

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, AUGUST 18, 2020 – 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 Awards

G. Approve City Council Minutes

- 1. August 5, 2020- Regular Meeting of the City Council
- 2. August 5, 2020- Budget Work Session
- 3. June 16, 2020- Planning Commission
- 4. July 7, 2020- Economic Development Authority

H. Announcements

- 1. Park, Recreation, & Culture Board Meeting Tuesday, August 25, 2020 at 6:00 p.m.
- 2. City Council Meeting Tuesday, September 1, 2020 at 7:00 p.m.
- 3. EDA Meeting Tuesday, September 1, 2020
(Following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

Sheila Sellman Community Development

- 1. 105 Rail Road Ave Discussion
- 2. Amendment to the Development and Subsidy Agreement for B. P. Metals LLC.

Josi Wood City Administrator

- 3. Resolution 2020-XXX Approving a Special Event Application for Rum River BMX to Host 2020 Detroit Lakes (DL) 412 MN State Qualifier Event *(Larry Merchlewitz)*
- 4. Resolution 2020-XXX Approving a Special Event Application for BMX 2020 Race for Life, DK Gold Cup Qualifier and MN State Qualifier Event *(Larry Merchlewitz)*

L. Approve Consent Agenda

- 1. Accounts Payable in the Amount of \$286,119.60, Payroll in the Amount of \$106,509.41
- 2. Approval of Revised Preparedness Plan to Include Face Covering Requirements
- 3. Resolution 2020-XXX Approving Minor Development Agreement for Serenity Circle
- 4. Resolution 2020-XXX Approving the Development Agreement for Legacy Pines 3rd Addition
- 5. Resolution 2020-XXX Offering the Position of Part-Time Liquor Store Clerk to Brian Williams

M. Other Communications

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

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING
WEDNESDAY, AUGUST 5, 2020 – 7:00 P.M.
CITY HALL**

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

The Pledge of Allegiance was recited.

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

Staff Present: City Administrator Josi Wood, Human Resources/ City Clerk Katie Brooks, Chief of Police Travis Muyres, Finance Director Mike Betker and Community Development Specialist Sheila Sellman

D. Public Comment

None

E. Adopt Agenda

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

F. Proclamations/Commendations/Certificate Award

1. \$1,000 Donation for the Maintenance and Improvements at the Isanti Redbirds Baseball Field
Mayor Johnson shared that Richard and Donna Humphrey have made a donation for maintenance and improvements at the Isanti Redbirds Baseball Field.
2. Employers Week
Mayor Johnson read the proclamation and encouraged business owners and employees to attend the Annual Mayor's Employers Celebration Day on August 12, 2020.

G. Approve City Council Minutes

1. July 21, 2020- Regular Meeting of the City Council
2. July 21, 2020- Committee of the Whole Meeting
3. July 21, 2020- Budget Work Session Meeting
4. June 23, 2020- Parks, Recreation and Culture Board Meeting

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

H. Announcements

- | | |
|--------------------------------|---------------------------------------|
| 1. Committee of the Whole | Tuesday, August 18, 2020 at 5:00 p.m. |
| 2. City Council Meeting | Tuesday, August 18, 2020 at 7:00 p.m. |
| 3. Planning Commission Meeting | Tuesday, August 18, 2020 |

(Immediately following the City Council Meeting)

I. Council Committee Reports

Councilmember Paul Bergley responded to "Stranger Times" article in the Isanti Chisago County Star and stated that all police officers should be judged on their own merits.

J. Public Hearings

1. Resolution 2020-XXX To Authorize Nuisance Abatement for Property Located at 105 Rail Road Ave
Community Development Director Sheila Sellman shared that building inspector Karl from MNSPECT, visited 105 Rail Road Ave earlier in the day and the Fascia is not complete as well as the siding has not been sealed and per code for the type of siding. Sellman continued to share that at the last council meeting and public hearing, council opted to postpone until tonight's meeting.

Mayor Johnson opened the public hearing at 7:11 p.m.

Mary and Mike Colbaugh shared that the building inspector told them they did not have to seal the siding.

Councilmember Steve Lundeen asked how soon property owners Mary and Mike could have the building caulked and sealed.

Mary and Mike Colbaugh responded they could have the work done in two weeks.

Lundeen stated that it would be best to contact MNSPECT and ask what needs to be done so it can be completed in two weeks.

Sellman stated she agreed that contacting MNSPECT and asking what needs to be done in order to be signed off would be best.

Johnson recommended calling first thing in the morning.

Mayor Johnson closed the public hearing at 7:30 p.m.

Motion by Lundeen, second by Bergley to not take action to abate the property but to allow completion of work until the August 18th city council meeting. Motion passed 4-1 with Collison voting nay. Motion carried.

K. Business Items

1. City Santa Event Discussion

Parks, Recreation and Culture (PRC) Manager Jenny Garvey shared that at the January 27th Goal Setting meeting she had presented new programs and events for council to consider. One of the events included a breakfast for Santa event, but there was no solid direction for staff for the type of event. Currently, the PRC Manager hosts a monthly movie from November through March. One option could be a Santa visit at the December movie as it is usually a holiday themed movie. Garvey continued to share that the cost for a Santa to be at an event is approximately \$600 for 2 hours and miscellaneous supplies and items could be approximately \$100. This projected cost does not include staff time so the approximated cost would be about \$700.

City Administrator Josi Wood shared that it is through a certified reputable company that does background checks and carries their own liability insurance.

Councilmember Gordon stated there is a lot of places around the area and town that do a similar type event.

Wood asked if the funds would be coming from the parks budget.

Garvey stated the funds are within the parks budget.

Motion by Lundeen, second by Bergley to move forward with Santa event. Motion passed 5-0. Motion carried.

Community Development Director Sheila Sellman

2. Ordinance 2020-737 Amending the City Zoning Code, Ordinance 445, Section 3, Subd 2 Zoning Map

Community Development Director Sheila Sellman shared that this is stemming from the creation of the R-1A District where properties were rezoned. This is to amend the map in order to rezone those properties.

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

3. Resolution 2020-146 Approving a Site Plan Agreement for an Office at 201 Main Street

Community Development Director Sheila Sellman shared that the resolution needed to be changed to approve only the site plan. The minor development agreement cannot be approved as there are some conditions that need to be met and the city attorney is working on the agreement so the minor development agreement. The

development agreement will come back to the August 18th meeting so the site plan agreement is what is being approved tonight.

Motion by Lundeen, second by Bergley to approve site plan agreement. Motion passed 5-0. Motion carried.

L. Approve Consent Agenda

1. Accounts Payable in the Amount of \$609,524.92 Payroll in the Amount of \$102,959.89
2. **Resolution 2020-147** Approving Applications for Exempt Gambling Permits for Rum River BMX 50/50 Raffles
3. Approving Amended Isanti County Election Equipment Plan
4. Approving Notice to the Paper for City Hall Used Chairs

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

M. Other Communications

1. Draft Minutes from the July 28, 2020 Parks, Recreation and Culture Board Meeting

Adjournment

Motion to adjourn by Bergley, second by Collison. Motion passed 5-0. Motion carried. The meeting was adjourned at 7:45 p.m.

Respectfully Submitted,

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

Jaden Moore
Deputy City Clerk/ Human Resources

**MINUTES
CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION
WEDNESDAY, AUGUST 5, 2020**

(Immediately following EDA Meeting which follows the 7:00 p.m. City Council Meeting)
CITY HALL

Mayor Johnson called the meeting to order at 8:03 p.m.

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

Staff Present: City Administrator Josi Wood, Finance Director Mike Betker, Assistant Finance Director Pam Dahlheimer and Chief of Police Travis Muyres

D. Public Comment

None

E. Adopt Agenda

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

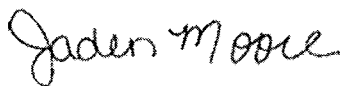
F. Work Session Items

The Preliminary budget was reviewed and discussed.

Adjournment

Motion by Lundeen, second by Bergley to adjourn. Motion passed 5-0. Motion carried. The Budget Work Session meeting adjourned at 8:21 p.m.

Respectfully Submitted,



Jaden Moore
Deputy City Clerk/ Human Resources

**CITY OF ISANTI
PLANNING COMMISSION MEETING
TUESDAY, JUNE 16, 2020**

1. Meeting Opening

- A. Call to Order: Chair Johnson called the meeting to order at 7:45pm
- B. Pledge of Allegiance
- C. Roll Call: Members present: Jeff Johnson, Dan Collison, Steve Lundeen, Jimmy Gordan, Paul Bergley, Arissya Simon, Alexander Collins.
Members Absent: None
Staff present: Community Development Director Sheila Sellman, Community Development Specialist Ryan Saltis
- D. Agenda Modifications: None

2. Meeting Minutes

- A. Approval of Minutes from May 19, 2020 Planning Commission Meeting motion by Collison, second by Bergley motion passes 7-0.

3. Public Hearing

- A. Request by Dylan Investments LLC for a Conditional Use Permit under City Ordinance 445, Section 11, Article 5, Subd 4. said request is for a Drive-thru at 801 Highway 65 PID 16.020.1100. Sellman explained that the current owners of the building located at 801 Highway 65 have applied for a conditional use permit to install two drive-thru windows, one on the north side of the building and one on the southeast side. One of these windows will be for future tenants of the building. The request meets all of the CUP requirements, and the requirements set by the B-2 Zoning District. Dennis Buchanan, the owner of the business was present at the meeting, and spoke to the Planning Commission, answering questions regarding accessibility to the store and the opportunities this would give to his customers and future tenants to the building. No one from the public spoke on this item at the public hearing. Motion by Gordon, second by Lundeen to approve the CUP, motion passed 7-0.
- B. Request from Scott Boecker for a Conditional Use Permit under City Ordinance 445, Section 7, Article 1, Subd 3. Said request is for commercial recreation at 16 Main St W PID 16.050.0490. Commercial Recreation is permitted in the B-1 Central Business District as a Conditional Use. For the intended use of an indoor playground for kids, the proposed business would need a Conditional Use Permit to operate in the city. Scott Boecker, the new owner of the former Family Pathways building located at 16 Main St W was present at the meeting to answer questions from the Planning Commission and to describe his plans for the business. No one from the public spoke at the public hearing. Motion by Collison, second by Collins to approve the CUP for Commercial Recreation, motion passed 7-0.

- C. Request from Falcon National Bank for a variance to the sign standards section 16 subd 5 c for an additional freestanding sign at 905 6th Ave Ct NE PID 16.113.0010. Sellman explained that Falcon National Bank is in the B-2 Highway 65 Zoning Overlay District, which has their own sign code requirements that businesses must follow. Falcon Bank has proposed an additional freestanding sign of 12 square feet to direct traffic to the business coming off of Highway 65. No one from the public spoke on this item at the public hearing. Motion by Lundeen, second by Bergley to approve the variance, motion passed 7-0.
- D. Request by Everpine Landholding LLC for a Preliminary Plat, Final Plat and PUD Amendment for property legally described as outlot A Legacy Pines 2nd Addition, Isanti County, Isanti Minnesota. Sellman explained that this Addition to Legacy Pines will include 96 single-family lots which will complete the development as a whole. There will be three phases for the project, with Phase 1 including 28 lots, Phase 2 with 32 lots and Phase 3 with 34 lots. The request for a PUD amendment is for side setbacks of 7.5 feet instead of the required 10-foot setbacks per the Planned Unit Development standards. No one from the public spoke on this item at the public hearing. Motion by Collison, second by Lundeen to approve the Preliminary Plat, Final Plat and PUD Amendment, motion passed 7-0.
- E. Ordinance Amending the City Zoning Code, Ordinance 445, Section 13, Article 4, Subd 1(d) accessory structure location. Saltis explained that the current requirements for the location of accessory structures in relation to the principal structure on a property is 10 ft. Staff suggested removing this requirement and replacing it with the proposed language "Separation between the accessory structure and the principal building (if detached) shall meet building code requirements." The current building code states that accessory structures shall be setback from principal structures 3 ft. No one from the public spoke on the item at the public hearing. Motion by Lundeen, second by Simon to approve the ordinance amendment, motion passed 7-0.
- F. Ordinance Amending the City Zoning Code, Ordinance 445, Section 3, Subd 1 zoning districts and Section 6 adding R-1A Rural Residential zoning district. Sellman described the proposed R-1A Rural Residential zoning district to include properties annexed by the city and properties in town south of Palomino Rd that are over 1 acre in size. By creating a new zoning district, this would enable these properties to have flexibility for driveways and vehicle/trailer parking requirements. The proposed ordinance would allow existing driveways to remain unpaved and allow 7 vehicles/trailers/recreational vehicles to be parked outside. No one from the public spoke on the item at the public hearing. Motion by Lundeen, second by Bergley to approve the ordinance amendment, motion passed 7-0.

- G. Ordinance Amending the City Zoning Code, Ordinance 446, Section 15 Subd E fence setbacks. Saltis described the proposed ordinance amendment to remove the requirement for privacy fences to be located a minimum of 15 feet from any street right-of-way. The City Code states that a right-of-way includes sidewalks, meaning that privacy fences must be placed 15 feet from a sidewalk. The proposed ordinance would allow homeowners to place a privacy fence up to a right-of-way in order to gain more usable yard space. The commission recommended that privacy fences shall be located at a minimum of two feet from a sidewalk to prevent snow build up in the winter caused by the fences along city streets and sidewalks. Motion by Lundeen to allow privacy fences to be placed a minimum of 2 ft from a sidewalk and amend the ordinance accordingly, second by Collison, motion passed 7-0.

4. Other Business: None

5. Discussion Item: None

6. Adjournment: Motion by Collison, 2nd by Lundeen to adjourn, motion passed 7-0 meeting adjourned at 8:41 pm.

Respectfully submitted by Ryan Saltis, Community Development Specialist

Economic Development Authority
Minutes
July 7, 2020

1. **Call to Order:** Chair Johnson called the meeting to order at 8:36pm
 - a. **Pledge of Allegiance**
 - b. **Roll Call:** Members present: Jeff Johnson, Steve Lundeen, Jimmy Gordon, Paul Bergley, Dan Collison, Justin Neilson, Luke Merrill. Staff present: Community Development Director Sheila Sellman, City Administrator Josi Wood.
 - c. **Agenda Modifications:** None
2. **Approval of the Agenda:** Motion by Collison, Second by Lundeen to approve the agenda, motion passed 7-0.
3. **Approve Minutes of June 2, 2020 Regular Economic Development Authority Meeting:** Motion by Merrill, second by Bergley to approve, motion passed 7-0.
4. **Business Items**
 - a. **Resolution 2020-XXX authorizing Nagel Appraisal to do an appraisal update for EDA Land in an amount not to exceed \$800:** Sellman explained that the EDA approved an updated appraisal in the amount of \$500. After seeking three bids Nagel Appraisals bid \$800 for an update the other bids were over \$1,000. Motion by Collison, second by Merrill to approve the resolution, motion passed 7-0
5. **Other Business / Updates / Communications:** Sellman gave business updates and discussed a potential buyer for the EDA 2.5-acre lot, more information will be forthcoming.
6. **Adjournment:** Motion by Collison, second by Lundeen to adjourn, motion passed 7-0 adjourned at 8:45pm.

Respectfully Submitted
Sheila Sellman, EDA Secretary, Community Development Director



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: August 18, 2020
Subject: 105 Rail Road Ave Discussion

Background:

At the July 7, 2020 City Council meeting the Council postponed the public hearing to the August 5, 2020 meeting for consideration of nuisance abatement for 105 Rail Road Ave. At the August 5, 2020 Council meeting the Council closed the public hearing and gave the owner until August 18, 2020 to complete the repairs.

At the time of this memo the following items are outstanding: inspection of the insulation and vapor barrier and then the final inspection to close out the permit.

Request:

Staff seeks direction on this item

Attachments:

- None

A Community For Generations.



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: August 18, 2020
Subject: Amendment to the Development and Subsidy Agreement – B. P. Metals LLC

Background:

The City entered into a Development Agreement with BP Metals Inc. in March 2020 for the development and sale of EDA owned land. The agreement required BP Metals to provide 20 jobs withing 2 years from the date of the agreement.

BP Metals is requesting an Amendment to the Development and Subsidy Agreement to reduce the number of jobs to 15. Due to the COVID-19 Pandemic BP Metals has had to lay-off some people and will not be able to employ 20 people in the next to years. In addition to the job requirement change, staff recommends amending the agreement to list B. P. Metals LLC as the developer rather than BP Metals INC, as the business is actually registered with the State as the LLC. The city attorney has reviewed the request and the amendment and has no issues with the changes.

Request:

Consider Amendment to the development and subsidy agreement

Attachments:

- Amendment to the Development and Subsidy Agreement

CITY OF ISANTI
AMENDMENT TO THE
DEVELOPMENT AGREEMENT AND SUBSIDY AGREEMENT FOR
B.P. Metals, LLC

This Amendment is by and between the City of Isanti, a Minnesota municipal corporation, and B. P. Metals, LLC, a Minnesota limited liability company, and amends the Development and Subsidy Agreement – dated March 4, 2020, by and between the City of Isanti BP Metals Inc.

Recitals

- A. The City and BP Metals Inc (hereinafter “the developer”) entered into the Development and Subsidy Agreement (hereinafter the “Agreement”) for the sale and development of EDA owned land.
- B. The agreement listed the developer as BP Metals Inc, and the state registered name is B.P. Metals LLC.
- C. Pursuant to Section 10 c of the Agreement required the developer to create a minimum of 20 full-time, or full-time equivalent, jobs within two years of the date of the agreement.
- D. Due to the COVID-19 Pandemic B. P. Metals LLC had to lay-off some employees and have requested to lower the employment count to 15 employees.

Agreement

In consideration of the mutual promises set forth below, and other good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

- 1. The above recitals are incorporated herein as if fully set forth.
- 2. The City accepts the name modification to B. P. Metals LLC.
- 3. The City accepts the reduction of jobs to 15 full-time, or full-time equivalent.
- 4. Section 10(c) of the Agreement is hereby modified by replacing BP Metals, Inc. with B. P. Metals LLC and to reduce the number of required jobs to 15.
- 5. This amendment is effective August 18, 2020.
- 6. All other terms of the Development Agreement not modified by this Amendment shall remain in effect as originally stated.

CITY OF ISANTI

By: _____
Jeff Johnson, Mayor

Attest:

Katie Brooks, City Clerk/Human Resources

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

This instrument was acknowledged before me on this ____ day of August, 2020, by Jeff Johnson and Katie Brooks as Mayor and City Clerk/Human Resources of the City of Isanti, respectively, on behalf of the City.

Notary Public

B. P. Metals LLC

Blake Pendzimas, Owner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me by Blake Pendzimas as owner of B. P. Metals, LLC, on behalf of that Minnesota limited liability company.

Notary Public



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jenny Garvey - Parks, Recreation and Culture Manager
Date: August 18, 2020
Subject: Resolution Approving a Special Event Application for Rum River BMX to host Detroit Lakes (DL) 412 Mn State Qualifier

Background

The City has received an application for the upcoming special event planned for the Rum River BMX Association to host the DL 412 MN State Qualifier. This event is scheduled for Sunday, October 4th from 7:00 a.m. to 5:00 p.m. Rum River BMX estimates the number of individuals in attendance is 600. Portable restroom facilities will be provided by the Association for the event, and the organization is responsible for clean-up of the outside areas. Team canopies may be put up on the grass outside the arena (to the east and south), all canopies must use weights to secure canopies, the Association will notify participants to not use stakes to protect the irrigation lines. The Association is planning for spectator parking to take place at the Indoor Arena and within the Bluebird Park lots as overflow parking, along with the soccer field parking lot. Event camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement, and the fees for this event will be \$5/day for cars and trucks and \$25/weekend for RVs. The standard public addressing system would be used throughout the event. Association is not requesting that any roads be closed. A portion of the race fees collected on Saturday will benefit the Cancer Society.

Attachments

- Resolution 2020-XXX
- Special Event Application
 - Application Form
 - Site Map
 - Release and Indemnification Agreement

RESOLUTION 2020-XXX

**APPROVING A SPECIAL EVENT APPLICATION FOR
RUM RIVER BMX TO HOST 2020 DETROIT LAKES (DL) 412 MN STATE QUALIFIER EVENT**

WHEREAS, the Rum River BMX Association submitted a Special Event application requesting approval to host the DL 412 MN State Qualifier; and,

WHEREAS, the event is scheduled to take place on Sunday, October 4th from 7:00 a.m. to 5:00 p.m. at the Isanti Indoor Arena located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance is 600; and,

WHEREAS, the canopy users must use weights and not stakes in the ground to secure canopies; and,

WHEREAS, the applicant is required to provide additional portable restroom facilities for the event, in which the applicant will be contacting its current supplier to do so prior to the event; and,

WHEREAS, event camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement, and the fees for this event will be \$5/day for cars and trucks and \$25/weekend for RVs; and,

WHEREAS, overflow parking will occur in the paved lots at Bluebird Park, and the Soccer field parking lot, and there will be no fees for this use; and,

WHEREAS, the south and east sides of the Isanti Indoor Arena will be reserved for team canopies and event activities;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the Special Event Permit request for the 2020 DL 412 MN State Qualifier race event with the following conditions:

- No signage shall be posted for the event, unless allowed under Zoning Ordinance section 16, or a Temporary Sign Permit Application and fee are submitted.

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 was duly adopted by the Isanti City Council this 18th day of August, 2020.

Attest:

Jeff Johnson
Mayor

Katie Brooks
Human Resources/City Clerk



SPECIAL EVENT PERMIT APPLICATION

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

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

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

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

Check all that apply:

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

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

SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 7/17/2020

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Larry Merchlewitz

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

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

E-mail: [REDACTED]

Secondary Contact Person: Melissa Krabbe

Address: [REDACTED]

City: [REDACTED]

Phone: [REDACTED] Cell: [REDACTED] E-mail: [REDACTED]

EVENT INFORMATION

Event Name: DL 412 Bmx Minnesota State Qualifier

Date(s) of Event: Oct 4th 2020

Hours of Event: Sunday 7:00am-5:00pm

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

Describe Event (List all activities. Provide flyer or other marketing materials as available.):

Minnesota State Qualifier is a qualifier for the Minnesota State series. Due to Covid restriction in the city of Detroit Lakes. Rum River Bmx is hosting the qualifying round for DL 412 Bmx.

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

Isanti Indoor Arena. Grass area to the south, east & west may be used for team canopies.

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

600 people per day

Parking Impact – Describe in detail:

Parking will be on paved surface parking lots (except for the Dog Park). There will be camping & paid parking on grass area to the south per agreement between RRBMX & City of Isanti. Some over flow may be at the Bluebird Park parking lot or Skateboard Park parking lot.

Tents, equipment, amusement rides, etc.

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

Size: 12'x12' up to 24'x24'

Location: South and east sides of the building. Depending on weather.

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

Off duty first responders will be on hand. Allina Heath Services Ambulance may be on site, unless they need to respond to another call.

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

No street closures are required.

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, five portable bathrooms will be added around the outside of the building.

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 & DL 412 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: per email

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: per email

Public Services Director

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

Community Events & Parks Coordinator

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

Community Development Director

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

City Administrator

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

City Council

☐ Approved ☐ Denied

Date of Review: _____



Isanti Parkway Northwest

1st Avenue Northwest

Clifford Park




Bluebird Park

1st Avenue Northwest

1st Avenue Northwest



Rum River BMX

| | |
|---|--------------------------------------|
|  | Parking (Free) |
|  | Parking (Paid) Cars, RVs, Camping |
|  | Canopies |

Google



**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

**-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:

DL 412 Bmx MN State Series qualifier located at the Isanti Indoor Arena on Oct 4th,
2020

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:
BMX pedal bike racing.

(Special Events Holder Initials Here) jm

- 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) jm

- 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) AM

- 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) AM

- 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) AM

- 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) AM

- 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) AM

City of Isanti

110 1st Avenue NW • PO Box 428 • Isanti, MN 55040 • Phone (763) 444-5512 • Fax (763) 444-5560

- 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) SM

- 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) SM

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:

Rum River BMX Association

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

Name Larry Merchlewitz

Title Community Outreach Director

Signature Larry Merchlewitz

Date 7/10/2020



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Jenny Garvey - Parks, Recreation and Culture Manager
Date: August 18, 2020
Subject: Resolution Approving a Special Event Application for BMX 2020 Race for Life, DK Gold Cup Qualifier and Mn State Qualifier

Background

The City has received an application for the upcoming special event planned for the Rum River BMX Association. The Race for Life, DK Gold Cup Qualifier and MN State Qualifier weekend is scheduled for August 27-30, 2020. Hours of the event are Thursday August 27th from 4:00 p.m. to 8:00 p.m., Friday August 28th from 6:00 p.m. to 9:00 p.m., Saturday August 29th from 10:00 a.m. to 6:00 p.m. and Sunday August 30th from 7:00 a.m. to 5:00 p.m. Rum River BMX estimates the number of individuals in attendance is 800 per day. Portable restroom facilities will be provided by the Association for the event, and the organization is responsible for clean-up of the outside areas. Team canopies may be put up on the grass outside the arena (to the east and south), all canopies must use weights to secure canopies, the Association will notify participants to not use stakes to protect the irrigation lines. The Association is planning for spectator parking to take place at the Indoor Arena and within the Bluebird Park lots as overflow parking, along with the soccer field parking lot. Event camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement, and the fees for this event will be \$5/day for cars and trucks and \$25/weekend for RVs. The standard public addressing system would be used throughout the event. Association is not requesting that any roads be closed. A portion of the race fees collected on Saturday will benefit the Cancer Society.

Attachments

- Resolution 2020-XXX
- Special Event Application
 - Application Form
 - Site Map
 - Release and Indemnification Agreement

RESOLUTION 2020-XXX

APPROVING A SPECIAL EVENT APPLICATION FOR BMX 2020 RACE FOR LIFE, DK GOLD CUP QUALIFIER AND MN STATE QUALIFIER EVENT

WHEREAS, the Rum River BMX Association submitted a Special Event application requesting approval to host the Race for Life, DK Gold Cup Qualifier and MN State Qualifier; and,

WHEREAS, the event is scheduled to take place on Thursday August 27th from 4:00 p.m. to 8:00 p.m., Friday August 28th from 6:00 p.m. to 9:00 p.m., Saturday August 29th from 10:00 a.m. to 6:00 p.m. and Sunday August 30th from 7:00 a.m. to 5:00 p.m. at the Isanti Indoor Arena located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance is 800 per day; and,

WHEREAS, the canopy users must use weights and not stakes in the ground to secure canopies; and,

WHEREAS, the applicant is required to provide additional portable restroom facilities for the event, in which the applicant will be contacting its current supplier to do so prior to the event; and,

WHEREAS, event camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement, and the fees for this event will be \$5/day for cars and trucks and \$25/weekend for RVs; and,

WHEREAS, overflow parking will occur in the paved lots at Bluebird Park, and the Soccer field parking lot, and there will be no fees for this use; and,

WHEREAS, the south and east sides of the Isanti Indoor Arena will be reserved for team canopies and event activities;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the Special Event Permit request for the 2020 Race for Life, DK Gold Cup Qualifier and MN State Qualifier race event with the following conditions:

- No signage shall be posted for the event, unless allowed under Zoning Ordinance section 16, or a Temporary Sign Permit Application and fee are submitted.

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 was duly adopted by the Isanti City Council this 18th day of August, 2020.

Attest:

Jeff Johnson
Mayor

Katie Brooks
Human Resources/City Clerk



SPECIAL EVENT PERMIT APPLICATION

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

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

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

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

Check all that apply:

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

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

SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 7/7/2020

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Larry Merchlewitz

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

Phone: [REDACTED]

E-mail: Larry@rumriverbmx.com

Secondary Contact Person: Sean Wilson

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

Phone: [REDACTED]

EVENT INFORMATION

Event Name: Race for Life, DK Gold Cup Qualifier & MN. State Qualifier

Date(s) of Event: August 27 thru August 30th 2020

Hours of Event: Thurs. 4-8pm, Fri. 6-9pm, Sat. 10am-6pm & Sun. 7am-5pm

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

Describe Event (List all activities. Provide flyer or other marketing materials as available.):

Three day race. Race for life entry fees go to raise money for Leukemia, the Gold Cup Qualifier is a regional qualifier for the DK Gold Cup series & MN State Qualifier is a qualifer for the Minnesota State series.

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

Isanti Indoor Arena. Grass area to the south & east may be used for team canopies.

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

800 people per day

Parking Impact – Describe in detail:

Parking shall be on paved surfaces. There will be camping & parking on grass area to the south. Some over flow may be at the Bluebird Park parking lot or Skateboard Park parking lot. Per agreement with the city of Isanti. No parking allowed at the dog park.

Tents, equipment, amusement rides, etc.

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

Size: 12'x12' up to 24'x24'

Location: South and east sides of the building. Depending on weather.

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

Off duty first responders will be on hand. Allina Heath Services Ambulance may be on site, unless they need to respond to another call.

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

No street closures are required.

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, four portable bathrooms will be added around the outside of the building.

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?

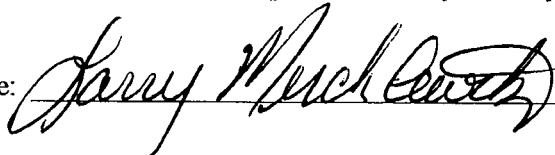
Race fees are collected for riders on the track to cover cost of the event. On Saturday a portion of the race fees collected will be given to the Cancer Society.

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: per email

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: per email

Public Services Director

☒ Approved ☐ Denied ☐ N/A Signature: Mart

Community Events & Parks Coordinator

☒ Approved ☐ Denied ☐ N/A Signature: gjh

Community Development Director

☒ Approved ☐ Denied ☐ N/A Signature: SS

City Administrator

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

City Council

☐ Approved ☐ Denied

Date of Review: _____



- Parking (Free)
- Parking (Paid)
Cars, RVs, Camping
- Canopies



**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

**-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:

Bmx pedal bike Race for Life, Gold Cup Qualifier & MN State Series qualifier located
at the Isanti Indoor Arena on August 27th thru August 30th 2020.

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:
BMX pedal bike racing.
-
-
-

(Special Events Holder Initials Here) gm

- 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) gm

- 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) AM

- 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) AM

- 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) AM

- 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) AM

- 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) AM

- 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) jm

- 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) jm

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:

Rum River BMX Association

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

Name Larry Merchlewitz

Title Community Outreach Director

Signature Larry Merchlewitz

Date 7/10/2020

City of Isanti

110 1st Avenue NW • PO Box 428 • Isanti, MN 55040 • Phone (763) 444-5512 • Fax (763) 444-5560

City of Isanti

Check Register - Mayor/Council Approval

Check Issue Dates: 8/5/2020 - 8/5/2020

Aug 05, 2020 12:33PM

Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

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| 08/20 | 08/05/2020 | 54076 | 1503 | 7-UP BOTTLING | 609-20200 | 253.50 |
| 08/20 | 08/05/2020 | 54077 | 2873 | ADAPCO, LLC | 101-20200 | 577.65 |
| 08/20 | 08/05/2020 | 54078 | 9 | BERNICKS PEPSI-COLA | 609-20200 | 1,987.45 |
| 08/20 | 08/05/2020 | 54079 | 1387 | BJORKLUND COMPANIES | 101-20200 | 41.00 |
| 08/20 | 08/05/2020 | 54080 | 1629 | CITY OF ISANTI | 226-20200 | 14,816.96 |
| 08/20 | 08/05/2020 | 54081 | 918 | CRYSTAL SPRINGS ICE | 609-20200 | 369.34 |
| 08/20 | 08/05/2020 | 54082 | 8 | DAHLHEIMER DISTRIBUTING CO | 609-20200 | 3,681.20 |
| 08/20 | 08/05/2020 | 54083 | 1675 | DODGE OF BURNSVILLE INC | 920-20200 | 29,949.00 |
| 08/20 | 08/05/2020 | 54084 | 2830 | GDO Law | 101-20200 | 4,083.33 |
| 08/20 | 08/05/2020 | 54085 | 2875 | HUBBARD ELECTRIC | 101-20200 | 150.00 |
| 08/20 | 08/05/2020 | 54086 | 270 | ISANTI READY-MIX INC | 920-20200 | 375.00 |
| 08/20 | 08/05/2020 | 54087 | 7 | JOHNSON BROTHERS LIQUOR CO | 609-20200 | 3,978.98 |
| 08/20 | 08/05/2020 | 54088 | 5 | KAWALEK TRUCKING | 609-20200 | 122.00 |
| 08/20 | 08/05/2020 | 54089 | 1773 | KLERSY, SCOT | 101-20200 | 159.99 |
| 08/20 | 08/05/2020 | 54090 | 17 | MCDONALD DISTRIBUTING CO | 609-20200 | 13,746.57 |
| 08/20 | 08/05/2020 | 54091 | 2364 | METERING & TECHNOLOGY | 601-20200 | 3,836.76 |
| 08/20 | 08/05/2020 | 54092 | 303 | MINNESOTA CITY/CTY MGMT ASSN | 101-20200 | 154.00 |
| 08/20 | 08/05/2020 | 54093 | 1845 | MN DEPT OF TRANSPORTATION | 444-20200 | 536.35 |
| 08/20 | 08/05/2020 | 54094 | 2553 | O'REILLY | 101-20200 | 137.86 |
| 08/20 | 08/05/2020 | 54095 | 617 | PAUSTIS & SONS | 609-20200 | 2,575.75 |
| 08/20 | 08/05/2020 | 54096 | 44 | PHILLIPS WINE & SPIRITS INC | 609-20200 | 3,751.90 |
| 08/20 | 08/05/2020 | 54097 | 2827 | RATWIK, ROSZAK & MALONEY, P.A. | 101-20200 | 1,042.50 |
| 08/20 | 08/05/2020 | 54098 | 2341 | RED BULL DISTRIBUTION | 609-20200 | 290.50 |
| 08/20 | 08/05/2020 | 54099 | 1814 | ROY C. INC | 609-20200 | 170.00 |
| 08/20 | 08/05/2020 | 54100 | 2396 | SOUTHERN GLAZERS OF MN | 609-20200 | 2,061.10 |
| 08/20 | 08/05/2020 | 54101 | 2156 | SUMMIT COMPANIES | 101-20200 | 8.00 |
| 08/20 | 08/05/2020 | 54102 | 686 | VERIZON WIRELESS | 609-20200 | 1,273.33 |
| 08/20 | 08/05/2020 | 54103 | 42 | VIKING COCA-COLA BOTTLING CO | 609-20200 | 152.84 |
| 08/20 | 08/05/2020 | 54104 | 4 | WATSON CO INC | 609-20200 | 2,421.02 |
| 08/20 | 08/05/2020 | 54105 | 1922 | WEX BANK | 101-20200 | 2,451.61 |
| 08/20 | 08/05/2020 | 54106 | 2475 | WHITE BEAR IT SOLUTIONS, LLC | 614-20200 | 6,075.00 |

Grand Totals:

101,230.49

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 8/11/2020 - 8/12/2020Page: 1
Aug 12, 2020 01:35PM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
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| 08/20 | 08/12/2020 | 54114 | 2695 | ANDERSON & KOCH FORD, INC. | 101-20200 | 1,195.32 |
| 08/20 | 08/12/2020 | 54115 | 2785 | ANDERSON, THOMAS & DAWN | 101-20200 | 138.03 |
| 08/20 | 08/12/2020 | 54116 | 2773 | BALK, DANIEL & BECKY | 101-20200 | 248.67 |
| 08/20 | 08/12/2020 | 54117 | 53 | BELLBOY CORPORATION | 609-20200 | 3,355.27 |
| 08/20 | 08/12/2020 | 54118 | 9 | BERNICKS PEPSI-COLA | 609-20200 | 898.04 |
| 08/20 | 08/12/2020 | 54119 | 368 | BILLS QUALITY CLEANING | 101-20200 | 521.00 |
| 08/20 | 08/12/2020 | 54120 | 2783 | BOSCH, RONALD | 101-20200 | 169.75 |
| 08/20 | 08/12/2020 | 54121 | 2319 | BREAKTHRU BEVERAGE | 609-20200 | 4,191.71 |
| 08/20 | 08/12/2020 | 54122 | 2221 | C & L DISTRIBUTING | 609-20200 | 699.90 |
| 08/20 | 08/12/2020 | 54123 | 1198 | CENTER POINT ENERGY | 601-20200 | 586.72 |
| 08/20 | 08/12/2020 | 54124 | 1822 | CENTURYLINK BUSINESS SERVICES | 602-20200 | 35.44 |
| 08/20 | 08/12/2020 | 54125 | 1472 | CRAWFORDS EQUIPMENT INC | 101-20200 | 160.00 |
| 08/20 | 08/12/2020 | 54126 | 918 | CRYSTAL SPRINGS ICE | 609-20200 | 532.42 |
| 08/20 | 08/12/2020 | 54127 | 8 | DAHLHEIMER DISTRIBUTING CO | 609-20200 | 33,912.81 |
| 08/20 | 08/12/2020 | 54128 | 2789 | DAUGS, MATTHEW | 101-20200 | 196.60 |
| 08/20 | 08/12/2020 | 54129 | 2720 | DEFIANT DISTRIBUTORS | 609-20200 | 496.01 |
| 08/20 | 08/12/2020 | 54130 | 833 | DIAMOND VOGEL PAINT | 101-20200 | 655.00 |
| 08/20 | 08/12/2020 | 54131 | 385 | FEDERATED CO-OPS INC | 409-20200 | 1,912.26 |
| 08/20 | 08/12/2020 | 54132 | 2777 | FERDELMAN, JAMES & CRISTINE | 101-20200 | 116.68 |
| 08/20 | 08/12/2020 | 54133 | 2852 | FIDELITY SECURITY LIFE INSURANCE CO | 861-20200 | 120.85 |
| 08/20 | 08/12/2020 | 54134 | 2028 | FURTHER | 101-20200 | 31.40 |
| 08/20 | 08/12/2020 | 54135 | 134 | GOPHER STATE ONE-CALL INC | 601-20200 | 168.75 |
| 08/20 | 08/12/2020 | 54136 | 2761 | GRATITUDE FARMS | 101-20200 | 250.00 |
| 08/20 | 08/12/2020 | 54137 | 739 | HACH COMPANY | 601-20200 | 226.80 |
| 08/20 | 08/12/2020 | 54138 | 2771 | HAMMIL, HEATHER & TROY | 101-20200 | 517.15 |
| 08/20 | 08/12/2020 | 54139 | 2775 | HARTLEY, PHILIP & HELEN | 101-20200 | 18.88 |
| 08/20 | 08/12/2020 | 54140 | 2782 | HASSER, TIMOTHY & SHELLY | 101-20200 | 472.27 |
| 08/20 | 08/12/2020 | 54141 | 160 | HAWKINS INC | 601-20200 | 1,123.73 |
| 08/20 | 08/12/2020 | 54142 | 2209 | INNOVATIVE OFFICE SOLUTIONS, INC | 920-20200 | 1,322.67 |
| 08/20 | 08/12/2020 | 54143 | 114 | ISANTI COUNTY RECORDER | 101-20200 | 15.00 |
| 08/20 | 08/12/2020 | 54144 | 2938 | ISANTI HOTEL PARTNERS, LLC | 101-20200 | 6,189.86 |
| 08/20 | 08/12/2020 | 54145 | 113 | ISANTI TIRE & AUTO CARE INC | 101-20200 | 72.00 |
| 08/20 | 08/12/2020 | 54146 | 1435 | ISANTI TOWNSHIP | 101-20200 | 10,978.26 |
| 08/20 | 08/12/2020 | 54147 | 7 | JOHNSON BROTHERS LIQUOR CO | 609-20200 | 6,764.26 |
| 08/20 | 08/12/2020 | 54148 | 2845 | JOHNSON, CLARK & CATHERINE | 101-20200 | 498.58 |
| 08/20 | 08/12/2020 | 54149 | 5 | KAWALEK TRUCKING | 609-20200 | 212.00 |
| 08/20 | 08/12/2020 | 54150 | 1128 | KRESAL CUSTOM HOMES INC | 505-20200 | 12,000.00 |
| 08/20 | 08/12/2020 | 54151 | 2787 | LAMOTTE, ANTHONY | 101-20200 | 147.86 |
| 08/20 | 08/12/2020 | 54152 | 2762 | LEGACY SECURITY TECHNOLOGY INC | 920-20200 | 2,434.84 |
| 08/20 | 08/12/2020 | 54153 | 2846 | LENLING, RACHEL | 101-20200 | 120.93 |
| 08/20 | 08/12/2020 | 54154 | 130 | MARCO TECHNOLOGIES LLC | 101-20200 | 371.92 |
| 08/20 | 08/12/2020 | 54155 | 17 | MCDONALD DISTRIBUTING CO | 609-20200 | 16,196.55 |
| 08/20 | 08/12/2020 | 54156 | 616 | MENARDS - CAMBRIDGE | 101-20200 | 294.40 |
| 08/20 | 08/12/2020 | 54157 | 2500 | METRO SALES INC. | 101-20200 | 117.35 |
| 08/20 | 08/12/2020 | 54158 | 2208 | MINNESOTA EQUIPMENT INC | 101-20200 | 56.58 |
| 08/20 | 08/12/2020 | 54159 | 1180 | MLB PRINTING INC | 609-20200 | 290.00 |
| 08/20 | 08/12/2020 | 54160 | 194 | MN DEPT OF HEALTH | 601-20200 | 64.00 |
| 08/20 | 08/12/2020 | 54161 | 176 | MN DEPT OF REVENUE | 101-20200 | 38,087.00 |
| 08/20 | 08/12/2020 | 54162 | 2842 | MN PEIP | 861-20200 | 23,240.70 |
| 08/20 | 08/12/2020 | 54163 | 2080 | MVTL LABORATORIES INC | 602-20200 | 174.16 |
| 08/20 | 08/12/2020 | 54164 | 2788 | NELSON, CRAIG & BARBARA | 101-20200 | 229.48 |
| 08/20 | 08/12/2020 | 54165 | 2786 | NELSON, JUSTIN | 101-20200 | 322.02 |
| 08/20 | 08/12/2020 | 54166 | 2784 | OLSON, GRANT | 101-20200 | 243.10 |

M = Manual Check, V = Void Check

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|-----------|------------------|--------------|---------------|------------------------------|------------------|----------|
| 08/20 | 08/12/2020 | 54167 | 617 | PAUSTIS & SONS | 609-20200 | 322.50 |
| 08/20 | 08/12/2020 | 54168 | 44 | PHILLIPS WINE & SPIRITS INC | 609-20200 | 4,215.37 |
| 08/20 | 08/12/2020 | 54169 | 2844 | R G & E GABRIELSON | 101-20200 | 209.52 |
| 08/20 | 08/12/2020 | 54170 | 2781 | RASK, MICHAEL | 101-20200 | 252.38 |
| 08/20 | 08/12/2020 | 54171 | 2756 | SELLMAN, SHEILA | 101-20200 | 20.00 |
| 08/20 | 08/12/2020 | 54172 | 2001 | SHRED-N-GO INC | 101-20200 | 90.29 |
| 08/20 | 08/12/2020 | 54173 | 2554 | SPECIALTY SOLUTIONS | 101-20200 | 877.04 |
| 08/20 | 08/12/2020 | 54174 | 73 | STAR | 101-20200 | 9.00 |
| 08/20 | 08/12/2020 | 54175 | 554 | STEVES TIRE INC | 101-20200 | 501.47 |
| 08/20 | 08/12/2020 | 54176 | 2156 | SUMMIT COMPANIES | 101-20200 | 16.00 |
| 08/20 | 08/12/2020 | 54177 | 2774 | SUNRISE HOMES INC | 101-20200 | 30.17 |
| 08/20 | 08/12/2020 | 54178 | 2776 | SVOBODA, DUSTIN | 101-20200 | 146.77 |
| 08/20 | 08/12/2020 | 54179 | 2939 | TRANTANELLA, JOSI | 101-20200 | 295.28 |
| 08/20 | 08/12/2020 | 54180 | 1820 | URBANS HARDWARE INC | 101-20200 | 157.78 |
| 08/20 | 08/12/2020 | 54181 | 2524 | US BANK EQUIPMENT FINANCE | 101-20200 | 63.00 |
| 08/20 | 08/12/2020 | 54182 | 2027 | US INTERNET | 603-20200 | 57.80 |
| 08/20 | 08/12/2020 | 54183 | 2778 | VANGSTAD, DWIGHT | 101-20200 | 263.22 |
| 08/20 | 08/12/2020 | 54184 | 42 | VIKING COCA-COLA BOTTLING CO | 609-20200 | 186.45 |
| 08/20 | 08/12/2020 | 54185 | 1286 | VINOCOPIA INC | 609-20200 | 103.00 |
| 08/20 | 08/12/2020 | 54186 | 2780 | WALD, ELIZABETH & RICHARD | 101-20200 | 123.64 |
| 08/20 | 08/12/2020 | 54187 | 4 | WATSON CO INC | 609-20200 | 2,335.26 |
| 08/20 | 08/12/2020 | 54188 | 355 | WELCOME, MARK & JOANN | 101-20200 | 538.19 |
| 08/20 | 08/12/2020 | 54189 | 780 | WINE MERCHANTS | 609-20200 | 680.00 |

Grand Totals:

184,889.11

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Isanti

| | |
|---------------|-----------|
| Gross Payroll | 92,136.89 |
|---------------|-----------|

| | |
|----------------------------|----------|
| Social Security & Medicare | 5,140.27 |
|----------------------------|----------|

| | |
|-----------------------------|----------|
| Public Employees Retirement | 9,232.25 |
|-----------------------------|----------|

| | |
|--------------------|-------------------|
| Total City Expense | <u>106,509.41</u> |
|--------------------|-------------------|

| | |
|----------|----------|
| Pay Date | 8/7/2020 |
|----------|----------|

| | |
|------------|------------------|
| Pay Period | 16 (7/19-8/1/20) |
|------------|------------------|



MEMO for City Council

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: August 18, 2020
Subject: Approving Updated COVID-19 Preparedness Plan to Include Face Covering Requirements

Per Executive Order 20-81, issued on July 25th, businesses must have an approved Preparedness Plan that includes mandated requirements for face coverings. Staff has reviewed the requirements and has updated the City's preparedness plan to include language to be in compliance.

Recommendation:

Staff is recommending approval of the attached Preparedness Plan.

Attachment:

- Revised Preparedness Plan

COVID-19 Preparedness Plan for the City of Isanti

Revised August 18th, 2020

Overall General City Plan

Executive Order 20-74, issued by Gov. Tim Walz on June 5, 2020, requires critical sector businesses establish a “COVID-19 Preparedness Plan”

The City of Isanti is committed to providing a safe and healthy workplace for all our workers, customers, clients, patrons, guests and visitors. To ensure that, we have developed the following Preparedness Plan in response to the COVID-19 pandemic. All employees are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces, and that requires full cooperation among workers and management. Only through this cooperative effort can we establish and maintain the safety and health of our workers and workplaces.

City of Isanti department heads and supervisors have our full support in enforcing the provisions of this policy. The COVID-19 Preparedness Plan is administered by Josi Wood, City Administrator, who maintains the overall authority and responsibility for the plan. However, management and workers are equally responsible for supporting, implementing, complying with, and providing recommendations to further improve all aspects of this COVID-19 Preparedness Plan. The City of Isanti’s managers and supervisors have full support enforcing the provisions of this plan.

Our workers are our most important asset. We are serious about safety and health and keeping our workers working at the City of Isanti. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our workers in this process by providing gloves, masks and hand sanitizer upon request to all employees. Our Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines and federal OSHA standards related to COVID-19 and addresses:

- Ensuring sick workers stay home and prompt identification and isolation of sick persons
- Social distancing – Workers must be at least six-feet apart
- Worker hygiene and source controls
- Workplace building and ventilation protocol
- Workplace cleaning and disinfection protocol
- Drop-off, pick-up and delivery practices and protocol
- Communications and training practices and protocol

City of Isanti has reviewed and incorporated the industry guidance applicable to our business provided by the State of Minnesota for the development of this plan, including our industry of Municipal Government. Other conditions and circumstances included in the industry guidance and addressed in the plan that are specific to our business include:

- additional protections and protocols for customers, clients, guests, visitors: Plexiglass
- additional protections and protocols for personal protective equipment (PPE): Masks and gloves
- additional protections and protocol for distancing and barriers: stickers on the floor- 6 feet
- additional protections and protocols for managing occupancy: Max per Governors order

- additional protections for receiving or exchanging payment: Online payment options

Ensure sick workers stay home and prompt identification and isolation of sick persons: Screening Policies

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. Prior to their work shift each employee will review the symptoms to self-determine any they may be experiencing: 1. Do you have a new or worsening cough? 2. Do you have shortness of breath? 3. Do you have a sore throat? 4. Do you have muscle aches? 5. Do you have a temperature? 6. Do you have new loss of taste and smell? 7. Do you have a headache or chills? Employees should contact their immediate supervisor if they believe that they are symptomatic before reporting to the workplace. Supervisors will report to the Human Resources department names of any employees reporting symptoms for follow-up. The Human Resources department will reach out to them for further instructions. Employees who are at work and begin to experience symptoms should call their immediate supervisor to make arrangements to be relieved of duty. Employees will work with the City to help identify other employees they have had close contact with during the past 14 days. Employees are encouraged to contact their clinic for medical advice.

The City of Isanti has implemented "Covid leave" that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Employees will need to complete either a request form for Public Health Emergency Leave or Emergency Paid Sick Leave ("Covid Leave"). If qualified leave is approved, the hours granted will not be deducted from their sick, vacation, or personal leave banks. Leave granted under the Families First Coronavirus Response Act will run consecutively with FMLA. When requested by an employee and documentation from a medical professional considered at high-risk from exposure to COVID-19, the City will:

- Provide options for alternative work assignments such as telework, alternative work locations, reassignment, or social distancing measures. Options considered will be dependent by position type and essential functions of the position.
- Where alternative work assignments are not possible, permit a high-risk employee to use any of their accrued paid time off or take a leave of absence per the City's Personnel Policy.
- Maintain all employer-related health insurance benefits for employees already eligible for benefits until the employee is deemed eligible to return to work, even if the employee has exhausted all their own paid time off during the period of leave.

The City of Isanti will inform workers via email notification if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. The City will try to determine which, if any, employees were exposed to COVID-19 and inform those employees in a timely manner. Those employees should refer to CDC guidance for how to conduct a risk assessment of their potential exposure.

All employee health information is private data. A limited number of employees are authorized to access this information. The information is secured in a locked location with only certain employees having access.

Social distancing – Workers must be at least six-feet apart

Social distancing of at least six-feet will be implemented and maintained between workers, customers, clients, patrons, guests and visitors in the workplace through the following engineering and administrative controls: Employees are encouraged to drive separately to a job site, remain aware of staying 6' away from other employees, and whenever possible wash hands for 20 seconds. The City will also provide hand sanitizer, disinfectant cleaner and gloves in each department. The city will provide manufactured or homemade PPE to the extent local suppliers are able to provide. Department Heads are encouraged and authorized to use flexible work hours and staggered shifts. Workers and visitors are prohibited from gathering in groups, and from using other workers' personal protective equipment, phones, computer equipment, desks, cubicles, workstations, offices or other personal work tools and equipment. If a piece of equipment is shared, employee is to properly clean the tool or computer when they are finished with it.

Worker hygiene and source controls

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet. All customers, clients, patrons, guests, visitors to the workplace are required to wash or sanitize their hands prior to or immediately upon entering the facility. Some workplaces may have hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) that can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled. Employees are provided hand sanitizer placed in the facility and soap in the restrooms to thoroughly wash their hands. (For more information on handwashing see appendix A)

Workers, customers, clients, patrons, guests and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all workers and visitors. Respiratory etiquette will be discussed when this policy is presented. (For more information on respiratory etiquette, see Appendix A)

Workplace building and ventilation protocol

Operation of the building in which the workplace is located, includes necessary sanitation, assessment and maintenance of building systems including water, plumbing, electrical and HVAC systems. The maximum amount of fresh air is being brought into the workplace, air recirculation is being limited, and ventilation systems are being properly used and maintained. Steps are also being taken to minimize air flow blowing across people. Employees are encouraged to open windows and prop open doors to produce outside air flow.

Workplace cleaning and disinfection protocol

Regular housekeeping practices are being implemented, including routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, and areas in the work environment, including restrooms, break rooms, lunch rooms and meeting rooms. Frequent cleaning and disinfecting will be conducted in high-touch areas, such as phones, keyboards, touch screens, controls, door handles, railings, copy machines, etc. It is recommended to

clean high touch areas upon arrival at work, noon and before leaving work for the day, as well as immediate cleaning when sharing of equipment. Cleaning products are provided as they are available per local providers. Appropriate and effective cleaning and disinfectant supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications, and are being used with required personal protective equipment for the product.

Drop-off, pick-up and delivery practices and protocol

Regular practice of deliveries is implemented by delivery to the front desk practicing social distancing and staying on the opposing side of additional Plexiglass. If additional help is needed for large packages, help will be facilitated outside.

Face Covering Requirements

Workers and visitors are required to wear a face covering as required by Executive Order. As of July 25, 2020, per the Governor's Executive Order 20-81, people in Minnesota will be required to wear a face covering in all indoor businesses and public indoor spaces. Additionally, the Executive Order requires workers to wear face coverings when working in outdoor settings in situations where social distancing (i.e., keeping at least 6 feet of physical distance from other individuals not in the same household) cannot be maintained. This Executive Order also requires workers, customers, or visitors to wear a face covering when a business has opted impose stricter face covering requirements than the Executive Order or when the applicable industry guidance requires wearing a face covering. This Executive Order includes exemptions for people who are unable to wear or tolerate a face covering due to medical or mental health condition or other reasons—such as when wearing a face covering would create a job hazard. There are also situations in which a face covering may be temporarily removed. More information about face covering requirements and exemptions is available on the MDH website at [Facemasks and Personal Protective Equipment \(PPE\) Webpage 5 of 16](#).

Workers should maintain an adequate number of face-coverings during their shift to change face-coverings as they become saturated, dirty, or compromised. Launder reusable face coverings before each daily use according to CDC guidelines at [Use of Cloth Face Coverings to Help Slow the Spread of COVID-19](#) (www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html).

Communications and training practices and protocol

This Preparedness Plan was communicated verbally and a copy given to all workers by June 19, 2020 and necessary training was provided upon request. Additional communication and training will be ongoing as information evolves COVID-19, with and provided to all workers who did not receive the initial training. Managers and supervisors are to monitor how effective the program has been implemented by daily observation. Management and workers are to work through this new program together and update the training as necessary. This Preparedness Plan has been certified by City of Isanti City Council and was posted throughout the workplace June 19, 2020. It will be updated as necessary.

This COVID-19 Preparedness Plan was communicated verbally and a hard copy to all workers on June 19, 2020 and necessary training was provided. Additional communication and training will be ongoing as information evolves COVID-19, with and provided to all workers who did not receive the initial training.

Instructions will be communicated to all workers, including employees, temporary workers, staffing and labor-pools, independent contractors, subcontractors, vendors, and outside technicians, customers, clients, patrons, guests, visitors on protections and protocols, including but not limited to:

- 1) Social distancing protocols and practices
- 2) Drop-off, pick-up, delivery and general in-store shopping
- 3) Practices for hygiene and respiratory etiquette;
- 4) Recommendations or requirements regarding the use of masks, face-coverings, and/or face-shields by workers, customers, clients, patrons, guests, visitors. All workers, customers, clients, patrons, guests and visitors will also be advised not to enter the workplace if they are experiencing symptoms or have contracted COVID-19 by posted signs.

Managers and supervisors are expected to monitor how effective the program has been implemented by addressing concerns, offering reminders and leading by example. All management and workers are to take an active role and collaborate in carrying out the various aspects of this plan, and update the protections, protocols, work-practices, and training as necessary. This COVID-19 Preparedness Plan has been certified by City of Isanti City council and the City Administrator, Josi Wood, and the Plan was posted throughout the workplace and made readily available to employees. It will be updated as necessary by Josi wood, City Administrator.

Certified by:

Josi Wood

8/18/2020

City Administrator

Community Center Rental: Preparedness Plan

The City of Isanti is committed to providing a safe and healthy venue space for all renters and visitors to the Isanti Community Center. To ensure that, we have developed the following Preparedness Plan in response to the COVID-19 pandemic.

Renters must ensure the people within their group are informed of the guidelines that are in place for the Isanti Community Center. A copy is sent to the renter.

Renters/visitors exhibiting signs and symptoms of COVID-19

CDC guidance posters stating to not attend the event if you exhibit symptoms has been placed on the entrance door of the facility. All people entering the ICC should do a self-check and if anyone is showing signs of COVID-19, please do not enter the facility for the safety of all.

Handwashing

CDC guidance posters are placed throughout the facility instructing people to wash their hands for at least 20 seconds with soap and water frequently throughout the day. Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) that can be used for hand hygiene in place of soap and water, has been installed throughout the facility.

Respiratory etiquette: Cover your cough or sneeze

CDC guidance posters are placed throughout the facility instructing people to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward.

Social distancing and Food

Social distancing has been communicated to all renters and guidance posters placed throughout the facility. Non family groups should be spaced 6' apart. The maximum capacity for the facility is 215 people. The City will modify what is allowed based on Governor's Orders. For events limited to 25% capacity, no event will be rented for more than 53 persons. For events limited to 50% capacity, no event will be rented for more than 107 persons.

Reserved and assigned seating is encouraged to limit interactions. Families should be grouped together.

Masks are encouraged to be worn for any person that serves food for the event. Communal serving of food (e.g. buffet-style, self service) is not permitted. If providing food, we recommend following safety guidelines as provided by the Minnesota Department of Health.

Face Covering Requirements

Renters and visitors are required to wear a face covering as required by Executive Order. As of July 25, 2020, per the Governor's Executive Order 20-81, people in Minnesota will be required to wear a face covering in all indoor businesses and public indoor spaces. Additionally, the Executive Order requires workers to wear face coverings when working in outdoor settings in situations where social distancing (i.e., keeping at least 6 feet of physical distance from other individuals not in the same household) cannot be maintained. This Executive Order includes exemptions for people who are unable to wear or tolerate a face covering due to medical or mental health condition or other reasons—such as when wearing a face covering would create a job hazard. There are also situations in which a face covering may be temporarily removed. More information about face covering requirements and exemptions is available on the MDH website at [Facemasks and Personal Protective Equipment \(PPE\) Webpage 5 of 16](#).

Housekeeping

Frequent cleaning and disinfecting protocols are being implemented at the facility. The renter is responsible for cleaning and disinfecting the facility once they are done. This includes the sanitizing of door handles, sink handles, all tables and chairs used and before being put away in storage. If you did not use any additional tables or chairs, please note that for us as a courtesy. If the kitchen area is used, it must be clearly communicated to the PRC Manager and before vacating the facility it must be sanitized after use which includes all handles, counters, sink, refrigerator, etc.

There will be a checklist provided that must be returned to receive your full deposit.

The City will do their best to provide ample amounts hand sanitizer, disinfectant cleaner, disposable towels and gloves for renters/visitors to use at the facility, however, renters are encouraged to bring their own cleaning supplies as amounts may get low and the City is not required to have all types of cleaning supplies provided at all times.

The City custodian will also clean between each event to ensure all surfaces have been disinfected.

Communication

This Preparedness Plan is communicated verbally and a copy given to all renters at the time they reserve the facility. A reminder is also given at the time they pick up their key.

City Events & Programs Preparedness Plan

The City of Isanti is committed to providing a safe and healthy event/program for all attendees. To ensure that, we have developed the following Preparedness Plan in response to the COVID-19 pandemic.

Attendees exhibiting signs and symptoms of COVID-19

CDC guidance posters stating to not attend the event/program if you exhibit symptoms will be placed on the City website and Facebook page advertising for the events. It will also be shared with all attendees for events that have registration. Attendees should do a self-check and if anyone is showing signs of COVID-19, please do not attend the event.

Handwashing

Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) will be provided in the portable restrooms, at each of the vendor food establishments, and at any communal program table(s).

Respiratory etiquette: Cover your cough or sneeze

CDC guidance posters instructing people to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands will be placed on the City website and Facebook advertising for the events. Masks are encouraged to be worn by attendees and for any person that serves food at the event.

Social distancing

Attendees are encouraged to follow all guidance and recommendations regarding social distancing. Social distancing of 6' between families will be encouraged to all attendees. The City will modify what is allowed for attendance based on Governor's Orders at the time of the event/program.

For events that allow for viewing from their vehicle (i.e. fireworks display), attendees are encouraged to remain in their vehicle to allow for safe social distancing.

Staff will wear a mask when performing programs indoors. Attendees are encouraged but not required.

Face Covering Requirements

Attendees and visitors are required to wear a face covering as required by Executive Order. As of July 25, 2020, per the Governor's Executive Order 20-81, people in Minnesota will be required to wear a face covering in all indoor businesses and public indoor spaces. Additionally, the Executive Order requires workers to wear face coverings when working in outdoor settings in situations where social distancing (i.e., keeping at least 6 feet of physical distance from other individuals not in the same household) cannot be maintained. This Executive Order includes exemptions for people who are unable to wear or tolerate a face covering due to medical or mental health condition or other reasons—such as when wearing a face covering would create a job hazard. There are also situations in which a face covering may be temporarily removed. More information about face covering

requirements and exemptions is available on the MDH website at Facemasks and Personal Protective Equipment (PPE) Webpage 5 of 16.

Housekeeping

Program supplies will be sanitized between family groups and regularly during the program.

Frequent cleaning and disinfecting protocols will be required at the food vendor booths who attend the events. They are responsible to have a preparedness plan in place for their food establishment as required by the Governor's Order(s).

Picnic tables, tables, and program supplies will be sanitized throughout the event/program. Program supplies will not be shared between family groups. Attendees are encouraged to bring their own chairs to use. Food will not be provided to youth programming; families may bring their own if there is snack time.

Communication

This Preparedness Plan will be placed on the City website under the emergency preparedness and events page.

This City of Isanti Preparedness Plan was duly adopted by the Isanti City Council this 16th day of June, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

Appendix A – Guidance for developing a COVID-19 Preparedness Plan

General

Centers for Disease Control and Prevention (CDC): Coronavirus (COVID-19) – www.cdc.gov/coronavirus/2019-ncov/

Minnesota Department of Health (MDH): Coronavirus – www.health.state.mn.us/diseases/coronavirus

State of Minnesota: COVID-19 response – <https://mn.gov/covid19>

Businesses

CDC: Resources for businesses and employers – www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html

CDC: General business frequently asked questions – www.cdc.gov/coronavirus/2019-ncov/community/general-business-faq.html

CDC: Building/business ventilation – www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

MDH: Businesses and employers: COVID-19 – www.health.state.mn.us/diseases/coronavirus/businesses.html

MDH: Health screening checklist – www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf

MDH: Materials for businesses and employers – www.health.state.mn.us/diseases/coronavirus/materials

Minnesota Department of Employment and Economic Development (DEED): COVID-19 information and resources – <https://mn.gov/deed/newscenter/covid/>

Minnesota Department of Labor and Industry (DLI): Updates related to COVID-19 – www.dli.mn.gov/updates

Federal OSHA – www.osha.gov

Handwashing

MDH: Handwashing video translated into multiple languages – www.youtube.com/watch?v=LdQuPGVcceg

Respiratory etiquette: Cover your cough or sneeze

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

CDC: www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html

MDH: www.health.state.mn.us/diseases/coronavirus/prevention.html

Social distancing

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

MDH: www.health.state.mn.us/diseases/coronavirus/businesses.html

Housekeeping

CDC: www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html

CDC: www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Environmental Protection Agency (EPA): www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2

Employees exhibiting signs and symptoms of COVID-19

CDC: www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html

MDH: www.health.state.mn.us/diseases/coronavirus/basics.html

MDH: www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf

MDH: www.health.state.mn.us/diseases/coronavirus/returntowork.pdf

State of Minnesota – <https://mn.gov/covid19/for-minnesotans/if-sick/get-tested/index.jsp>

Training

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-small-business.html

Federal OSHA: www.osha.gov/Publications/OSHA3990.pdf

MDH: www.health.state.mn.us/diseases/coronavirus/about.pdf



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: August 18, 2020
Subject: Resolution 2020-XXX Approving a Minor Development Agreement for Serenity Circle

Background:

On August 5th the City Council approved a site plan for an office building at 201 Main Street. As part of the development process a minor development agreement is required. The applicant has reviewed the agreement and has no concerns or comments.

Request:

Approve development agreement for Serenity Circle.

Attachments:

- Resolution 2020-XXX
- Development Agreement

RESOLUTION 2020-XXX

**APPROVING THE DEVELOPMENT AGREEMENT FOR SERENITY CIRCLE 201
MAIN STREET**

WHEREAS, Deanna Bunes (applicant) has an approved site plan for an office at 201 Main Street PID 16.050.0770; and,

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

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

- 1) Prior to the signing of the development agreement any outstanding escrows, fees and/or financial guarantees, as stated within the development agreement, shall be established and/or paid and any minor changes to the agreement can be done by the City Administrator.

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

This Resolution hereby approved by the City Council of the City of Isanti this 18th day of August 2020.

Mayor Jeff Johnson

Attest:

Katie Brooks
City Clerk/Human Resources

CITY OF ISANTI
MINOR DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into this ____ day of August 2020 between the **City of Isanti**, a Minnesota municipal corporation (the "City") and **Serenity Circle Counseling, LLC**, a Minnesota limited liability company (the "Developer").

RECITALS

WHEREAS, Developer seeks to construct an office building (the Development) on the property located at 201 Main Street W., PID 160500770, legally described as Lots 1 and 2, Block 9 of Original Townsite Isanti, Isanti County Minnesota (the Property); and

WHEREAS, the Property is zoned B-1, Central Business District, and the Property is to be developed in accordance with the zoning requirements of that District, subject to the terms and conditions of this Agreement; and

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

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

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

1. **Development Agreement Provisions.** Subject to such changes as may be agreed between the City and the Developer(s), development of the Property shall adhere to the provisions set forth herein.
2. **Escrow for City Costs and Fees.** Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$2,000 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. Any funds remaining in the escrow account(s) after

the completion of the Development shall be refunded to the Developer. In the event the escrow account is depleted, the Developer shall post additional sums of money to replenish the account to a maximum of \$2,000 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.

3. **Developer Installed Municipal Improvements.** The Developer shall construct the following described municipal improvements for the Development, which are hereinafter collectively called "Developer Installed Municipal Improvements." The Developer Installed Municipal Improvements shall be constructed at the Developer's expense and in accordance with City requirements and specifications, unless otherwise stated. The Developer shall engage at its own expense a registered professional civil engineer to prepare plans and specifications for the Developer Installed Municipal Improvements. These plans shall be submitted to the City for review and be approved by the City Engineer. The Developer agrees to City inspection of all Developer Installed Municipal Improvements and payment for said inspection services.
 - a. The Developer shall construct and/or be responsible for the installation of sidewalks as well as crosswalk blocks across Main Street and 2nd Avenue, pursuant to the conditions set forth in the July 1, 2020, memo from the City's engineer, Bolton & Menk.
 - b. The Developer shall provide adequate off-street parking in accordance with the approved site plan.
 - c. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground within platted utility easements or road rights-of-way.

4. **Erosion Control.** Soil stabilization shall be employed to ensure the integrity of the soils and prevent erosion onto City streets, alley and neighboring parcels.

5. **Streetlights.** Two streetlights shall be installed by the City with the Developer responsible for 25% of the cost of materials and 100% of the cost of installation.

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

7. **Signs and Markings.** All costs associated with markings and signs are to be borne by the Developer. Placement of City signage shall be as directed by the City Engineer.

8. **Lowest Floor Elevation.** No building shall be constructed unless the lowest floor elevation is at least two feet above the 100-year flood elevation or two feet above the high groundwater elevation, whichever is greater. Additionally, the lowest floor elevation shall be specifically referenced and designated on a certificate of survey, which survey shall be provided to the City before any building permits are issued.

9. **Miscellaneous Provisions.** The Developer specifically understands that approval for this development is given subject to the following requirements:

- a. Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- b. The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- c. The Developer shall remove all temporary soil stabilization and erosion control devices, such as silt fencing, before the escrow held by the City is returned to the Developer.

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

- a. **Liquidated Damages.** The Developer agrees to pay liquidated damages to the City in the amount of \$500.00 if the Developer encroaches upon any City road right-of-way or utility easement without first obtaining a written permit from the City expressly authorizing said encroachment. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to above as security for payment of any liquidated damages owed to the City.
- b. **Sodding and Seeding Requirements.** Prior to issuance of a certificate of occupancy, it shall be the responsibility of the Developer to install sodding in all lot front yards, side yards, and back yards per City Zoning Ordinance. Said sodding shall be complete, established and growing within sixty (60) days of issuance of a Certificate of Occupancy, except that, if the Certificate of Occupancy is issued between the dates of October 1 and May 1, then the sodding required herein shall be complete, established and growing no later than July 1 of the following year with the appropriate escrow established for the lot.

11. **Warranty of Title.** The Developer warrants and represents to the City that it is the fee owner of the land described in the Plat and that it has authority to execute this Agreement and agree to the conditions hereof.

12. **Lien Waivers.** Copies of signed and recorded lien waivers are required from each of the Developer's Contractors and Subcontractors involved in constructing the sidewalks. The Lien Waivers shall be submitted to and approved by the City Engineer prior to accepting the sidewalks and starting the warranty period.

13. **Restrictions on Transfer/Indemnification.**

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

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

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

of all third parties for damages arising out of said corrective action by the City, and agrees to reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to, any cost necessary to re-landscape disrupted soils located within the Development.

15. Events of Default.

- a. **Events of Default Defined.** The following shall be “Events of Default” under the Development Agreement and the term “Event of Default” shall mean, whenever it is used in the Development Agreement, any one or more of the following events:
 - i. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Developer Installed Municipal Improvements pursuant to the terms, conditions and limitations of the Development Agreement. For purposes of this Agreement, “unavoidable delays” means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Municipal Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.
 - ii. Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under the Development Agreement.
- b. **Remedies on Default.** Whenever any Event of Default occurs, the City may undertake any one or more of the following:
 - i. The City may suspend its performance under the Development Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Development

Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

- ii. The City may initiate such action, including legal, equitable or administrative action, as is necessary for the City to secure performance of any provision of the Development Agreement or recover any amounts due under the Development Agreement from the Developer, or immediately draw on the financial guarantees provided by the Developer pursuant to the Development Agreement.
- iii. The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.
- iv. The Developer agrees that if the escrow or financial guarantee is insufficient or terminates, the City has the right to use the special assessment process under Minnesota Statutes chapter 429 to construct and pay for uncompleted Developer Installed Municipal Improvements or to correct and repair any improvements under warranty. This constitutes a petition to undertake such public improvements under Minnesota Statutes chapter 429, and waiver of any all rights to notices, hearings and appeal under said chapter.

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

a. Developer: Serenity Circle Counseling, LLC
611 Cedar Street SW
Isanti MN 55040

b. City: City of Isanti

City Administrator
P.O. Box 428
Isanti, MN 55040

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

17. **Disclaimer of Relationship.** Nothing contained in this Agreement or any Development Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of a third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.
18. **Receipt Acknowledgment.** The City shall acknowledge receipt of the funds received at the time the Development Agreement is signed.
19. **Other Provisions.**
 - a. **Modifications.** The Development Agreement may be modified solely through written amendments hereto executed by the Developer and the City.
 - b. **Counterparts.** The Development Agreement may be executed in any number of counterparts, each one of which shall constitute one and the same instrument.
 - c. **Judicial Interpretation.** Should any provision of the Development Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it

being agreed that the agents and attorneys of both parties have participated in the preparation thereof.

- d. **Governing Law.** The Development Agreement shall be construed under the laws of the State of Minnesota.
- e. **Severable Provisions.** If any word, phrase, clause or part of this Agreement is found unenforceable, the balance of the Agreement shall remain in full force and effect.

The Remainder of this page is left intentionally blank.

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

CITY OF ISANTI

By:

Mayor

Attest:

City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF ISANTI)

On this _____ day of August, 2020, before me, a Notary Public, personally appeared Jeff Johnson and Katie Brooks, of the City of Isanti, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Isanti by the Mayor and City Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.

Notary Public



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: August 18, 2020
Subject: Resolution 2020-XXX a resolution approving the Development Agreement for Legacy Pines 3rd Addition

Background:

On July 7, 2020 the City approved the final plat for Legacy Pines 3rd Addition. As part of the development process a development agreement is required. The applicant has reviewed the agreement and has no concerns or comments.

Request:

Approve the Development Agreement for Legacy Pines 3rd Addition

Attachments:

- Resolution 2020-XXX
- Development agreement

RESOLUTION 2020-XXX

**APPROVING THE DEVELOPMENT AGREEMENT FOR LEGACY PINES 3rd
ADDITION**

WHEREAS, Everpine Land Holdings has an approved final plat known as Legacy Pines 3rd Addition consisting of 94 residential lots in three phases; and,

WHEREAS, a Development Agreement for Legacy Pines 3rd Addition has been prepared and reviewed by the Developer and is ready for consideration by the City Council of the City of Isanti;

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

- 1) A Letter of Credit in an amount approved by the City Engineer and in form approved by the City Attorney is submitted to the City.
- 2) Prior to the signing of the development agreement any outstanding escrows, fees and/or financial guarantees, as stated within the development agreement, shall be established and/or paid and any minor changes to the agreement can be done by the City Administrator.

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

This Resolution hereby approved by the City Council of the City of Isanti this 18th day of August 2020.

Mayor Jeff Johnson

Attest:

Katie Brooks
City Clerk/Human Resources

CITY OF ISANTI
ISANTI COUNTY, MINNESOTA
MASTER DEVELOPMENT AGREEMENT
LEGACY PINES 3rd ADDITION

THIS AGREEMENT (the "Agreement"), is made and entered into this ____ day of August 2020 between the **City of Isanti**, a Minnesota municipal corporation (the "City") and **Everpine Holdings, LLC**, a Minnesota limited liability company (the "Developer").

RECITALS

WHEREAS, the City Council, by Resolution No. 2020-127, on July 7, 2020, approved Preliminary and Final Plats known as "Legacy Pines Third Addition" (the Plat). As to the real property covered by the Plat, this Development Agreement is in conformance with the Master Development Agreement, Villages on the Rum Third Addition 2nd Replat, dated August 17, 2010, as filed with the County Recorder of Isanti County, Minnesota, as Document No. 410672 (the "Existing Agreement"). In cases where there is variance between this Agreement and the Existing Agreement, the terms of this Agreement prevail; and

WHEREAS, the Plat, which is the third phase of the overall Legacy Pines development, **contemplates development of real property into 94 residential housing units** ("Lots") to be built in three phases (Phase One – 28 lots; Phase Two – 32 lots; Phase Three – 34 lots), each of which is subject to this Agreement; and

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

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

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

1. **Development Agreement Provisions.** Subject to such changes as may be agreed between the City and the Developer(s), development of the Plat shall adhere to the provisions set forth herein.
2. **Escrow for City Costs and Fees.** Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$ [REDACTED], to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. A separate escrow of the same amount will be established with the Developer for each of the three Phases. All fees and costs incurred by the City in connection with each Phase of the Development shall be charged against said escrow account which shall remain in effect until the completion of the Development Phase. Any funds remaining in the escrow account(s) after the completion of the applicable Phase shall be refunded to the Developer. In the event the escrow account is depleted, the Developer shall post additional sums of money to replenish the account to a maximum of \$ [REDACTED] to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.
3. **Developer Installed Municipal Improvements.** The Developer shall construct the following described municipal improvements for the Development, which are hereinafter collectively called "Developer Installed Municipal Improvements." The Developer Installed Municipal Improvements shall be constructed at the Developer's expense and in accordance with City requirements and specifications. The Developer shall engage at its own expense a registered professional civil engineer to prepare plans and specifications for the Developer Installed Municipal Improvements. These plans shall be submitted to the City for review and be approved by the City Engineer.

The Developer agrees to City inspection of all Developer Installed Municipal Improvements and payment for said inspection services.

- a. The Developer shall construct and/or be responsible for the installation of sanitary sewer, water mains, storm sewer systems, and bituminous streets, with concrete curb and gutter, streetlights, sidewalks and trails.
 - b. The Developer shall provide adequate off-street parking on all lots abutting on cul-de-sacs, or termination turnarounds, so that the City can prohibit on-street parking if necessary, for safety and maintenance purposes.
 - c. Where grading is required, soils inspection and compaction testing shall be conducted by a registered professional engineer on all areas where soil has been disturbed. All grading shall be done in accordance with a Grading Plan approved by the City Engineer. A minimum of one (1) compaction test shall be obtained for every two (2) foot increment of fill that is placed. A summary of all inspections and compaction tests shall be provided to the City upon completion of the grading. The Developer shall provide a 79G, final compaction report for each lot that has more than two (2) feet of fill. It is recognized that the property may have been rough graded prior to the date of the Development Agreement.
 - d. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground within platted utility easements or road rights-of-way.
4. **Erosion Control.** Soil stabilization shall be employed throughout each Plat as required to ensure the integrity of the soils. The Developer shall use topsoil, mulching, seeding, silt fence, and other such means as are approved by the City to prevent erosion of the soils. An erosion control plan shall be submitted by the Developer and approved by the City Engineer before a grading permit is issued for the Development. Before any grading is started on site, all erosion control measures, as shown on the erosion control plan approved by the City, shall be installed. The Developer shall be responsible for compliance with the approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be the Developer's responsibility. Work to

correct said unsatisfactory condition shall commence within 48 hours from the time of the telephone notice. If said work is not commenced within 48 hours of said telephone notice, the City is hereby given the right to enter upon the property and to proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, the Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If the Developer does not immediately respond to said unsatisfactory condition, the City is hereby given the right to enter upon the property and correct said condition at the expense of the Developer. The City shall be entitled to all its reasonable costs and expenses associated with correction work done under this paragraph, including, but not limited to legal, fiscal and engineering costs. The City may at its option invoice the said costs for direct payment from the Developer or proceed to draw on the Developer's escrow established under paragraph 2 or the financial guarantee provided under paragraph 13. The erosion control plan shall be in accordance with the Minnesota Pollution Control Agency's NPDES Phase II requirements.

5. **Street Cleaning.** The Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Development. A copy of said contract shall be submitted to and approved by the City, in its discretion, prior to the issuance of a grading permit. This contract shall be submitted to and approved by the City prior to the issuance of a grading permit. This contract shall name the City as an authorized agent to order street cleaning services, as the City deems necessary. The Developer shall pay for the cost of the street cleaning under the contract. During development of the Plat, the Developer shall keep the streets adjoining its Development free of dirt and debris caused by its Development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Development, the City is hereby authorized to immediately commence street cleaning operations if the streets are not cleaned by the Developer by 3:30 p.m. the day after the violation. If conditions are such that street cleaning operations are immediately necessary, the City may perform the necessary street cleaning. The City will then bill the Developer for all associated street cleaning costs. Failure to reimburse the City for street cleaning costs within ten days of such billing will result in the City drawing funds from the Developer's escrow established under paragraph 2 or the financial guarantee provided under paragraph 13.

6. **Stormwater.** The Developer shall construct storm sewer, swales, and/or such other storm water drainage devices as shall be necessary to control drainage within the Plat. A storm water drainage plan must be submitted to the City and approved by the City and the City's Engineer before any work is done within the Plat. Storm water systems shall be designed based on 100-year high water levels. No storm water retention or pond areas shall be constructed on residential lots. Drainage easements shall be given to cover storm water conveyance needs. The Developer shall maintain all drainage area easements on each Lot and no improvements, landscaping or grading shall be permitted in drainage area easements that would interfere with drainage.

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

8. **Streetlights.** Streetlights shall be installed within the Plat according to a lighting plan, which will first be approved by the City Engineer. The Developer shall also submit a street lighting plan to Connexus Energy for its review, comment and approval. The installation of the streetlights shall be coordinated with Connexus Energy so that the street light system is installed, constructed and operated in such a manner as will harmoniously exist with other street lights within the area. Lights shall be placed on Bellaire Boulevard NW, Eagle Street NW and Bluebird Drive NW. Street lights must be installed prior to acceptance of the municipal improvements and the beginning of the warranty period.

9. **Street Repair.** It is anticipated that heavy construction equipment will be using City and County roads to access the Plat, including, but not limited to, Isanti Parkway NW, Bellaire Boulevard NW, Whiskey Road NW, Moline Loop NW and 3rd Avenue NW. The Developer shall be responsible for the reconstruction and/or repair of said street(s) identified as damaged by the City of Isanti following completion of construction within the Plat. Said reconstruction shall return the street(s) to an equal or better condition than existed prior to commencement of the Development. Plans for such work shall be approved by the City Engineer prior to commencement of reconstruction or repair work. The Developer shall instruct all construction crews to ensure that the properties adjacent to this Plat have access to their property at all times during construction.

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

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

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

13. **Financial Guarantee.** The Developer shall provide a financial guarantee to the City, in the form of a cash escrow, or irrevocable letter of credit in the amount equal to one hundred twenty five percent (125%) of the estimated amount of the required Developer Installed Improvements to be completed in the Phase(s) of the Development. The form of such financial guarantee shall be at the option of the

Developer subject to the City's approval of the documentation evidencing the guarantee. Any letter of credit shall be from a FDIC insured financial institution approved by the City. The City's Engineer shall calculate the estimated cost of completion of the Developer Installed Improvements for each Phase of the Development. One hundred twenty five percent of that amount will be required as a financial guarantee. Except as hereinafter provided, the City shall have the right to retain the financial guarantee until the Developer Installed Improvements have been completed to the satisfaction of the City. The Developer has a right to request reduction of the escrow, or letter of credit amount as work on the Developer Installed Improvements progresses. Specifically, the Developer shall send a written request to the City's Engineer for a specific reduction in the amount of the escrow, or letter of credit. The City Engineer shall review that request and make a recommendation to the City as to whether the escrow, or letter of credit should be reduced and if so, to what amount. The City shall then decide whether to reduce the escrow, or letter of credit. The City, however, will not reduce the escrow, or letter of credit, below 20% of the estimated cost of the Developer Installed Improvements until after submittal of record plan documents as required by paragraph 23, or below 10% of the total construction cost of the Developer Installed Improvements until two years following acceptance of the Developer Installed Improvements. At that point, the escrow, or letter of credit shall be released or refunded, as applicable, if no warranty work remains to be done.

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

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

16. **Park Fee.** The City has a policy to build up a capital account for future park acquisition and development by means of a park dedication fee. For each Phase the Developer agrees to pay the then current park dedication fee based on the number of

residential units. Park Fees for Final Plats approved shall be as per the City Fee Schedule. Fees are to be paid before any work on a Phase may begin. The fees current as of the date of this Agreement and applicable to Phase One are set forth in Exhibit B.

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

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

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

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

21. **Miscellaneous Provisions.** The Developer specifically understands that approval for Legacy Pines 3rd Addition is given subject to the following requirements:

- a. The Final Plat must be submitted by the Developer to the City for signatures (and the Mylar “hard shells” must be fully executed) within 120 days of the Council approval of the Final Plat or said approval shall be null and void. The Developer will pay for all costs pertaining to Plat recording and submit to the County for recording. The Developer shall also submit the Final Plat and “as constructed street and utility plans” in electronic format. The electronic format shall be the most current version of AUTOCAD in NAD 83 Isanti County Coordinates for mapping purposes.

- b. All applicable conditions of Plat approval must be met before any deeds are stamped for recording and prior to the recording of the Final Plat at the Isanti County Recorder's Office.
- c. No building or other permits shall be issued until the Final Plat has been recorded with the Isanti County Recorder; all street signs have been erected by the Developer (as determined by the City); and curb, gutter and the bituminous base course has been placed. This provision specifically requires that the surface water drainage system must be completed and functioning to the satisfaction of the City.
- d. Each Single-Family structure in future Phases shall meet the square footage requirements for the home and garage, and setback requirements per the Planned Unit Development and all applicable City Code and Ordinance requirements. The following setbacks shall apply:
 - i. front yard setback: 30 feet; however, when adjoining principal buildings existing at the time of construction on a vacant lot, the required front yard setback for the new structure shall not be greater than the average front yard setbacks of the building on either side of the vacant lot.
 - ii. Side yard setback: b. 7.5 feet
 - iii. Street side yard setback: c. 20 feet
 - iv. Rear yard setback: d. 30 feet
 - v. Accessory structure setback: e. 5 feet

- e. The Developer shall pay all fees relating to this subdivision, including the cost of recording documents relating to Developer's responsibilities hereunder with Isanti County.
- f. Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- g. Drainage and erosion control methods for this development shall be completed prior to the City accepting the roadways or the Developer Installed Municipal Improvements. All work shall be inspected by the City to ensure that it complies with City standards. The Developer is responsible for complying with the provisions of the MPCA's NPDES Stormwater Permit. Where the MPCA and City requirements differ, the more stringent or restrictive requirement shall govern.
- h. The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- i. The Developer shall remove all temporary soil stabilization and erosion control devices, such as silt fencing, before the escrow held by the City is returned to the Developer.
- j. No material deviations from the approved Final Plat and or construction plans shall be allowed unless approved in writing by the City.
- k. The Developer shall provide the City with legal descriptions of all parcels of land that are to be subdivided as a part of this project.
- l. A certificate of survey shall be provided by the builder to the Building Inspector for each Lot at the time a building permit is requested for that Lot. The Developer shall also provide to the City a certificate indicating that all Lots in the Development are graded as per the grading plan submitted.
- m. The Developer shall provide on-site a sufficient number of portable outhouses to be available for the persons who will be working on-site.

- n. During the installation of the Developer Installed Municipal Improvements, Developer shall remove all tree waste; junk, miscellaneous debris, junk vehicles, and any other personal property from land still owned by Developer pursuant to the City Code and shall seal wells as directed by the State of Minnesota.
- o. The Developer is responsible for the installation of mailboxes according to the United States Postal Service regulations. The Developer shall work with the local Postmaster to identify mailbox locations. The mailboxes must be installed before a Certificate of Occupancy is issued.

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

- a. **Planned Unit Development** - The Development is approved by the City as a Planned Unit Development, in which the conditions of such approval, authorized in City Council Resolution 2020-127, shall apply.
- b. **Liquidated Damages.**
 - i. The Developer agrees to pay liquidated damages to the City if any Lot upon which a home has been built has a real estate closing to an individual intending to use such home as a residence before a certificate of occupancy has been issued for that Lot and/or before all Developer Installed Municipal Improvements within the Plat are certified as being substantially completed by the City. Specifically, the Developer agrees to immediately pay to the City liquidated damages in the amount of \$1000.00 for each such closing that occurs in violation of this paragraph. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to in paragraph 13 as security for payment of any liquidated damages owed to the City. The City reserves the right to not issue a Certificate of Occupancy in addition to liquidated damages until all Developer Installed Municipal Improvements are certified as being substantially complete.
 - ii. The Developer agrees to pay liquidated damages to the City in the amount of \$500.00 if the Developer encroaches upon any City road right-of-way or utility easement without first obtaining a written permit from the City expressly authorizing said encroachment. The City shall

be authorized to retain an appropriate percentage of the financial guarantee referred to above as security for payment of any liquidated damages owed to the City.

- c. **Sodding and Seeding Requirements.** All boulevards, public areas, and storm water drainage areas shall be initially seeded and stabilized at completion of mass grading operation by the developer. Prior to issuance of a certificate of occupancy of a single-family residence, it shall be the responsibility of the Developer to install sodding in all lot front yards, side yards, and back yards per City Zoning Ordinance. Said sodding shall be complete, established and growing within sixty (60) days of issuance of a Certificate of Occupancy, except that, if the Certificate of Occupancy is issued between the dates of October 1 and May 1, then the sodding required herein shall be complete, established and growing no later than July 1 of the following year with the appropriate escrow established for the lot.

- i. All Lots shall receive four (4) inches of premium topsoil (as defined by MNDOT, from a source approved by the City Engineer) prior to sodding, in accordance with City Ordinance 445, Zoning Ordinance.
- ii. All seeded areas in the development shall be tilled to loosen compacted soils and receive 4 inches of topsoil. MNDOT #25 seed mix shall be used for all constructed storm water ponds and replacement areas.

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

- a. Topography in two-foot contour intervals.
- b. Water System facility information, including:
 - i. Location, size and depth of all mains;

- ii. Location and type of all valves; and,
 - iii. Location of all hydrants.
 - c. Sanitary sewer facilities information, including:
 - i. Location, size and depth of all mains;
 - ii. Location and invert elevations of all manholes; and,
 - iii. Location, size and depth of all lift stations.
 - d. Storm sewer facilities information, including:
 - i. Location, size and depth of all storm sewers;
 - ii. Location and invert elevations of all manholes; and,
 - iii. Location, type and outflow elevations of all storm water control structures.
 - e. Flood plain boundaries.
 - f. Ordinary high-water elevation for all water bodies.
 - g. Location of all easements.
 - h. Location of all road rights-of-way.
 - i. Location of all streets, sidewalks and trails.
 - j. Location and description of all surveying monuments.
 - k. The Developer shall also provide such other information regarding the Plat as is reasonably requested by the City.
24. **Warranty of Title.** The Developer warrants and represents to the City that it is the fee owner of the land described in the Plat and that it has authority to execute this Agreement and agree to the conditions hereof.
25. **Lien Waivers.** Copies of signed and recorded lien waivers are required from each of the Developer's Contractors and Subcontractors. The Lien Waivers shall be submitted

to and approved by the City Engineer prior to accepting the Developer Installed Municipal Improvements and starting the warranty period.

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

27. **Restrictions on Transfer/Indemnification.**

- a. **Indemnification.** The Developer agrees to defend and hold the City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorney's fees, arising out of actions or omissions by the Developer, its employees and agents, in connection with the Development.
- b. **Enforcement by City; Damages.** The Developer acknowledges the right of the City to enforce the terms of the Development Agreement against the Developer, by action for specific performance or damages, or both, and by any other legally authorized means. The Developer also acknowledges that its failure to perform any or all of its obligations under the Development Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of the Development Agreement.

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

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

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

- a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of the Developer's work or work of any of its subcontractors. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$200,000.00 for each occurrence. The City, City Engineer, and Developer's Engineer shall be additional named insureds on said policy. The Developer shall file a copy of the insurance coverage with the City.
- b. Worker's compensation insurance as required by statute.

30. **Events of Default.**

- a. **Events of Default Defined.** The following shall be "Events of Default" under the Development Agreement and the term "Event of Default" shall mean, whenever it is used in the Development Agreement, any one or more of the following events:
 - i. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Developer Installed Municipal Improvements pursuant to the terms, conditions and limitations of the Development Agreement. For purposes of this Agreement, "unavoidable delays" means delays which are the direct result of acts of

God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Municipal Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.

- ii. Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under the Development Agreement.

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

- i. The City may suspend its performance under the Development Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Development Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.
- ii. The City may initiate such action, including legal, equitable or administrative action, as is necessary for the City to secure performance of any provision of the Development Agreement or recover any amounts due under the Development Agreement from the Developer, or immediately draw on the financial guarantees provided by the Developer pursuant to the Development Agreement.
- iii. The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.
- iv. The Developer agrees that if the escrow or financial guarantee is insufficient or terminates, the City has the right to use the special assessment process under Minnesota Statutes chapter 429 to construct and pay for uncompleted Developer Installed Municipal Improvements or to correct and repair any improvements under warranty. This constitutes a petition to undertake such public improvements under Minnesota Statutes chapter 429, and waiver of any all rights to notices, hearings and appeal under said chapter.

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

- a. Developer: Everpine Holdings, LLC
 4655 Nicols Road, Suite 106
 Eagan MN 55122
- b. City: City of Isanti
 City Administrator
 P.O. Box 428
 Isanti, MN 55040

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

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

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

34. **Other Provisions.**

- a. **Modifications.** The Development Agreement may be modified solely through written amendments hereto executed by the Developer and the City.
- b. **Counterparts.** The Development Agreement may be executed in any number of counterparts, each one of which shall constitute one and the same instrument.
- c. **Judicial Interpretation.** Should any provision of the Development Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a

document is to be construed more strictly against the party who itself of through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation thereof.

- d. **Governing Law.** The Development Agreement shall be construed under the laws of the State of Minnesota.
- e. **Severable Provisions.** If any word, phrase, clause or part of this Agreement is found unenforceable, the balance of the Agreement shall remain in full force and effect.

The Remainder of this page is left intentionally blank.

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

CITY OF ISANTI

By: _____
Mayor

Attest:

City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

On this _____ day of August, 2020, before me, a Notary Public, personally appeared Jeff Johnson and Katie Brooks, of the City of Isanti, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Isanti by the Mayor and City Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.

Notary Public

Everpine Land Holdings, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of August, 2020, before me, a Notary Public, within and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of Everpine Holdings, LLC, named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company and acknowledged to be the free act and deed of said company.

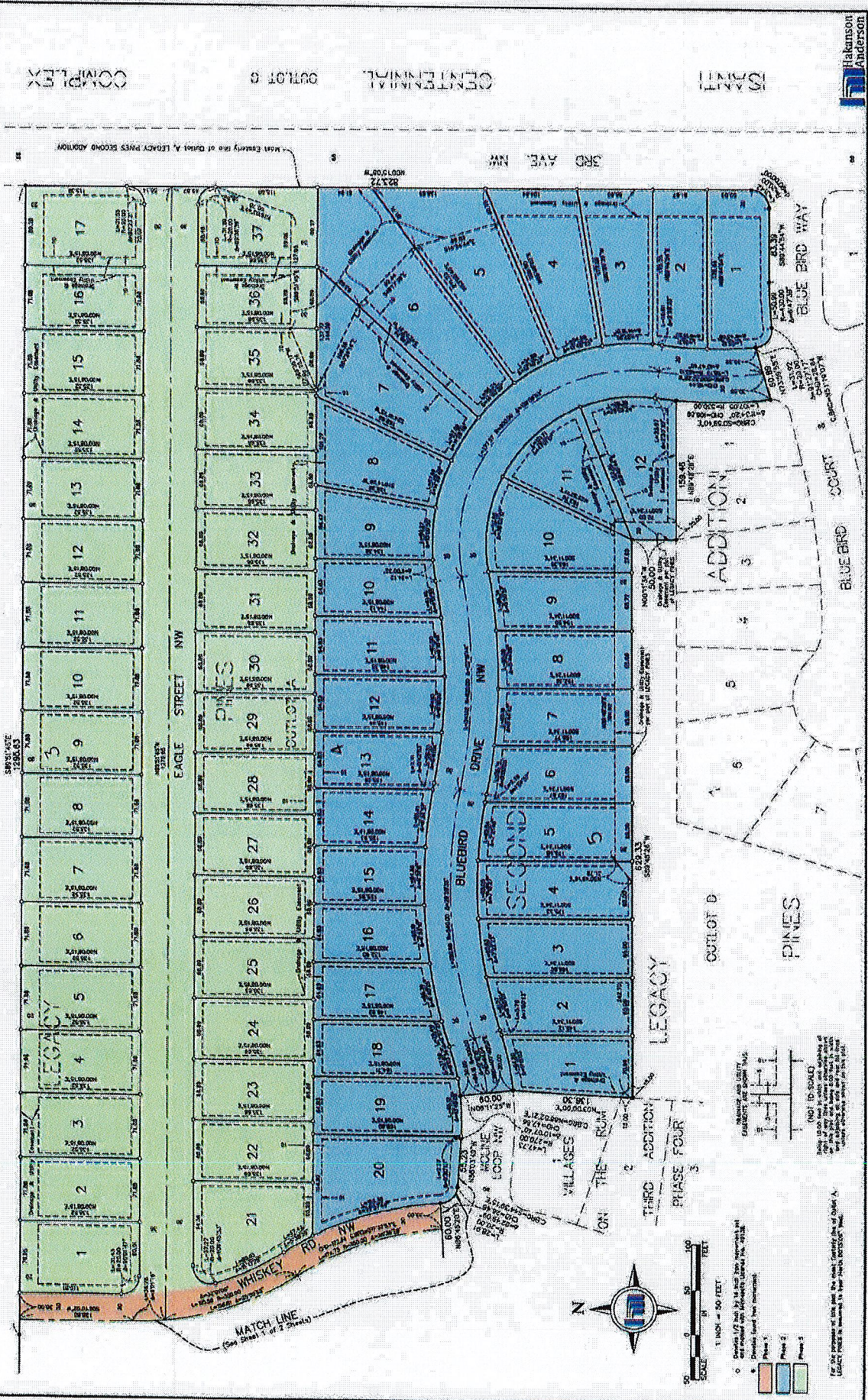
Notary Public

This document was drafted by:

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

SEC. 19, T. 35, R. 23
CITY OF ISANTI
ISANTI COUNTY, MN

LEGACY PINES THIRD ADDITION



Hanson
Anderson
SHEET 2 OF 2

2020 Exhibit B - Legacy Pines 3rd Addition PHASE I DRAFT

| | |
|--------|----------|
| Acres: | |
| Units: | |
| Lots: | \$ 28.00 |

| I. Platting Fees Owed/Credits: | | Cost | per acre/unit/lot | Cash | Notes: |
|--------------------------------|----------------------|------|----------------------|--------------|--------|
| A. | Signal light | | \$119 | \$ 3,332.00 | |
| B. | Park Dedication Fee | | \$1,500 | \$ 42,000.00 | |
| C. | Trunk Utility Charge | | \$1,000 | \$ 28,000.00 | |
| D. | | | | \$ - | |
| E. | | | | \$ - | |
| F. | | | | \$ - | |
| G. | | | | \$ - | |
| Total Fees: | | | | \$ 73,332.00 | |

| II. Improvement Related Costs: | | Cash | Notes |
|--------------------------------|--|------|-------|
| | | | |

| | | | |
|----------------|------------------------|-------------|-------|
| C. Engineering | Letter of Credit (LOC) | Cash Escrow | Notes |
| City Escrow | | | TBD |

| | |
|--------------------|-----------|
| I. Construction | Exhibit C |
| Engineers Estimate | |

| | |
|----|-----|
| \$ | TBD |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |

Improvement Subtotals: \$ -

| III. LOC/Escrow/Fees required: | | LOC* | Cash |
|--------------------------------|--|------|---------------------------|
| A. | Letter of Credit (LOC) - Section II I. | \$ | 125% of construction cost |
| B. | Cash Escrow - Section II C-H. | | \$ - |
| C. | Fees - Section I | | \$ 73,332.00 |

Total LOC and Cash required \$ 73,332.00

*additional 2 yr maintenance bond will also be required for all municipal infrastructure

RESOLUTION 2020-XXX

OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK TO BRIAN WILLIAMS

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

WHEREAS, the staff was directed to advertise and accept applications to fill a Liquor Store Part-Time Clerk position; and,

WHEREAS, Brian Williams was selected as the most qualified candidate for the open Part-Time Liquor Store Clerk position. Offers are contingent on successfully passing a background check and reference check. If any of the mentioned contingencies are not met, the offer can and will be rescinded;

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

1. That Human Resources is hereby directed to offer the Part-Time Liquor Store Clerk position to Brian Williams for the City of Isanti and that she shall be eligible to start in that position on or after August 18th, 2020.
2. This position is part time and not eligible for benefits.
3. That Brian Williams shall start at Step 1 of the Wage Scale at \$11.89 per hour.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This Resolution is hereby approved by the Isanti City Council this 18th day of August 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



Isanti Police Department Monthly Report

July 2020

| <u>Reported Crime</u> | <u>Month to Date</u> | <u>Year to Date</u> |
|-------------------------------|----------------------|---------------------|
| Theft | 12 | 66 |
| Assault | 3 | 13 |
| Vandalism/Damage to Property | 3 | 21 |
| Narcotics | 2 | 25 |
| Burglary | 1 | 2 |
| Domestics | 4 | 41 |
| Crim Sex | 1 | 3 |
| Robbery | 0 | 0 |
| Loud Party/Disturbance | 22 | 109 |
| Medical | 25 | 244 |
| Permit to Purchase | 15 | 72 |
| Security Check / Extra Patrol | 379 | 2,634 |

| <u>Traffic Offenses</u> | <u>Month to Date</u> | <u>Year to Date</u> |
|--|----------------------|---------------------|
| No Insurance | 6 | 33 |
| DUI | 1 | 8 |
| Accidents | 10 | 46 |
| Hit & Run | 0 | 3 |
| Warrant P/U | 2 | 14 |
| Speed | 29 | 166 |
| DAR/DAS | 10 | 38 |
| Administrative Citations (Including Speed) | 18 | 79 |

| <u>Squad Mileage</u> | <u>Month End Mileage</u> | <u>Month Miles</u> | <u>YTD Miles</u> |
|----------------------|--------------------------|--------------------|------------------|
| Ford Explorer 221 | 94,141 | 2,755 | 7,943 |
| Ford Explorer 224 | 88,063 | 1,697 | 14,771 |
| Ford F150 225 | 36,169 | 1,148 | 8,369 |
| Chevy Impala 223 | 97,174 | 317 | 2,135 |
| Dodge Durango 226 | 17,448 | 1,412 | 8253 |
| Dodge Durango 227 | 21,525 | 2,281 | 14359 |

M.2.

CEZT REPORT JULY 2020

[illegible]

CITY OF SANTITI MONTHLY REPORT

July 2020

| 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 | \$0.00 | \$0.00 |
| ROOF / SIDING | 15 | 27 | \$0.00 | \$0.00 | \$15.00 | \$16.00 | \$1,200.00 | \$2,160.00 | \$1,200.00 | \$2,160.00 |
| DECK | 17 | 38 | \$95,490.32 | \$240,408.04 | \$55.90 | \$55.90 | \$4,266.90 | \$9,592.20 | \$4,266.90 | \$9,592.20 |
| LL FINISH | 1 | 12 | \$18,050.00 | \$184,355.13 | \$9.03 | \$9.03 | \$549.45 | \$5,723.20 | \$549.45 | \$5,723.20 |
| REMODEL / ADDITION | 0 | 8 | \$0.00 | \$12,008.70 | \$0.00 | \$0.00 | \$0.00 | \$947.78 | \$0.00 | \$947.78 |
| GARAGE / SHED | 1 | 2 | \$8,800.00 | \$28,672.00 | \$4.40 | \$4.40 | \$301.95 | \$876.15 | \$301.95 | \$876.15 |
| MISCELLANEOUS | 18 | 93 | \$0.00 | \$10,750.00 | \$34.16 | \$34.16 | \$2,896.75 | \$13,064.43 | \$2,896.75 | \$13,064.43 |
| SINGLE DWELLINGS | 12 | 49 | \$2,314,580.82 | \$8,649,623.01 | \$1,274.19 | \$1,362.29 | \$94,514.20 | \$124,845.60 | \$94,514.20 | \$124,845.60 |
| MULTI DWELLINGS | 0 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| MECHANICAL | 12 | 73 | \$0.00 | \$0.00 | \$12.00 | \$12.00 | \$900.00 | \$5,625.00 | \$900.00 | \$5,625.00 |
| PLUMBING | 13 | 72 | \$0.00 | \$0.00 | \$13.00 | \$13.00 | \$1,102.00 | \$5,608.00 | \$1,102.00 | \$5,608.00 |
| RESIDENTIAL TOTAL | 89 | 374 | \$2,436,921.14 | \$9,125,816.88 | \$1,417.68 | \$1,506.78 | \$45,731.25 | \$168,442.36 | \$45,731.25 | \$168,442.36 |
| COMMERCIAL | | | | | | | | | | |
| NEW BUILDINGS | 0 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| REMODEL / ADDITION | 0 | 3 | \$0.00 | \$316,520.00 | \$0.00 | \$0.00 | \$0.00 | \$5,454.90 | \$0.00 | \$5,454.90 |
| PLUMBING | 0 | 2 | \$0.00 | \$18,000.00 | \$0.00 | \$0.00 | \$0.00 | \$165.00 | \$0.00 | \$165.00 |
| MECHANICAL | 0 | 5 | \$0.00 | \$70,475.00 | \$0.00 | \$0.00 | \$0.00 | \$1,744.26 | \$0.00 | \$1,744.26 |
| ROOF / SIDING | 0 | 1 | \$0.00 | \$6,000.00 | \$0.00 | \$0.00 | \$0.00 | \$227.70 | \$0.00 | \$227.70 |
| MISCELLANEOUS | 2 | 17 | \$6,000.00 | \$115,890.00 | \$4.00 | \$4.00 | \$319.70 | \$3,599.10 | \$319.70 | \$3,599.10 |
| COMMERCIAL TOTAL | 2 | 28 | \$6,000.00 | \$526,885.00 | \$4.00 | \$4.00 | \$319.70 | \$11,190.96 | \$319.70 | \$11,190.96 |
| RESIDENTIAL/COMMERCIAL TOTAL | 91 | 402 | \$2,442,921.14 | \$9,652,701.88 | \$1,421.68 | \$1,510.78 | \$46,050.95 | \$179,633.32 | \$46,050.95 | \$179,633.32 |

YEARLY BUILDING PERMIT COMPARISONS

THRU 7/31/2020

| Year | # permits | Single units | Multi units | Commercial | Permit Value | Permit Fees | WAC/SAC Fees |
|------|-----------|--------------|-------------|------------|----------------|--------------|--------------|
| 2015 | 114 | 12 | 0 | 0 | \$2,203,220.45 | \$42,200.42 | \$87,813.00 |
| 2016 | 168 | 26 | 0 | 1 | \$7,083,535.74 | \$97,096.53 | \$199,575.00 |
| 2017 | 193 | 28 | 0 | 1 | \$5,566,976.50 | \$88,516.65 | \$242,988.80 |
| 2018 | 185 | 22 | 0 | 0 | \$4,968,962.00 | \$84,536.30 | \$122,662.00 |
| 2019 | 158 | 17 | 0 | 0 | \$4,192,779.60 | \$70,262.86 | \$99,854.00 |
| 2020 | 402 | 49 | 0 | 0 | \$9,652,701.88 | \$179,633.32 | \$273,018.00 |

MONTHLY COMPARISON FOR 2020

| Month | # Permits | Permit Value | Permit Fees |
|---------------|------------|-----------------------|---------------------|
| January | 39 | \$487,175.68 | \$10,152.70 |
| February | 41 | \$1,200,928.35 | \$21,432.50 |
| March | 45 | \$904,927.41 | \$16,008.28 |
| April | 67 | \$1,636,592.28 | \$30,640.33 |
| May | 45 | \$987,557.04 | \$19,028.86 |
| June | 72 | \$1,816,398.30 | \$33,652.40 |
| July | 91 | \$2,442,921.14 | \$46,050.95 |
| August | 2 | \$176,201.68 | \$2,657.30 |
| 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 | 402 | \$9,652,701.88 | \$179,633.32 |



**BOLTON
& MENK**

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7533 Sul **M.4.**
Ramsey, MN 55303-5119

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

MEMORANDUM

Date: August 12, 2020
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W. Cook, P.E.
City Engineer
Subject: Project Status Report
Isanti, MN
Project No.: R13.120117

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

1) TH 65 & Cajima Street RCUT Improvements

Minor punchlist items will be wrapped up this month.

2) 6th Avenue Rehabilitation

The contractor plans to begin work on this project after Labor Day, with work planned to be completed in mid to late October 2020.

3) 2020 Pavement Management Project

The contractor has completed the sealcoat and fog seal. They will return to stripe the roadway this month.

4) 2020 Storm System Management Project

Minor remaining items will be completed this fall.

5) Legacy Pines 2nd Addition

The sidewalk has been completed. The final lift of pavement is scheduled to be completed later this fall. The parking lot to Legacy Pines is open to the public.

6) MS4 Implementation

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

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

Please contact me if you have any questions.