

**ADDENDUM TO AGENDA  
CITY OF ISANTI  
CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 7, 2021 – 7:00 P.M.  
CITY HALL**

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- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Public Comment**
- E. Adopt Agenda**
  
- F. Proclamations/Commendations/Certificate Award**
  
- G. Approve City Council Minutes**
  
- H. Announcements**
  
- I. Council Committee Reports**
  
- J. Public Hearings**
  
- K. Business Items**
  
- L. Consent Agenda**

**ADD L.5.** Resolution 2021-XXX Approving the Extension of Recording the Final Plat for Fairway Greens South

**ADD L.6.** Resolution 2021-XXX Approving the Offer to Keith Lusk for the Position of Liquor Store Manager

- M. Other Communications**
  
- N. Closed Session**

**Adjournment**

A Community For Generations.



## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Sheila Sellman, Community Development Director  
**Date:** September 7, 2021  
**Subject:** Resolution 2021-XXX Approving the Extension of Recording the Final Plat for Fairway Greens South

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### **Background:**

At the June 1, 2021 City Council meeting the Council approved the preliminary and final plat for Fairway Greens North. City code requires final plats to be recorded within 90 days. As part of the development agreement process the developer has requested a discussion on utility oversizing that we are requiring. The next COW meeting is on September 21, 2021; therefore, he can't record the plat within in the 90-day timeline. Staff suggested he ask for an extension to record and he has since made that request.

### **Request:**

Consider resolution 2021- XXX approving an extension of recording the final plat for Fairway Greens South for 90 days.

### **Attachments:**

- Resolution 2021-XXX

**RESOLUTION 2021 - XXX**

**APPROVING THE EXTENSION OF RECORDING THE FINAL PLAT FOR FAIRWAY GREENS SOUTH**

**WHEREAS**, the developer has an approved final plat known as Fairway Greens South consisting of 45 residential lots; and,

**WHEREAS**, a Development Agreement for Fairway Greens South has been drafted and will be discussed at Committee of the Whole on September 21, 2021; and,

**WHEREAS**, Subdivision Ordinance 536, Article 6, Subdivision 1 (I) requires all plats shall be recorded with the County Recorder's Office within ninety days after the date of approval;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Isanti, Minnesota hereby approves the extension for 90 days to record the plat.

This Resolution hereby approved by the City Council of the City of Isanti this 7<sup>th</sup> day of September 2021.

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Mayor Jeff Johnson

Attest:

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Jaden Strand  
City Clerk

**RESOLUTION 2021-XXX****APPROVING THE OFFER TO KEITH LUSK FOR THE POSITION OF LIQUOR STORE MANAGER**

**WHEREAS**, the City Council of the City of Isanti is required to approve all new hires as vacancies occur; and,

**WHEREAS**, the hiring panel determined that it was in the best interest of the City to promote within the organization to fill an open full-time, exempt, Liquor Store Manager position with full benefits package; and,

**WHEREAS**, Keith Lusk has been selected as the most qualified candidate for the Liquor Store Manager position; and,

**WHEREAS**, the Employment Agreement is attached in EXHIBIT A; and,

**WHEREAS**, the offer does not have pending contingencies as Keith Lusk is a current employee in good standing;

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

1. That Human Resources has offered the Liquor Manager position to Keith Lusk and who is eligible to start in that position on September 11, 2021.
2. That Keith Lusk shall start at Step 1 of the wage scale \$68,128.32 annually, \$32.7540 per hour.
3. That Keith Lusk will keep current leave banks and accrual and continue to accrue vacation, sick and compensatory time based on current personnel policy as an exempt status employee.
4. That Keith Lusk will be on probation per current personnel policy.
5. That Human Resources is directed to complete all/any required documentation for the completion of employment offer and place a copy of this resolution in the employee's personnel file for future reference.

This Resolution is hereby approved by the Isanti City Council this 7<sup>th</sup> day of September 2021.

Attest:

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Mayor Jeff Johnson

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Jaden Strand  
City Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into on September 11, 2021 by and between the City of Isanti, Minnesota, a municipal corporation, herein called EMPLOYER, and Keith Lusk, herein called EMPLOYEE. This Agreement shall become effective on the EMPLOYEE'S first day of employment of September 11, 2021.

EMPLOYER desires to employ the services of Keith Lusk as Liquor Store Manager for the City of Isanti as provided by applicable Minnesota law and applicable ordinances of the City of Isanti, Minnesota.

It is the desire of the EMPLOYER to employ the EMPLOYEE and it is the EMPLOYEE's desire to accept employment from the EMPLOYER on the terms and conditions as set forth herein.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE EMPLOYER AND EMPLOYEE AGREE AS FOLLOWS:

1. Duties. As authorized pursuant to the provisions of Minnesota Statutes Section §412.111, the EMPLOYER hereby agrees to employ EMPLOYEE as Liquor Store Manager of the City of Isanti to perform the functions and duties as specified in the job description for the position of Liquor Store Manager of the City of Isanti, as approved by the City Council, and as the same may be amended from time to time.

2. Term. The EMPLOYEE's employment shall be for an indefinite term at the will of the EMPLOYER. The terms of this contract shall be applicable from September 11, 2021 and until termination of the employment relationship, or until amended by subsequent agreement approved by action of the City Council of the City of Isanti and signed by both EMPLOYER and EMPLOYEE.

3. Employment at Will. The EMPLOYEE is employed at the will of the EMPLOYER, and therefore may be terminated at any time with or without cause upon, except as hereinafter provided, not less than 30 days' written notice from EMPLOYER to EMPLOYEE. EMPLOYER may however, in EMPLOYER's sole discretion, terminate the EMPLOYEE without any prior notice for misconduct, defined as follows:

A. Conduct by the EMPLOYEE resulting in criminal charges against the EMPLOYEE (except for petty misdemeanor traffic violations); or

B. EMPLOYEE's refusal to obey a lawful directive of EMPLOYER; or

C. Acts by the EMPLOYEE intended to cause injury to the EMPLOYER.

The EMPLOYEES probationary period shall be six (6) months, unless extended for a specified period not to exceed six (6) additional months. Notwithstanding the provision for thirty (30) day notice prior to termination, the EMPLOYER shall have the right to terminate employment with the EMPLOYEE with or without cause at any time during the EMPLOYEES probationary period without the requirement that said thirty (30) days' notice be given.

4. Salary. EMPLOYER agrees to pay EMPLOYEE for services rendered pursuant to this contract wages calculated on an annual base salary of step 1 in the amount of \$68,128.32 payable in installments at the same time as other payroll employees of the EMPLOYER are paid. Subsequent annual step salary increases, as applicable, shall be contingent upon on a satisfactory annual performance review and current personnel policy. Cost of living salary adjustments, if any, shall be subject to approval by the City Council.

5. Vacation, Sick Leave and Insurance Benefits. The EMPLOYEE shall be entitled to carry over current banked hours of vacation and sick. The EMPLOYEE shall earn vacation at an accrual rate equivalent to 96 hours per year (two-fifth year rate). Sick leave, insurance and other employee benefits shall be provided as prescribed by the EMPLOYER's current personnel policy.

6. Performance Appraisal. The City Administrator, shall review and evaluate the performance of EMPLOYEE at least once annually per current personnel policy, preferably prior to yearly EMPLOYEE'S anniversary of each year. Following completion of each such performance appraisal the EMPLOYEE shall be given a summary thereof.

7. Retirement Benefits. The EMPLOYEE shall be entitled to participate in the accrual of retirement benefit contributions as prescribed for public employees under PERA, and/or under any other retirement program, if any, which may now or hereafter be available pursuant to and consistent with any applicable state or federal laws and EMPLOYER's personnel policy.

8. Personnel Policy. Except where specifically abridged or modified by this Agreement, the EMPLOYEE shall be subject to all terms and provisions of the EMPLOYER's personnel policies as set forth in the EMPLOYER's personnel policy manual. If any provision of this manual conflicts with a provision in this contract, then the contractual provision shall prevail.

9. Professional Development. The EMPLOYER agrees, subject to annual budget approval and subject to preauthorization of the City Administrator and/or City Council, to pay all necessary and reasonable expenses of EMPLOYEE for short courses, institutes and seminars that are, in the opinion of both EMPLOYER and EMPLOYEE necessary for professional development of EMPLOYEE.

10. Professional Membership. During the term of employment, EMPLOYER will pay EMPLOYEE's annual regular membership dues for EMPLOYEE's ongoing membership in the Minnesota Municipal Beverage Association as the same become due and payable.

11. Severability. Should any provision of this agreement be held unlawful by a Court of competent jurisdiction; all other provisions of this agreement shall remain in force for the duration of the agreement.

12. Notices. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

EMPLOYER

City of Isanti  
110 First Ave. NW  
P.O. Box 428  
Isanti, MN 55040

EMPLOYEE

Keith Lusk  
[REDACTED]  
[REDACTED]

Alternatively, notices required pursuant to this agreement may be personally served as prescribed by the Minnesota Rules of Civil Procedure. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States mail.

13. Council Approval. This Employment Agreement is subject to approval by the City Council of the City of Isanti, Minnesota.

IN WITNESS WHEREOF, the EMPLOYER has caused this agreement to be signed and executed on its behalf by the Mayor and City Administrator, and the EMPLOYEE has signed and executed this agreement as of the day and year first above written.

EMPLOYER

EMPLOYEE

City of Isanti, Minnesota

By: \_\_\_\_\_  
Mayor Jeff Johnson  
Its Mayor

\_\_\_\_\_  
Keith Lusk

By: \_\_\_\_\_  
Josi Wood  
Its City Administrator