the right to erect, maintain and operate signs located on the inside of the building on Premises, and to place its usual signs, logos, lettering and notices customarily installed or used at Tenant's facilities, subject to the prior consent of Landlord. All signs visible from the outside of the building shall be subject to prior written approval of Landlord. Naming rights for the facility and exterior signage placed by the Landlord on the outside of the building are the sole property and responsibility of the Landlord.

16. Mutual Release. Landlord and Tenant hereby release one another and their respective officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

17. Notices. All notices, consents, demands and requests which may be or are required to be given by either party to the other, shall be in writing, and shall be deemed given or served when deposited in the United States mail by registered or certified mail, postage prepaid, addressed as follows:

If to Landlord:

City of Isanti
110 1st Avenue NW
PO Box 428
Isanti, Minnesota 55040

If to Tenant:

Rum River BMX Association
101 Isanti Parkway NW
Isanti, MN 55040

Such addresses may be changed from time to time by either party by serving notices as above provided.

18. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

19. Attorneys' Fees. In the event Landlord institutes legal action or proceedings arising out of or in any way connected with this Lease against Tenant, the Tenant shall reimburse the Landlord for all reasonable attorney fees and costs incurred in connection therewith.

20. All Agreements Included. This Lease and Operating Policy (the "Operating Policy") attached as Exhibit D and made a part hereof embody all of the agreements between the parties hereto respecting the premises hereby demised. All subsequent changes and modifications to be valid shall be embodied within a written instrument duly executed by the parties hereto.

21. Paragraph Headings. The headings of the several paragraphs contained herein are for convenience only and do not define, limit, or construe the contents, construction or meaning of the provisions of this Lease.

22. Laws of Minnesota. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease

23. Saving Clause. The invalidity or unenforceability of any provision of this Lease, including but not limited to the provisions of the Operating Agreement set forth in Exhibit D and made a part of this Lease, shall not affect or impair the validity of any other provision.

24. Successors and Assigns. All of the terms, covenants, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

25. Force Majeure. In the event either party shall be delayed or hindered in, or prevented from, the performance of any work, service or other act required under this Lease to be performed by such party and such delay or hindrance is due to: (i) strikes, lockouts, or other labor disputes; (ii) inability to obtain labor or materials or reasonable substitutes therefor; or, (iii) acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service or other act shall be excused for the period of such delay and the period for the performance of such work, service or other act shall be extended by a period equivalent to the

period of such delay; provided nothing in this section shall be interpreted to allow an extension of time for Tenant to any rent due pursuant to this lease.

26. Consents. Landlord and Tenant covenant and agree that whenever, pursuant to the terms of this Lease, consent, satisfaction, determination or approval is required or permitted of Landlord or Tenant, such consent, satisfaction, determination or approval shall not be unreasonably determined, withheld or delayed.

27. Hazardous Materials

27.1 Tenant shall not use, store, manufacture, dispose of or discharge any pollutants, contaminants, or harmful or hazardous substances from or on the Premises or otherwise occupy or permit the Premises to be occupied or used in a manner which:

27.1.1 violates any law, regulation, rule or other governmental requirement;

27.1.2 impairs the health, safety or condition of any person or property; or

27.1.3 adversely affects the use, enjoyment or value of the Premises or the surrounding property.

27.2 Tenant shall promptly notify Landlord of the breach, or the potential or threatened breach, of any of the provisions of this paragraph. Landlord shall have the right of access to the Premises to inspect, test and, in Landlord's sole discretion, remedy any potential environmental problem. Tenant shall indemnify and hold Landlord and Its officers, shareholders, partners, employees, and agents, harmless from any loss, claim, liability or expense (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal, restoration expenses, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space) arising in connection with Tenant's failure to comply with the provisions of this paragraph.

27.3. Notwithstanding any other provision of this Lease, the liability of the City is limited by and subject to the limitations provided by Chapter 466 of the Minnesota Statutes regarding liability for municipalities

28. ADA Compliance.

28.1. The Landlord agrees that restroom facilities, the building structure and access to the building on the Premises is at the time of that this lease is entered into is compliant with the Americans Disabilities Act (the "ADA"). It is the Tenant's responsibility to maintain all bleachers and or seating/viewing area in compliance with ADA for the entire term of this lease, and to provide proof of such compliance to the Landlord upon request.

29. Parking Lot.

29.1. Notwithstanding any other provisions in this Lease agreement to the contrary, the City reserves the right to utilize and/or regulate use of all, or any part of parking lot located on the Premises at any time for any purposes it deems appropriate. Landlord will be responsible for the maintenance and snow plowing of the parking lot directly west of the indoor BMX facility to be constructed. Tenant shall not plow or maintain the parking lot unless written consent is given from

the Landlord. The indoor facility and parking lot referenced above in this section are identified on the site map on the attached Exhibit E and made a part hereof.

IN WITNESS WHEREOF the respective parties hereby have executed this Lease Agreement on the day and year first above written.

TENANT

RUM RIVER BMX ASSOCIATION

By: Jay M. Ben

Its: Association Board President

LANDLORD

CITY OF ISANTI, MINNESOTA

By: _____

Its: Mayor

By: _____

Its: City Administrator

Exhibit D

Operating Policy

Intent

It is the intent of this Operating Policy for the City of Isanti and the Rum River BMX Association to establish an understanding of both the City's and the Association's respective responsibilities with regards to the operation, use, and maintenance of the Rum River BMX track. This policy may be amended from time to time by the action of the Isanti City Council. The City of Isanti shall make its best efforts to notify the Rum River BMX Association whenever this policy is discussed in the future.

Hours of Use

The Rum River BMX Association has the sole and exclusive use of the property legally described within the Resolution for the outdoor recreational purposes of a BMX race track. The hours of use for the BMX track shall not exceed 11:00 p.m. on days of racing events. If potential maintenance of the facility is required to prepare the track for upcoming events, work on the track may extend past normal park hours. However, noise associated with such maintenance shall not extend beyond park boundaries.

Community Use

Subject to Sections 5.5 and 13 of the Lease, the Rum River BMX Association may open the track for use by community members, providing the following conditions are met:

1. The City of Isanti is notified three (3) weeks in advance that such event will be taking place.
2. All riders, not consistently associated with the Association, are required to adhere to the safety regulations and guidelines set forth by the Rum River BMX Association. Such safety guidelines and regulations shall be posted on-site at the BMX track.
3. The Rum River BMX Association may charge a fee to help cover track costs for participants, which shall not exceed the normal practice fee.
4. The Rum River BMX Association has the right to ask a participant taking part in a community night to leave the facility for failure to follow safety guidelines or directions from staff members.

Special Events (Tournaments or Meets)

Prior to hosting any tournament and/or other special event or meet, the Rum River BMX Association shall be responsible for obtaining the necessary Special Event permit from the City of Isanti, in accordance with Isanti City Code of Ordinances Chapter 278.

City Of Isanti

1. The City authorizes the Rum River BMX Association to manage the property as long as the property is used for the intended use, which is a BMX race track facility.
2. The City authorizes and directs City staff to work with the Rum River BMX Association in order to resolve any minor issues that may arise after this agreement has been approved and signed, providing the resolution to such issues do not violate the intent of this agreement.
3. The City of Isanti shall have the right, at its option at any time, to appoint a representative from the City to serve as a voting member on the Rum River BMX Association Board of Directors.
4. The City of Isanti permits the full use of one (1) pole structured building and 1 small white metal shed that is currently located on the subject property until construction of the new indoor BMX facility is completed and occupied by Rum River BMX Association at the Associations sole cost. SAC and WAC fees associated with the construction of the new indoor BMX facility shall not be required to be paid by Rum River BMX Association. The Pole Structure and small white metal

Exhibit D

shed will be removed from site upon completion of construction and occupancy of indoor BMX facility by Rum River BMX Association.

5. Any water and sewer service used by the Rum River BMX Association to operate the indoor facility, north restrooms, south restrooms and concession area will be metered and billed to the Rum River BMX Association at standard City Rates. Separate metered access to water for exclusive maintenance of the BMX track will be provided to Rum River BMX Association at no cost and usage will not be billed to said Association.
6. When the City becomes aware of grant opportunities, the City shall forward those opportunities along to the Rum River BMX Association. The City also agrees to provide letters of support to the Rum River BMX Association for such grant applications.
7. During the term of the Lease, the Rum River BMX Association shall not be assessed any future improvement of Isanti Parkway NW.
8. The City's commitments as described in this agreement, are subject to the condition that the Rum River BMX Association provides adequate evidence satisfactory to the City that it is able to cover all operating expenses and any future projects in accordance with all terms and conditions herein agreed upon.
9. The City of Isanti shall allow the Rum River BMX Association, at said Association's sole option, to install a door slot style mailbox at the Isanti Indoor Arena BMX facility with a locked receptacle for delivery of U.S. mail to Rum River BMX Association, subject to the following conditions:
 - (A) Any such mailbox and all deliveries to such mailbox shall be subject to any and all applicable general and local U.S. Postal Service policies and/or regulations.
 - (B) Regular deliveries will be made to the mailbox by the United States Postal Service in accordance with its normal delivery schedule.
 - (C) All costs pertaining to the installation, use, maintenance, security and/or any other matter related to the mailbox shall be the sole responsibility of the Rum River BMX Association.
 - (D) Rum River BMX shall and does hereby agree to indemnify and hold the City of Isanti and its officers, employees and agents harmless from any and all loss, costs, liability and/or damages resulting from or in any way pertaining to the installation, use, maintenance, security or in any other way related to said mailbox.
 - (E) Upon installation of such mailbox, the Rum River BMX Association may elect use 101 Isanti Parkway NW, Isanti MN 55040 as its official address as registered with the Minnesota Secretary of State and with any other governing or regulatory agencies, provided however, that Rum River BMX Association shall be solely responsible at its own expense to take all steps necessary to accomplish any and all such official address changes, and shall thereupon be responsible to provide the City of Isanti with written confirmation of any and all such official address changes, whereupon all references to the address of the Rum River BMX Association in the Lease Agreement between the City of Isanti, as Landlord, and Rum River BMX Association, as Tenant, dated October 27, 2014, and in this Operating Policy, shall be changed to so reflect said new official address
 - (F) In the event of termination of said Lease Agreement dated October 27, 2014 and/or upon Rum River BMX Association vacating and moving from the facility located at 101 Rum River Parkway NW, Isanti, MN 55040, the Rum River BMX Association, if so requested by the City of Isanti in its sole discretion, shall be responsible at the sole expense of the Rum River BMX Association to remove any mailbox installed pursuant to the provisions of this paragraph, and to return or replace the door wherein such mailbox/slot was placed so that the door is in the same condition as existed prior to the installation of such mailbox/slot. [Paragraph 9 added according to Resolution 2016-280]

Exhibit D

Rum River BMX Association

1. The Rum River BMX Association agrees to pay the full cost for any engineering or legal work that may be required in the future, except for that which is customarily the City's responsibility, and except as otherwise specifically provided for within this agreement.
2. The Rum River BMX Association shall provide file a certificate of insurance from the American Bicycle Association naming the City, its officials, employees, and agents as an additional insured. Such insurance coverage shall be public liability insurance and property damage insurance with minimum per person, aggregate per accident and property damage limits of not less than \$1,000,000, per occurrence. Said minimum insurance amounts shall be subject to increase for inflation upon written notice by City the City of Isanti to the Rum River BMX Association.
3. The Rum River BMX Association shall not incur any debt for which the City may be liable and will make no claim or entitlement to reimbursement from the City of Isanti for any improvements made to the BMX facility or adjacent grounds in the event that the Rum River BMX Association becomes non-operational.
4. All non-potable water sources shall adhere to the requirements of Resolution No. 2010-117; which establishes a policy for the use of City water hydrants. Bulk non-potable water used for track maintenance purposes shall be provided by the City to the Rum River BMX Association at no cost from a metered water service.
5. The Rum River BMX Association agrees to provide portable restrooms facilities at its cost if required as part of a Special Event permit. Rum River BMX Association understands that events exceeding 560 people in occupancy of the indoor facility will require a Special Event Permit and Rum River BMX will be responsible for said fees and processes to obtain such permit. Review by the Building Official of the required number of portable restroom facilities will need to be part if this process. Granting of any Special Event Permit will be subject to City Council approval and issuance is not guaranteed.
6. The Rum River BMX Association shall implement and maintain an accounting system, which shall track all expenditures and revenues and shall provide a complete and accurate accounting to the City of Isanti on an annual basis. This information will be provided to the City of Isanti no later than May 1 following the completion of each calendar year, with the first such accounting to be provided on or before May 1, 2015
7. The Rum River BMX Association agrees to provide to the City of Isanti a current list of names and contact information each year for all officers and members of the Rum River BMX Association Board, and shall inform the City of Isanti in a timely manner of any changes in officers or directors names or address.
8. The Rum River BMX Association its successors and / assigns is committed to operating at 101 Isanti Parkway NW, Isanti, Minnesota for 40 years as referenced in the Lease Agreement to which this Exhibit D is attached and made a part hereof, and agrees to Amend its Bylaws to include language stating such.
9. The Rum River BMX Association agrees to amend its Bylaws prior to occupancy of the indoor BMX facility to be constructed to include language that prohibits current and future Rum River BMX Board Members from opening or operating or helping to open or operate another indoor facility for the purpose of BMX racing within a 100 mile radius of 101 Isanti Parkway NW, Isanti, Minnesota.
10. The City of Isanti does not grant exclusive use of City trails located on property described on Exhibit A of the Lease to Rum River BMX Association. Trails must be not be obstructed by activities conducted by Rum River BMX Association.

Exhibit D

Maintenance

In addition to general operating procedures and policy outlined above, specific responsibilities relating to maintenance of the 75,000 square foot indoor BMX facility to be constructed on Lot 1, Block 4, Isanti Centennial Complex (the "BMX Facility") and the surrounding property further described on Exhibit A of the Lease Agreement, for the City of Isanti and the Rum River BMX Association are defined below.

City of Isanti Responsibilities

- 1) The City agrees to plow the public parking lot directly west of the BMX Facility during park hours and for BMX events when the snow is in accumulation of 3" or more.
- 2) The City will be responsible for all mowing, fertilizing and maintenance of the grassy area located outside the BMX Facility, as depicted on Exhibit A of the Lease Agreement.

Rum River BMX Association Responsibilities

- 1) The Rum River BMX Association agrees to sole responsibility for the maintenance of all aspects of the BMX Facility, excluding structural and mechanical items relating to the building structure, and will keep it in good condition, reasonable wear and tear and damage by fire and the elements excepted.
- 2) Rum River BMX Association will keep the BMX Facility in an orderly, clean and sanitary condition as required by applicable laws and ordinances.
- 3) Rum River BMX Association will keep the exterior landscaping of the BMX Facility, including but not limited to flowers, shrubbery, decorative rock and woodchips, orderly and maintained as acceptable to the City.
- 4) Rum River BMX Association will be responsible for janitorial services for the North side restrooms of the BMX Facility and will keep them in a clean, sanitary condition with routine regular cleanings and such additional cleanings and maintenance as needed.
- 5) Rum River BMX Association will be responsible for stocking supplies to the North side restrooms of the BMX Facility.
- 6) Rum River BMX Association will be responsible for snow removal, including but not limited to shoveling the sidewalks, entry way and paths, of the BMX Facility excluding the public parking lot.
- 7) Rum River BMX Association will be responsible for all garbage removal and other general maintenance of the BMX Facility and the surrounding property further described on Exhibit A of the Lease Agreement including but not limited to garbage or trash found outside of receptacles on the above described property.
- 8) Rum River BMX Association will be responsible for all cleaning maintenance, stocking of supplies and general maintenance of the concession stand on North side of BMX Facility.
- 9) Rum River BMX Association agrees to securely lock the-South side restrooms and warming house room of the BMX Facility when not in use
- 10) Rum River BMX Association will be responsible for all interior maintenance of the BMX Facility associated with the track including but not limited to track repairs, mowing of turf, and turf repairs.

Exhibit D

- 11) All necessary equipment for track maintenance and/or operation and all storage of such equipment shall be the sole responsibility of the Rum River BMX Association.
- 12) The Rum River BMX Association will be responsible for stocking supplies, cleaning and maintenance of the South side restrooms within the BMX Facility.
- 13) The Rum River BMX Association will be responsible for all general and cleaning maintenance of the warming house on the South side of the BMX Facility.

Site Improvements

1. No improvements to the site shall be made by Rum River BMX Association without written consent by the City of Isanti. Improvements to the BMX track can be made without the consent of the City of Isanti provided the improvements meet Isanti City Code of Ordinances, City Zoning Ordinances and applicable state or federal laws.
2. All signs, whether temporary or permanent, shall require City approval, in accordance with the Zoning Ordinance. Sponsorship signs located on the inside of the BMX fencing facing the track and temporary welcome signs located inside the area of the BMX indoor facility are exempt from this provision. The City reserves the right to remove signs deemed inappropriate by the City Council. All signs visible from the outside of the building shall be subject to prior written approval of the City of Isanti. Naming rights for the facility and exterior signage placed by the City of Isanti on the outside of the building are the sole property and responsibility of the City of Isanti.
3. Notwithstanding any other provisions in the agreement to the contrary the City reserves the right to utilize and/or regulate the use of all, or any part of parking lot located on the Premises at any time for any purposes it deems appropriate. Rum River BMX Association shall not plow or maintain the parking lot unless written consent is given from the City of Isanti.

Mayor Jeff Johnson

ATTEST:

Jaden Strand
City Clerk

RUM RIVER BMX ASSOCIATION

By: 

Its: Association Board President

Date: 8-10-2022



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation and Events Coordinator
Date: August 16, 2022
Subject: Accepting donation for the dog park

Background:

There is a citizen who would like to make a donation to the dog park. He would like to supply the City of Isanti with a “Doggie Stick Library”. A Doggie Stick Library is a board where people can take or leave dog toys or sticks at the dog park. It is a similar concept to book libraries you see along sidewalks. The citizen will supply a 2’x8’ piece of vinyl coated plywood with deer antlers for hooks to hang sticks and toys from. The city will have vinyl lettering applied to the board. To preserve the life of the board it will be removed in the winter and placed in storage. The city will be able to remove the board permanently at the end of its useful life.

Recommendation:

At the July Park Board meeting the Board unanimously recommended to accept this donation.

Request:

Staff is requesting action on this item.

Attachments:

Res 2022-XXX – Parks – Accepting Donation to Isanti Dog Park
Sample Picture

RESOLUTION 2022-XXX

APPROVING DOG PARK DONATION

WHEREAS, a citizen has requested to donate a “Doggie Stick Library” board to the Isanti dog park; and,

WHEREAS, the citizen will provide a 2’x8’ piece of vinyl coated plywood, with deer antlers as hooks for hanging dog toys and sticks; and,

WHEREAS, the City of Isanti will have “Doggie Stick Library” and “Take One or Leave One” vinyl lettering installed on the library board; and,

WHEREAS, the City of Isanti will remove and store the library during the winter season to preserve the life of the library; and,

WHEREAS, the City of Isanti will have the right to permanently remove the library at the end of its useful life.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota accept this donation.

This Resolution is hereby approved by the Isanti City Council this 16th day of August 2022.

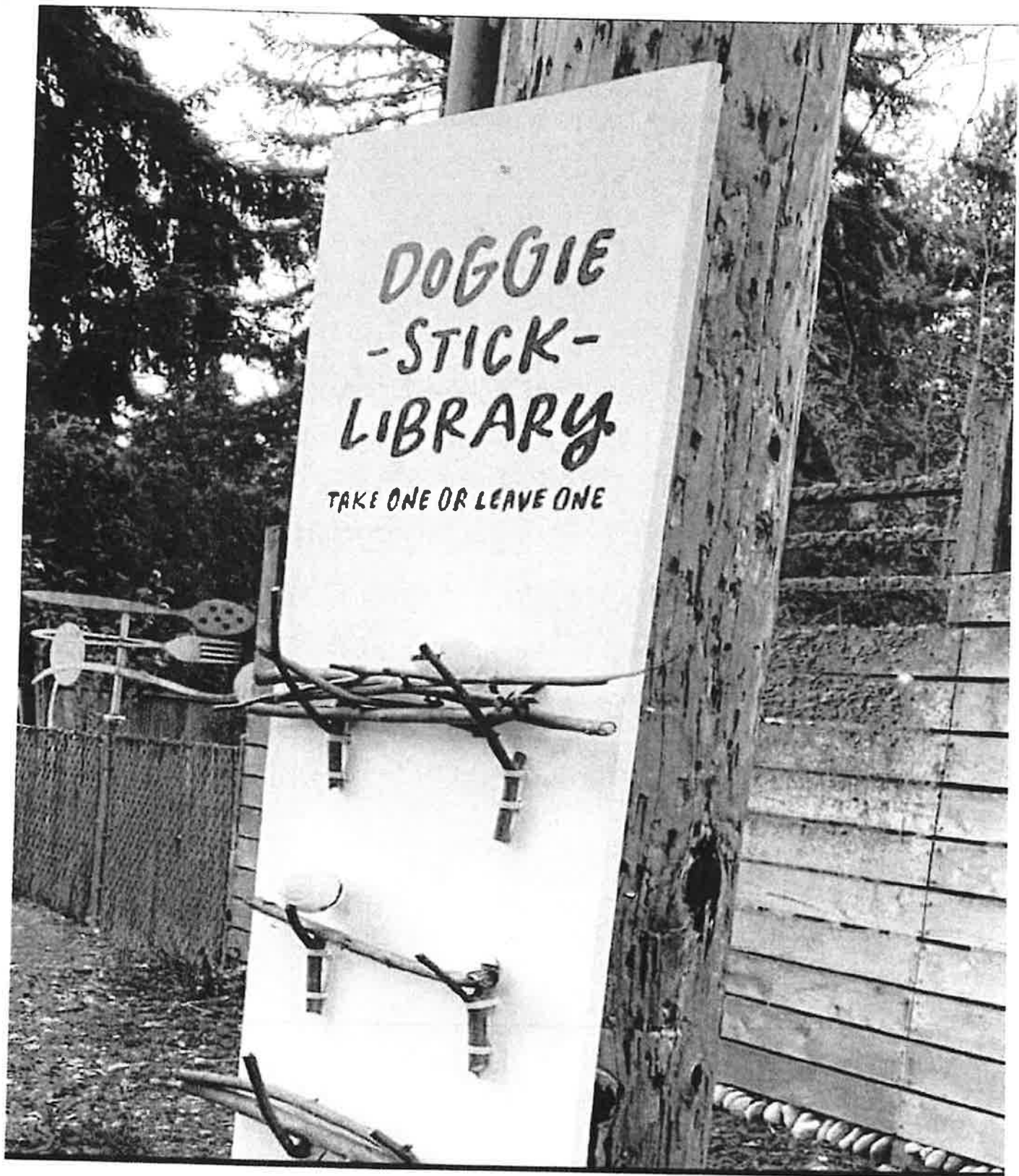
Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

DOGGIE -STICK- LIBRARY

TAKE ONE OR LEAVE ONE



Isanti Police Department

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



Memo

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Police Chief
Date: August 16th, 2022
Subject: DATA ACCESS AGREEMENT FOR RECORDS MANAGEMENT SYSTEM

Background:

Isanti utilizes a LETG records management system in cooperation with Isanti County. The Data Access Agreement for Records Management System identifies responsibility between both parties. This agreement has been reviewed by the City Attorney.

Recommendation:

Staff is requesting council approval to enter into the Data Access Agreement for Records Management System.

Attachments:

- Resolution 2022-XXX
- DATA ACCESS AGREEMENT FOR RECORDS MANAGEMENT SYSTEM

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

RESOLUTION 2022-XXX

**AUTHORIZING THE CITY OF ISANTI TO ENTER INTO DATA ACCESS
AGREEMENT FOR RECORDS MANAGEMENT SYSTEM**

WHEREAS, the Isanti Police Department utilizes a records management system in cooperation with Isanti County Sheriff; and,

WHEREAS, there is clear expectations from both parties when utilizing shared records management system; and,

WHEREAS, this agreement identifies the responsibilities of both parties in reference to the records management system; and,

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

1. Authorize staff to enter into Data Access Agreement for Records Management System agreement with the Isanti County Sheriff.
2. Authorize staff to sign related agreements.

This Resolution hereby approved by the Isanti City Council this 16th day of August 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk



Sheriff Christopher L. Caulk

Chief Deputy Lisa Lovering

Dedicated To Serve All The People

DATA ACCESS AGREEMENT FOR RECORDS MANAGEMENT SYSTEM

This Data Access Agreement for Record Management System (“Agreement”) dated _August 2, 2022_____, is by and between the Isanti County Sheriff’s Office (“ICSO”), on behalf of itself and the County of Isanti, and the City of Isanti Police Department (“IPD”), on behalf of itself, its personnel, and the City of Isanti.

WHEREAS, the Record Management System is a shared record information system for Records Data in Isanti County;

WHEREAS, pursuant to the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.82, subd. 24, a law enforcement agency may release any private or confidential data to any law enforcement agency if necessary for initiating, furthering, or completing an investigation (hereinafter, “law enforcement purposes”), except for not-public personnel data or Safe at Home participant data; and

WHEREAS, IPD is a law enforcement agency that wishes to share and access data, information, and records in the Record Management System as necessary for law enforcement purposes.

NOW, THEREFORE, IPD understands that by signing this Agreement, IPD and ICSO agrees to the following terms and condition so that IPD and its personnel may access Record Management System:

1. IPD may access, collect, and use data, information, and records in the Record Management System when necessary for law enforcement purposes. IPD’s access to the Record Management System is restricted to IPD personnel who need access for law enforcement purposes and performance of their job duties related to initiating, furthering, or completing investigations.
2. IPD and its personnel must not disclose or share any username, password, code, or other login information with anyone, except authorized IPD personnel to the extent that employee needs access to the Record Management System for law enforcement purposes.
3. IPD will not use any data, information, or records in the Record Management System for personal or non-law enforcement purposes. IPD is responsible for its and its employees’ access to and use of the Record Management System and any consequences or results from such access and use of the Record Management System. IPD and ICSO will not access each other’s not-public personnel data or Safe at Home participant data.

Isanti County Sheriff’s Office
2440 Main Street S • Cambridge, MN 55008
Phone: (763) 689-2141
Fax-Records/Civil Process: (763) 691-1319
Fax-Deputies/Patrol: (763) 691-1612

Isanti County Dispatch & Jail
509 – 18th Avenue SW • Cambridge, MN 55008
Phone: (763) 689-2141
Fax-Dispatch: (763) 689-3691
Fax-Jail: (763) 691-689-5381

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Equal Opportunity Employer



Sheriff Christopher L. Caulk

Chief Deputy Lisa Lovering

Dedicated To Serve All The People

4. IPD understands that any improper use or dissemination of data, information, or records in the Record Management System by IPD or any of its personnel is a violation of this Agreement and state and federal law and may result in the immediate suspension or cancellation of its access to the Record Management System and could result in criminal or civil penalties.

5. IPD must immediately report to ICSO any confirmed or suspected misuse of the Record Management System by any of its personnel. If necessary, ICSO will report any misuse to the appropriate law enforcement, government, or other authority. IPD's failure to report confirmed or suspected misuse of the Record Management System may result in suspension or cancellation of IPD's access to the Record Management System.

6. IPD must ensure that any access to the Record Management System by its personnel is protected and secure and that any data, information, or records they obtain from the Record Management System is protected and securely stored.

7. IPD must safely and securely destroy any and all data, information, or records from the Record Management System when no longer needed for law enforcement purposes and no longer subject to data retention policies or laws requiring preservation by IPD.

8. IPD is responsible for informing and training all of its personnel on the proper and legal use, storage, and dissemination of any data, information, or records in the Record Management System.

9. IPD must immediately terminate and disable access to the Record Management System by any individual who is no longer employed by IPD or no longer needs access to the Record Management System.

10. IPD and ICSO may allow each other to review and inspect any and all data, information, or records IPD or ICSO collects, uses, or maintains from the Record Management System upon each other's request for the purpose of confirming compliance with this Agreement.

11. IPD and ICSO must comply with the MGDPA and all other applicable state and federal laws that apply to the data accessed, created, collected, stored, used, maintained, or disseminated by IPD or ICSO under this Agreement.

12. ICSO and IPD may terminate this Agreement at any time and for any reason, with or without cause, upon 30 days' written notice to the other party.

IN WITNESS WHEREOF, ICSO and IPD have knowingly and voluntarily executed this Agreement as of the dates below.

Isanti County Sheriff's Office
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Sheriff Christopher L. Caulk

Chief Deputy Lisa Lovering

Dedicated To Serve All The People

CITY OF ISANTI

Dated: _____

Jeff Johnson, Mayor

Attest:

Jaden Strand, City Clerk

ISANTI COUNTY SHERIFF'S OFFICE

Dated: _____

Chris Caulk, Isanti County Sheriff

Isanti County Sheriff's Office
2440 Main Street S • Cambridge, MN 55008
Phone: (763) 689-2141
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RESOLUTION 2022-XXX

ACCEPTING RESIGNATION FOR PART-TIME LIQUOR STORE CLERK II DAVE CERNIUS

WHEREAS, Liquor Store Clerk II, Dave Cernius resigned from employment August 11, 2022; and,

WHEREAS, the effective date of the resignation is August 25, 2022; and,

WHEREAS, Dave Cernius is leaving employment in good standing as he did resign per current personnel policy;

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

1. That the resignation of Dave Cernius is hereby effective August 25, 2022.
2. That Human Resources Director and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 16th day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Isanti Police Department Monthly Report

July 2022

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	5	49
Assault	2	16
Vandalism/Damage to Property	6	17
Narcotics	4	23
Burglary	0	4
Domestics	5	24
Crim Sex	1	5
Robbery	0	0
Loud Party/Disturbance	17	55
Medical	45	277
Permit to Purchase	6	59
Security Check / Extra Patrol	400	3,159

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	12	87
DUI	1	6
Accidents	10	72
Hit & Run	1	6
Warrant P/U	1	31
Speed	7	52
DAR/DAS	20	147
Administrative Citations (Including Speed)	5	41

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	106,113	421	3,398
Ford Explorer 224	In the Shop	In the Shop	In the Shop
Ford F150 225	57,528	939	5,695
Chevy Impala 223	104,569	226	1,854
Dodge Durango 226	In the Shop	In the Shop	In the Shop
Dodge Durango 227	56,508	1,230	8,064
Dodge Durango 228	37,026	1,897	9,384
Chevy Tahoe 229	23,371	962	8,805
Dodge Charger 230	11,918	1,475	9,945

CEZT REPORT JULY 2022													
TOTAL CASES THIS YEAR AT END OF MONTH													
NEW CASES THIS MONTH													
CARRIED FORWARD FROM PREVIOUS MONTH													
NEW CASES + CARRIED FWD													
CLOSED THIS MONTH													
ACTIVE END OF MONTH (NOT INCL CITATIONS)													
CAN - Prohibited Animals/87.1													
CCV - Comm Vehicle storage/227-9/10													
CDO - Dogs													
CPA - Park & Store/227-8													
CSN - Snow Removal/216-2-Q													
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H2O - Water Restrictions/325-17-C													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage/216-4-L													
NGR - Grass/Weed Length/216-2-H													
Nuisance Junk/Rubbish/216-2-L													
NOX - Noxious Weeds													
NUV - Unlicensed Vehicle or expired tabs/216-2-L													
ZAC - Accessory Building /445, SEC 6, SUB 6, C													
ZFE - Fence/216-4-A-(16)													
Zoning/ § 445 Section 15, Subdivision. 5-C-4.													
Other/216-4-A-(4)													
Other/445- Sec 7: Art 2: Sub 4													
MISDEMEANOR CITATIONS ISSUED THIS MONTH													
ACTIVE CITATIONS END OF MONTH													
COMPLIANCE LETTERS MAILED THIS MONTH													
ABATED PROPERTIES THIS MONTH													

M.2.

July 2022

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	10	68	\$0.00	\$0.00	\$10.00	\$10.00	\$800.00	\$5,840.00		
DECK	4	19	\$0.00	\$0.00	\$4.00	\$4.00	\$1,200.00	\$5,482.50		
LL FINISH	0	13	\$0.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$3,738.00		
REMODEL / ADDITION	0	6	\$0.00	\$255,000.00	\$0.00	\$0.00	\$0.00	\$4,725.70		
GARAGE / SHED	0	1	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$697.95		
MISCELLANEOUS	12	126	\$4,000.00	\$4,000.00	\$13.00	\$13.00	\$1,367.88	\$13,688.88		
SINGLE DWELLINGS	4	45	\$769,328.69	\$10,215,056.24	\$405.16	\$405.16	\$10,648.90	\$130,005.10		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	8	85	\$0.00	\$0.00	\$8.00	\$8.00	\$600.00	\$6,375.00		
PLUMBING	9	70	\$0.00	\$0.00	\$9.00	\$9.00	\$686.00	\$5,660.00		
RESIDENTIAL TOTAL	47	433	\$773,328.69	\$10,724,056.24	\$449.16	\$449.16	\$15,302.78	\$176,213.13		
COMMERCIAL										
NEW BUILDINGS	0	2	\$0.00	\$1,711,477.00	\$0.00	\$0.00	\$0.00	\$12,619.20		
REMODEL / ADDITION	1	4	\$5,000.00	\$16,500.00	\$2.50	\$2.50	\$202.95	\$1,279.95		
PLUMBING	0	9	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$1,187.00		
MECHANICAL	0	4	\$0.00	\$114,612.00	\$0.00	\$0.00	\$0.00	\$3,126.65		
ROOF / SIDING	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MISCELLANEOUS	1	21	\$0.00	\$3,688.00	\$1.00	\$1.00	\$80.00	\$6,340.41		
COMMERCIAL TOTAL	2	40	\$5,000.00	\$1,858,777.00	\$3.50	\$3.50	\$282.95	\$24,553.21		
RESIDENTIAL / COMMERCIAL TOTAL	49	473	\$778,328.69	\$12,582,833.24	\$452.66	\$452.66	\$15,585.73	\$200,766.34	\$26,772.00	\$321,264.00

YEARLY BUILDING PERMIT COMPARISONS

THRU 7/31/2022

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	260	20	0	0	\$5,304,597.06	\$93,027.63	\$135,711.00
2016	368	46	0	3	\$14,815,494.41	\$206,651.69	\$481,853.88
2017	411	55	0	1	\$10,163,685.50	\$173,863.21	\$407,428.80
2018	413	54	0	2	\$15,256,115.79	\$236,982.68	\$328,654.00
2019	448	57	0	1	\$12,796,465.64	\$214,459.63	\$317,760.00
2020	402	49	0	0	\$9,652,701.88	\$179,633.32	\$273,018.00
2021	548	45	0	1	\$11,479,124.00	\$186,906.85	\$292,946.00
2022	473	45	0	2	\$12,582,833.24	\$200,766.34	\$321,264.00

MONTHLY COMPARISON FOR 2022

Month	# Permits	Permit Value	Permit Fees
January	41	\$1,368,234.21	\$18,181.30
February	56	\$1,465,212.46	\$26,286.00
March	55	\$1,397,062.55	\$20,450.60
April	80	\$3,069,173.27	\$41,630.00
May	104	\$2,762,554.76	\$48,291.90
June	88	\$1,742,267.30	\$30,340.81
July	49	\$778,328.69	\$15,585.73
August	0	\$0.00	\$0.00
September	0	\$0.00	\$0.00
October	0	\$0.00	\$0.00
November	0	\$0.00	\$0.00
December	0	\$0.00	\$0.00
Totals	473	\$12,582,833.24	\$200,766.34



**BOLTON
& MENK**

Real People. Real Solutions.

M.4.
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

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

MEMORANDUM

Date: August 10, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Project Status Report
Project No.: 0R1.126218

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

1) 2022 Pavement Management Project

This project is scheduled to be completed in August.

2) Brookview South 1-4 Addition Rehabilitation

Punchlist items will be completed this month.

3) Heritage Blvd & 8th Avenue Pedestrian Crossing

We have submitted the concept layout and cost estimate to the County for review.

4) Legacy Pines 3rd Addition

Punchlist items will be completed this month.

5) Fairway Greens North Development 1st & 2nd Addition

This project is substantially complete. Punchlist items will be completed this month.

6) Fairway Greens South Development

The owner has requested to extend the deadline to record the plat to this fall.

7) MS4 Implementation

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

8) Main Street Reconstruction

This project is complete.

Please contact me if you have any questions.