AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING

TUESDAY, FEBRUARY 21, 2023 – 7:00 PM
COUNCIL CHAMBERS

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Comment
A forum for the public to address Council regarding City government topics. Public comment is limited to three minutes unless voted upon. Information provided to Council may be referred to staff and/or scheduled for discussion at a future meeting. Please raise your hand to be recognized.

E. Adopt Agenda

F. Proclamations/Commendations/Certificate Award

G. Approve City Council Minutes
1. January 31, 2023- City Council Goal Setting Meeting Minutes
2. February 7, 2023- Regular Meeting Minutes of City Council

H. Announcements

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Interview Applicant Dan Hinnenkamp for Vacant Economic Development Authority Seat
2. Resolution to Amend Resolution 2023-022 Designating Committees and Representative City Commissions and Advisory Boards for Year 2023
3. An Ordinance to Consider Amending Chapter 227; Parking and Storage
4. Resolution to Consider the Purchase of Two Kubota Mowers
5. Resolution Authorizing Engineering Services for the Bluebird Splash Pad Improvements
6. Resolution to Consider Property Owner Petition for Detachment
7. Lighting Infill Plan Discussion

L. Approve Consent Agenda
1. Payroll in the Amount of $135,551.05 and Accounts Payable in the Amount of $426,275.98
2. Resolution Accepting Resignation of Part-Time Liquor Store Clerk II Jacob Dahlin
3. Resolution Accepting Resignation of Part-Time Police Officer Michael Vogel
4. Consider Resolution Approving State of MN Joint Powers Agreements with the City of Isanti and the Minnesota Internet Crimes Against Children Task Force (ICAC)

M. Other Communications

1. January Police Department Report
2. January Code Enforcement Report
3. January Building Inspector Report
4. February Engineering Project Status Report

N. Adjournment

AGENDA ITEM NO. G.1

MEMO

To: **Mayor Gordon and Members of City Council**
From: Jaden Strand, City Clerk
Date: February 21, 2023
Subject: January 31, 2023- City Council Goal Setting Meeting Minutes

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Request:
Staff is requesting approval.

Attachment(s):
- 1-31-2023 Goal Setting Minutes.pdf

MINUTES

CITY OF ISANTI
CITY COUNCIL MEETING

TUESDAY, JANUARY 31, 2023 – 5:30 PM
COUNCIL CHAMBERS
GOAL SETTING WORK SESSION

A. Call to Order
Mayor Gordon called the meeting to order at 5:30 pm.

B. Pledge of Allegiance
The Pledge of Allegiance was recited.

C. Roll Call
Members Present: Dan Collison, Jimmy Gordon, Steve Lundeen, Luke Merrill

Others Present: Dan Hinnenkamp

D. Goal Setting Work Session Topics

1. Purpose

City Administrator Josi Wood shared the purpose of goal setting is to develop consensus to determine top priorities for 2023, provide direction on the 2023-2024 budget principles and develop a prioritization of 2023 projects.

2. Existing Council Approved and On-going Plans

CA Wood shared that D.2. consisted of Council approved/ on-going plans.

3. 2022 Goals and Progress Summary

CA Wood shared that D.3. consisted of 2022 Goals and progress summary.

4. 2023-2025 Major Projects in CIP

CA Wood shared that D.4. are the top bucketed items that are within the Capital Improvement Plan slated for years 2023, 2024 and 2025.

5. Past Council Established Goals

CA Wood shared that D.5. consisted of previous goals from years 2012-2021.

6. City Staffing

CA Wood shared that the only position slotted for 2023 is a Public Works Utility Lead.

E. Discussion Items

1. Goal Setting Discussion Items

- Residential Leaf Pickup

Mayor Gordon and Councilmember Merrill requested this item as a topic for discussion.

Information was shared that the City of North Branch collects leaves in the Fall that residents have brought to the curb line. If the City wanted to consider to do this a new piece of equipment would be needed. The City of North Branch purchased their equipment last year for 225,000.00 with an anticipated annual maintenance cost of $3,500.00.

City Council further discussed.

There was no further recommendation.

- Finalizing the Concept for the Splash Pad

Staff placed this item on the agenda for discussion and to discuss next steps for the project.

City Council was provided with options for concept, cost size and cost of the proposed Splash Pad.

Councilmember Lundeen shared that he may be interested in providing plumbing work for the project for free.

City Council further discussed.

Recommendation from City Council is for staff to look into long-term funding for CIP costs, and how in-kind donations would affect the grant and bring back to a future meeting for further discussion.

- Changes to the Planned PW Storage Facility and Sharing the New PD Facility Garage Area

Mayor Gordon requested this item as a topic for discussion.

Discussion was held in regards to moving the planned PW building that is planned in 2025 out to a future year and PW sharing the new PD garage.

Councilmember Merrill shared that he thought we should move forward with the salt shed as planned

There was not a consensus however this item will be brought up for continued discussion at a later meeting.

- Completing the Police Department Facility Remodel

Mayor Gordon requested this item as a topic for discussion.

It was shared that $50,000.00 is currently budgeted in Fund 920 for the remodel. The total remodel and constructions costs are estimated to be $275,000.00. The evidence room is estimated to be $120,000.00.

City Council further discussed.

This item will be further discussed at a later meeting for funding options.

- Changes to the T.H. Overlay District

Mayor Gordon requested this item as a topic for discussion.

City Council discussed if changes should be made to the T.H. Overlay District.

There was not a consensus to move forward.

- Full Page Utility Billing

Mayor Gordon requested this item as a topic for discussion.

City Council discussed if utility bills should change to a full page and announcements and events can be shared on the page.

Recommendation from City Council is for staff to look into options of a larger post card.

- Intersection Control at East Dual and CSAH 5

Mayor Gordon requested this item as a topic for discussion.

CA Wood updated Council that the County would like to move forward with completing the study that was initially approved in 2019 however was not finalized. The cost of the study amendment is $10,3120.00 and the County would like to split the cost of the study by 1/3. This item will be on the next Council agenda.

There was no further recommendation from Council.

- Recession Plan

Mayor Gordon added this item as a topic for discussion at the meeting.

Mayor Gordon shared that he wanted to have a plan in place should we go into a recession and what would be possible 10% and 25% budget cuts.

City Council discussed further.

There was not a consensus to move forward.

- Facebook Group

Councilmember Merrill added this item as a topic for discussion at the meeting.

City Council discussed the option of creating a Facebook group for potential surveys.

There was not a consensus to move forward.

F. Establish Goals

CA Wood shared that more information or continued discussion was needed on most of the items therefore she recommended to wait to prioritize City Goals at a later date.

G. Adjournment

Motion by Collison, seconded by Merrill to Adjourn. Motion carried 3-1 with Gordon voting nay.

The meeting adjourned at 7:11 pm

Respectfully Submitted,

Jaden Strand
City Clerk

AGENDA ITEM NO. G.2

MEMO

To: **Mayor Gordon and Members of City Council**
From: Jaden Strand, City Clerk
Date: February 21, 2023
Subject: February 7, 2023- Regular Meeting Minutes of City Council

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Request:
Staff is requesting approval.

Attachment(s):
- 2-7-2023 City Council Minutes

MINUTES

CITY OF ISANTI
CITY COUNCIL MEETING

TUESDAY, FEBRUARY 7, 2023 – 7:00 PM
COUNCIL CHAMBERS

A. Call to Order
Mayor Gordon called the meeting to order at 7:00 pm

B. Pledge of Allegiance
The Pledge of Allegiance was recited.

C. Roll Call
Members Present: Dan Collison, Jimmy Gordon, Steve Lundeen, Luke Merrill, George Hemen

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Public Services Director Matt Sylvester, Parks, Recreation and Events Coordinator Jordan Clementson, City Engineer Jason Cook, Community Development Director Stephanie Hillesheim, Finance Director Mike Betker and Chief of Police Travis Muyres

Others Present: Jason Gehrman, Dan Hinnenkamp, Lori Dusan, Jeff Holmgren, Derick Johnson and Christopher Ward

D. Public Comment
A forum for the public to address Council regarding City government topics. Public comment is limited to three minutes unless voted upon. Information provided to Council may be referred to staff and/or scheduled for discussion at a future meeting. Please raise your hand to be recognized.
None

E. Adopt Agenda
Add K.8. Splash Pad Discussion

Motion by Merrill, seconded by Lundeen to Approve with the modifications listed above. Motion Passed: 4 - 0.

F. Proclamations/Commendations/Certificate Award
None

G. Approve City Council Minutes
1. January 17, 2023- Regular Meeting Minutes of City Council
2. January 17, 2023- Committee of the Whole Meeting Minutes

Motion by Lundeen, seconded by Collison to Approve L.1. and L.2. Motion Passed: 4 - 0.

H. Announcements
1. **CITY OFFICES CLOSED-** Monday, February 20, 2023
(In Observance of President's Day)
Committee of the Whole- Tuesday, February 21, 2023 at 5:00 pm.
Planning Commission Meeting- Tuesday, February 21, 2023 at 6:00 pm.
City Council Meeting- Tuesday, February 21, 2023 at 7:00 pm.

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

1. Interview Candidates for Temporary Appointment to Vacant City Council Seat

a. Resolution Appointing Candidate to Fill the Vacant City Council Seat on the Isanti City Council for the Remainder of the Term until the Next Election
b. Oath of Office for Appointed
c. Resolution to Amend Resolution 2023-002 Designating Committees and Representative City Commissions and Advisory Boards for Year 2023

Seven applications from City residents Jason Gehrman, George Hemen, Travis Linder, Dan Hinnenkamp, Lori Dusan, Jeff Holmgren and Derick Johnson were received for the temporary appointment to the vacant City Council seat.

All candidates, except Travis Linder who withdrew his application, were present and uniform questions relating to the City Council seat were asked of them.

Councilmember Collison thanked the applicants for applying and shared that there is always other important roles that struggle to be filled such as Park and Rec, EDA, Planning Commission and encouraged applicants to apply.

Councilmember Merrill shared it is awesome people want to get involved.

Mayor Gordon shared that he has been in the same position when he applied and was appointed and it is not easy but he appreciated applicants that came in to interview.

Consensus from Council is that all applicants were qualified candidates.

Mayor Gordon shared that he endorsed candidate Hemen as he had been around a long time and was there for his neighbors during annexation.

Councilmember Lundeen shared he felt that Dan Hinnenkamp is the fair choice for the position as he ran in the 2022 election. Lundeen further shared that he was the only one that showed interest prior to the vacant seat.

Councilmember Collison shared he felt the same way with a lot of qualified candidates but Dan Hinnenkamp's early interest and the votes he got in the election show the community would want him on Council to represent the community.

Voting ballots were passed out to the Mayor and Council, completed, and collected by City Clerk Strand. Once all ballots were received, Strand announced 2 votes for Dan Hinnenkamp and 2 votes for George Hemen.

CA Wood shared that with the announced tie, per state statute Mayor Gordon could break the tie or if the Mayor does not wish to break the tie, a revote by ballot may occur.

Mayor Gordon appointed candidate George Hemen.

Councilmember Lundeen shared disagreement in the process that the Mayor can break the tie.

Motion by Merrill, seconded by Lundeen to appoint George Hemen to the vacant City Council seat. Motion Passed: 3 – 1 with Collison voting nay.

Resolution 2023-021 Appointing Candidate to Fill the Vacant City Council Seat on the Isanti City Council for the Remainder of the Term Until the Next Election

Hemen was given the Oath of Office and Sworn in by Clerk Strand.

Hemen took his seat among the Council for the remainder of the meeting.

City Council discussed amending Resolution 2023-002 to appoint Hemen as an alternate for Park Board,

Motion by Merrill, seconded by Lundeen to amend Resolution 2023-002 to appoint George Hemen as an alternative to the Park Board. Motion Passed: 5 - 0.

Resolution 2023-022 Amending Resolution 2023-002 Designating Committees and Representative City Commissions and Advisory Boards for Year 2023

2. Ordinance Amending ORD-548 to Extend the Cable Franchise Agreement with Midcontinent

Ordinance 783 An Ordinance Amending Ordinance No. 548 Concerning the Midcontinent Communications Cable Franchise

CA Wood shared that in 2013 the City adopted Ordinance 548, a Franchise Agreement with Midco Communications. It is permitted by statute that the City have franchise fees associated with independent contractors coming into the Right-of-Way. The original Ordinance was valid for 10-years and the 10-years was up and needed to be reevaluated. The amendment has very minor changes and goes for another term of 10-years and has been posted for the required 10 days.

Councilmember Hemen asked if there were separate agreements for internet with Midco.

CA Wood responded that the City is not permitted by statute at this time to have separate agreements for internet or data.

Motion by Lundeen, seconded by Collison to Approve. Motion Passed: 5 - 0.

3. Ordinance Amending City Code Chapter 230; Parks and Recreation Areas

CA Wood shared that the Archery Range was originally slated to be closed during winter months. It is now being proposed to be open year-round with broadheads in designated lanes only. Lanes designated for broadheads would require archers to bring their own broadhead approved targets.

Councilmember Lundeen shared concern that allowing broadheads would be hard to regulate.

City Council further discussed.

Consensus is for staff to look into adding ADA lane for Crossbows/ broadheads and if allowed how it would affect insurance.

4. Resolution Accepting State Bid for Public Works Vehicle

Resolution 2023-023 Accepting State Bid for a Public Works Vehicle

Public Services Director Matt Sylvester shared that City Council authorized purchase of a Public Works vehicle when adopted the 2023 budget. The CIP has $39,393.00 for purchase of the vehicle. Chevrolet will not be releasing price until mid to late March and Ranger GMC pricing is not to exceed $47,256.00. Also, included in the vehicle will be strobe lights and a back rack.

Councilmember Merrill asked if Public Works can install the strobe lights and back rack.

Public Services Director Sylvester responded that they could do the installation of the back rack but the lighting is a bit more complicated as to where they get put in so that is why it is desired to be outsourced.

Motion by Merrill, seconded by Lundeen to Approve. Motion Passed: 5 - 0.

5. Discussion on Changes to Ch 227 Parking and Storage Ordinance

CA Wood shared that at the January Committee of the Whole meeting, direction was for staff to draft language for inclusion of larger commercial vehicles in residential zoning districts which is currently not permitted. Current Ordinance and a draft Ordinance amendment was provided in the packet for consideration.

City Council discussed if 10 ft. from curb line was feasible.

Christopher Ward, 1109 Flintwood ST SW, shared that he drives a 70-passenger bus and he can fit it in the driveway but 10 ft. is not feasible for him.

City Council further discussed.

Consensus from City Council is to revise ordinance amendment to include language that the total GVWR is not to exceed 5 ton per axle, 2 ft. from sidewalk and 4 ft. from curb line not to impede the sight triangle and post for the required 10 days and bring back to City Council for consideration.

6. Intersection Study Scope Amendment to Finalize Report

Resolution 2023-024 Authorizing Scope Amendment to Engineering Study and Report for Intersection of CSAH 5 and East Dual Boulevard

CA Wood shared that the intersection study for the East Dual Blvd and CSAH 5/ Heritage Blvd was approved in August of 2019. No action had been taken by the County so the study needs to be updated to be able to complete it and give a recommendation of what is best for the intersection. The quote from WSB to update the study is $10,312.00 and the County approved earlier in the day to pay for 2/3 and the City pay 1/3 of the cost.

Motion by Lundeen, seconded by Collison to Approve. Motion Passed: 5 - 0.

7. Discussion on Police Staffing

Chief of Police Travis Muyres shared that it was requested that staff review Police staffing. The following information was shared with Council: Staff provide 24-hour, 7 days a week coverage. Two officers are assigned to day shift where they both work unless one is sick, training or using vacation time. Currently there are 6 assigned patrol shifts. Those 6 officers are absent for average of 147 shift. This is equivalent to 1 full-time officer.

Consensus from City Council is to bring back to Committee of the Whole in 6 months for further discussion.

8. Splash Pad Discussion

Parks, Recreation and Events Coordinator Jordan Clementson shared that at the Goal Setting meeting more information was requested in regards to the planned Splash Park. Three options were shared with City Council. Option 1 is with no grant where option 2 and 3 utilize the grant. The 4-stall toilet was revised from option 2 to a 6-stall as it did not meet the grant requirement. Option 2 consists of a rubber non-slip coating and option 3 does not include the rubber non-slip coating. Clementson further shared that there is no specific stipulation for how much cash had to be from the City funds so in-kind or donations are acceptable to still receive the grant.

Community Development Director Stephanie Hillesheim shared that City Staff may be used to fulfill some of the in-kind work as well.

There was further discussion on this item.

9. Resolution to Enter into an Agreement with Minnesota Computer Systems, Inc for Police Department Copier

Motion by Lundeen, seconded by Collison to move forward with option 3. Motion Passed: 4 – 1 with Merrill voting nay.

L. Approve Consent Agenda

Councilmember Luke Merrill questioned why the 5% increase per year was crossed out in the agreement.

CA Wood responded that the 5% per year increase is a standard in the contractors contract but the Liquor Store Manager negotiated for it to be removed.

Councilmember Luke Merrill questioned if the printer for the Police Department on L.4. should be purchased rather than leased.

Finance Director Mike Betker shared that the lease agreement includes ink and service technician when/if needed.

City Council further discussed.

Motion by Lundeen, seconded by Collison to remove L.4. from the consent agenda and place as a Business item**.** Motion Passed: 4 – 1 with Merrill voting nay.

1. Payroll in the Amount of $276,978.52 and Accounts Payable in the Amount of $450,944.99
2. Resolution Approving the Offer for Full-Time Police Officer Nicholas Martell

   Resolution 2023-025 Approving the Offer for Full-Time Police Officer Nicholas Martell

3. Resolution to Enter Into an Agreement with Schubert & Hoey Outdoor Advertising, Inc. for a Liquor Store Billboard

   Resolution 2023-026 Awarding Quote and Authorizing to Enter into a Contract for Billboard for Isanti Liquor Store

4. Resolution to Enter into an Agreement with Minnesota Computer Systems, Inc for Police Department Copier

   This item was moved to a Business item K.9. prior to approval of the consent agenda.

   Motion by Merrill, second by Lundeen to approve the consent agenda. Motion passed: 5 – 0.

M. Other Communications

None

N. Adjournment

Motion by Lundeen, seconded by Merrill to Adjourn The meeting adjourned at 10:30 pm.

Respectfully Submitted,

Jaden Strand
City Clerk

AGENDA ITEM NO. K.1

MEMO

To: **Mayor Gordon and Members of City Council**
From: Jaden Strand, City Clerk
Date: February 21, 2023
Subject: Interview Applicant Dan Hinnenkamp for Vacant Economic Development Authority Seat

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Background:
The City is required to make certain official appointments to City Boards. Advertisements were placed to seek interested candidates for the two vacant Economic Development Authority seats. One seat is for a term extending to 12-31-2024 and the other with a term expiring 12-31-2026. The City received an application and interest disclosure form from Dan Hinnenkamp. The applicant lives within city limits and wishes to apply for the term extending to 12-31-2026.

Request:
Staff is requesting action on this item

Attachment(s):
- EDA Interview Questions.doc
- Dan Hinnenkamp EDA Application

EDA Board City Council Interview Questions:

1) What has been your community involvement?

2) What is your business related background?

3) What strengths will you bring to the EDA?

4) What do you see as potential future opportunities and commercial growth for Isanti?

5) Can you attend meetings the first Tuesday of each month starting at 7:30 p.m., or immediately following the 7:00 p.m. City Council meeting, whichever is later?

A Community For Generations.

Isanti

City of Isanti Board Member Application

For consideration, please fill out the below information along with the attached conflict of interest statement signed and dated by you. Please submit all the information to:
City Clerk Jaden Strand. PO Box 428, Isanti, MN 55040 or
Jstrand@cityofisanti.us, 763-444-5512

Name: Daniel Hinnenkamp E-mail: [redacted]

Address: [redacted]

Phone Number: [redacted]

Board Seat for which you are applying for:

☐ Parks, Recreation, and Culture Board ☒ Economic Development Authority ☐ Planning Commission

For Consideration on the Board you must circle at least one:

☒ City of Isanti Resident ☐ Non-Resident of Isanti

State:

Education and/or Knowledge that will be useful to the Board:

Was part of a small area plan and rezoning committee through the City of Duluth.

Why you are interested on being on the Board?

To ensure responsible growth of the community.

What is your vision of Isanti?

A solid, financially sound, safe, transparent, government.

Any other pertinent information that might to be taken into consideration. You may attach additional pages.

AGENDA ITEM NO. K.2

MEMO

To: **Mayor Gordon and Members of City Council**
From: Jaden Strand, City Clerk
Date: February 21, 2023
Subject: Resolution to Amend Resolution 2023-022 Designating Committees and Representative City Commissions and Advisory Boards for Year 2023

Background:
Mayor Gordon and Councilmember Merrill requested Resolution 2023-022 be brought to Council for amendment to include an alternates to commissions, boards and advisory committees.
This resolution is also to be amended to appoint to EDA member if desired.

Request:
Staff is requesting action on this item.

Attachment(s):
- 2023-XXX Amending Resolution 2023-022 Amending Resolution 2023-002 - CITY BOARDS - Annual Appointments.docx

RESOLUTION 2023-XXX
Amending Resolution 2023-022

DESIGNATING COMMITTEES AND REPRESENTATIVE CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2023

WHEREAS, the City is required to make certain official appointments at the beginning of each year and throughout the year as needed; and,

WHEREAS, the City Council must appoint City Council members to represent the City on various City and County-wide organizations on an annual basis;

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2023:

Committee of the Whole	Mayor and Council
Economic Development Authority	Mayor and Council
Parks, Recreation & Culture Board	Mayor, Alternate Hemen
Planning Commission	Mayor and Council
Rum River BMX Association Board	Collison
Community Education	Mayor
Cable TV Liaison	Lundeen, Alternate Merrill
Civil Defense Director	Mayor
Fire District	Lundeen, Alternate Collison
ICICLE	Merrill, Alternate Mayor
School Liaison	Merrill
Chamber of Commerce Liaison	Merrill
Bike Isanti County Committee	Mayor
C-I Bike/Walk Trail	Merrill
Public Works Labor Management Committee	Mayor
Weed Inspector	Mayor

2. That the City Council appoints the following to act as Mayor Pro-Tem in the absence of the Mayor: Councilmember Steve Lundeen

3. That the City Council designates the following individuals to the Parks, Recreation and Culture Board for 2023:

Zachary Gahm	*(Appointed 6-15-2021; term expiration 12-31-2023)*
Dan Hinnenkamp	*(Appointed 1-9-2023; term expiration 12-31-2025)*
Vaughn Ihrke	*(Appointed 1-4-2022; term expiration 12-31-2024)*
Madisson Masucci	*(Appointed 1-9-2023; term expiration 12-31-2025)*
Mayor Gordon	**Council Representative** (term *expiration; 12-31-2023)*
Open Seat	**Student Representative** *(term expiration; 12-31-2023)*

4. That the City Council designates the following individuals to the Planning Commission for year 2023:

Mayor and City Council:

James Gordon	(*Appointed 1-9-2023; term expiration 12-31-2023)*
Dan Collison	(*Appointed 1-9-2023; term expiration 12-31-2023*)
Luke Merrill	(*Appointed 1-9-2023; term expiration 12-31-2023*)

Steve Lundeen	(*Appointed 1-9-2023; term expiration 12-31-2023*)
George Hemen	*(Appointed 2-7-2023; term expiration 12-31-2023*

Appointed Members:

Alexander Collins	*(Appointed 12-6-2022 term expiration 12-31-2024)*
Arissya Simon	*(Appointed 1-9-2023; term expiration 12-31-2025)*

5. That the City Council Economic Development Authority Board membership terms are as follows for year 2023:

Mayor and City Council:

James Gordon	*(Appointed 1-9-2023; term expiration 12-31-2023)*
Dan Collison	*(Appointed 1-9-2023; term expiration 12-31-2023)*
Luke Merrill	*(Appointed 1-9-2023; term expiration 12-31-2023)*
Steve Lundeen	*(Appointed 1-9-2023; term expiration 12-31-2023)*
George Hemen	*(Appointed 2-7-2023; term expiration 12-31-2023)*

Appointed Members:

Open Seat	*(term expiration 12-31-2024)*
Open Seat	*(term expiration 12-31-2026)*

This Resolution is hereby approved by the Isanti City Council this 7th day of February 2023.

Attest: Mayor James Gordon

Jaden Strand
City Clerk

AGENDA ITEM NO. K.3

MEMO

To: **Mayor Gordon and Members of City Council**
From: Josi Wood, City Administrator
Date: February 21, 2023
Subject: An Ordinance to Consider Amending Chapter 227; Parking and Storage

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Background:
At the January Committee of the Whole meeting, Council provided direction to staff regarding the inclusion of larger commercial vehicles in residential zoning districts which is currently not permitted.

At the February 7th City Council meeting, Council was provided a draft amended ordinance of Chapter 227 for discussion.
Recommendation from the February 7th Council meeting was to move forward with changes as proposed and include revisions to the distance from the back of the curb and sidewalk.

The amended ordinance has been posted for the required 10-days.

Request:
Staff is requesting City Council action.

Attachment(s):
- ORDXXX - Chapter 227; Parking and Storage_2.7.23.pdf

ORDINANCE NO. XXX

AN ORDINANCE AMENDING ORDINANCE NO. 770, ADOPTED ON AUGUST 11, 2022 AND ORDINANCE NO. 753, ADOPTED ON FEBRUARY 16, 2021 AND ORDINANCE NO. 749, ADOPTED ON JANUARY 5, 2021 AND TITLED PARKING AND STORAGE

THE CITY COUNCIL OF ISANTI DOES ORDAIN AS FOLLOWS:

Section 1 – Amendment. Ordinance 770, Ordinance 753 and Ordinance 749, Codified in Chapter 227 of the City Code, are hereby amended as follows:

Chapter 227

PARKING AND STORAGE

ARTICLE III
Parking and Storage of Vehicles and Other Equipment

§ 227-7. Purpose.

D. The City further recognizes that the presence of excessively large commercial vehicles or equipment in residential areas can negatively impact the streets if over the designed road rating. ~~has detrimental and blighting impacts upon the residential quality and character of such neighborhoods. The City finds that these vehicles and equipment intrude upon the aesthetics and visual peace and quiet of a residential neighborhood. Such vehicles can impair the free flow of traffic on residential streets and by their size are detrimental to residential traffic safety, often create excessive noise for such surroundings, their presence tends to encourage and effectuate the expansion of uses that are inconsistent with or inappropriate in residentially zoned areas, and that their presence therefor is likely to have a negative impact upon residential property values.~~ Therefore, the City Council finds that the ~~prohibition~~ limitation of ~~the~~ parking and storage of such vehicles and equipment, due to their excessive size, design, type, or characteristics, is appropriate in residentially zoned districts.

§ 227-8. Storage and parking restrictions.

(5) ~~A screening fence must be provided when the unit is visible from the adjacent properties and/or the street when located in the side or rear yard. Exceptions may be provided when the fence would limit legal access to a street. Screening fences shall meet all requirements as set forth in Ordinance No. 445, Zoning. When a screening fence is used, the entire length of the unit, 50% of the height of the unit, up to six feet, and at least three sides of the unit must be screened at ground view from any neighboring property or the right-of-way. All fencing must be maintained on a property.~~

(10) A company vehicle, limit one, may be parked in the front or side yard on an impervious surface of a driveway or extension of a driveway with a maximum ~~of 15,000 pounds~~ GVWR of 5 ton per axel. ~~Shall be 10 feet from the curbline or sidewalk.~~

(13) Nonmotorized trailers used to haul snowmobiles, ATVs or other recreational units, including the units, or fish houses are permitted on all surfaces if placed a maximum of 10 feet from the driveway during the time frame of November 1 through March 31 only. The total GVWR is not to exceed ~~10,000 pounds~~5 ton per axel.

§ 227-9 Prohibited vehicles.
Except as allowed under the provisions of § 227-10, the following vehicles/units shall not be permitted to be stored or parked in a residential zone or residentially zoned district with the exception of District R-1A:

A. Licensed vehicles, other than recreational vehicles, in excess of 5 ton per axel~~15,000 pounds,~~ GVWR. Examples are cargo (step) vans, ~~buses,~~ boom trucks, dump trucks, tank trucks, construction equipment, semitrailers, semi-tractor-trailer combinations, and any other similar vehicles/units.

B. Unlicensed commercial vehicles or units, such as race cars, farm implements, backhoes, skid loaders, drilling and/or landscaping equipment, and any other such similar vehicles or units.

§ 227-10 Parking or storage of commercial vehicles in residential zones.
The following vehicles or units may be parked in a residential zone or residentially zoned district in accordance with the following:

A. ~~Commercial vehicles or units are allowed if parked or stored in a completely enclosed building.~~ Commercial vehicles parked in driveways shall not be a detriment to the line of sight of vehicles on the street and pedestrians on the sidewalk therefore the following clearance is required: be 4 feet away from the curbline, 2 feet away on either side of the sidewalk, and not block the Vision Clearance Triangle as defined within Ord 445 Zoning Code Section 4.

B. Any licensed vehicle ~~greater than "H" or~~ in excess of ~~15,000 pounds'~~5 ton per axel GVWR ~~being used in conjunction with a legitimate service being provided to a residential property which will be removed upon completion of a project, for a maximum of six consecutive months in conjunction with a permit issued by the City.~~

C. Any licensed bus used in conjunction with a legitimate passenger service are permitted to be parked in all residential zoning districts if unloaded.

Section 2 – Effective Date.

This ordinance shall take effect upon its passage and publication in the official City newspaper.

Adopted by the City Council this ____ day of _____ 2023.

_____
Mayor James Gordon

Attest:

_____
Jaden Strand
City Clerk

Posted on:
Adopted on:
Published on:
Effective Date:

AGENDA ITEM NO. K.4

MEMO

To: **Mayor Gordon and Members of City Council**
From: Matt Sylvester, Public Services Director
Date: February 21, 2023
Subject: Resolution to Consider the Purchase of Two Kubota Mowers

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Background:
The 2018 Kubota Zero Turn Mowers have reached there useful while still holding a significant trade in value. These mowers are used on a daily basis each summer and are critical to keeping up with vast majority of the grass that is mowed. These mowers help maintain Parks, Trails and City Facilities including City Hall, Liquor Store, Police Department, WTP, WWTP, and Lift Stations. The 2023 Capital Improvement Plan includes $14,406.00 for the purchase of two Kubota Zero Turn Mowers.

Lano Equipment Inc. holds the state contract on Kubota. They have quoted the City $8,500.00 per unit for trade-in of the City's two old units and $19,898.20 per new unit. The total net cost for two Kubota mowers is $22,796.40.

Request:
Staff is requesting action on this item.

Attachment(s):
- 2023-XXX Resolution to Consider the Purchase of two Kubota Mowers

RESOLUTION 2023-XXX

CONSIDER PURCHASE OF TWO KUBOTA MOWERS

WHEREAS, the 2023 Capital Improvement Plan includes $14,406.00 for the purchase of two new Kubota Zero Turn lawn mowers and trade-in of the existing two 2018 Kubota mowers; and,

WHEREAS, quotations were received from Lano Equipment, Inc., who holds state contract pricing, to purchase each Kubota in the amount of $19,898.20 and the trade-in value for each current mower in the amount of $8,5000.00; and,

WHEREAS, the total cost for two Kubota mowers would be $22,796.40; and,

WHEREAS, the funding source identified as Parks (500);

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the City trade-in their two 2018 Kubota mowers, purchase two new Kubota mowers for a net amount of $22,796.40 and allow the finance director to make the necessary budget adjustments based on actual final costs.

This Resolution was duly adopted by the Isanti City Council this 21st day of February 2023.

Attest: Mayor James Gordon

Jaden Strand
City Clerk

AGENDA ITEM NO. K.5

BOLTON & MENK

MEMO

To: **Mayor Gordon and Members of City Council**
From: Jason W. Cook, P.E., City Engineer
Date: February 21, 2023
Subject: Resolution Authorizing Engineering Services for the Bluebird Splash Pad Improvements

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Background:

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the Bluebird Park splash pad and restrooms. (see Attachment B for concept layout) The proposed facilities include: a splash pad with seating, restrooms, intergenerational fitness equipment, pollinator gardens, and paved accessible paths.

The Scope of Services to be performed by Bolton & Menk under this agreement shall encompass and include detailed work, services, materials, testing, equipment, and supplies for the layout and design of the new Bluebird Park facilities with the exception of the restroom building itself. The restrooms will be contracted separately with a pre-fab building or designed by an architectural firm. Services will include Project/Contract Management, Project Coordination, Survey, Design Phase Services, Bidding Phase Services, and Construction Phase Services.

Below is an estimated project schedule:

Notice to Proceed: February 2023

Preliminary Concept Design: May 2023

Preliminary Design (60% Plan): June 2023

Final Design: July 2023

Bid letting: August 2023

Contract award: September 2023

Construction: September 2023 – June 2024

Interim completion date (hard surfaces and turf): October 2023

Construction Completion: June 2024

Based on initial conversations, construction would be targeted to be completed by the end of June 2024 to have the splash pad open to the public for the peak summer usage.

This project has been awarded a $300,000 grant through the State of Minnesota Land and Water Conservation Fund grant program, with a total budgeted project cost of $736,000 (see attached grant agreement). The City cost is planned to come from the city park dedication fund.

We propose to complete the described scope of work for design through bidding for an hourly, not to exceed, fee of $46,700.

We propose to complete the described scope of work for the construction services for an hourly, not to exceed, fee of $28,900. These fees are included in the above total project cost estimate.

Thank you for the opportunity to present this proposal. Please contact me at (763) 200-2444 if you have any questions or need additional information.

Request:
Staff is requesting action on this item.

Attachment(s):
- Splash Pad Grant Agreement.pdf
- Resolution 2023-XXX Splash Pad Improvements Authorize Engineering Services.doc

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MINNESOTA

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Isanti, Unique Entity ID: JM6AQ71NK7J5,110 1st Ave NW, Isanti, MN 55040 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026, the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.

2. Pursuant to Minn. Stat. 84.0264, the state is empowered to receive and administer grants under the Land and Water Conservation Fund grant program authorized by Congress in the Land and Water Conservation Fund Act of 1965, as amended, and the Local Grants program authorized by the State of Minnesota. Fifty percent of the funds granted under subdivision 1 shall be distributed for projects to be acquired, developed, and maintained by local units of government, providing that any project approved is consistent with a statewide or a county or regional recreational plan and compatible with the statewide recreational plan. All money received by the commissioner for local units of government is appropriated annually to carry out the purposes for which the funds are received.

3. Under the Land and Water Conservation Fund, National Park Service, CFDA No. 15.916, Grant No. P22AP01788-00, the state received a federal award on September 25, 2022 for 27-01467 City of Isanti - Bluebird Park Splash Pad. This project is not a research and development project.

4. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Bluebird Park.

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date***

October 1, 2022, Notwithstanding Minnesota Statues, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 ***Expiration date***

December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms***

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 24. Land Retention

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and Deed Restriction and 25. Resource Management and Protection.

2 Grantee's Duties

The Grantee, who is not a state employee, will:
Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration***

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed $300,00.00.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The Grantee agrees to provide a nonstate match of a least $436,000.00. The total project cost is $736,000.00.

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed $300,000.00.

(d) Indirect Cost Rate

Federal indirect costs are not eligible for reimbursement in the State's federal award or this sub-award agreement.

4.2 ***Payment***

(a) Reimbursement Requests

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

(b) Federal funds

Payments under this grant contract will be made from federal funds obtained by the State through the National Park Service of the United States Department of Interior, Land and Water Conservation Fund, 15.916, Act of 1965 as amended thereto. If at any time such funds become unavailable, this Grant Contract shall be terminated immediately upon written notice of such fact

by the State to the Grantee. In the event of such termination, Grantee shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 ***Contracting and Bidding Requirements***

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN or by the Federal Government: http://www.mmd.admin.state.mn.us/debarredreport.asp

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

The State's Authorized Representative is Mai Neng Moua, Grants Specialist Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, mai.n.moua@state.mn.us, 651.259.5638 or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Stephanie Hillesheim, Community Development Director, City of Isanti, 110 1st Avenue Northwest, Isanti, MN 55040, SHillesheim@cityofisanti.us, 763.762.5761 or her successor, and has the authority to accept the services provided under this grant contract agreement. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 ***Assignment***

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 ***Amendments***

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 ***Waiver***

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

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7.4 ***Grant Contract Agreement Complete***

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend $750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is $750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property Rights

10.1 ***Government Data Practices***

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 ***Intellectual Property Rights***

The State owns any intellectual property developed with these funds.
The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 ***Publicity***

Any publicity regarding the subject matter of this grant contract agreement must identify the State as

the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Signage***

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

12.3 ***Endorsement***

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 ***Termination by the State***

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Cause***

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Affirmative Action and Non-Discrimination

(a) The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified (Minn. Stat. 363A.02). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

(b) The grantee must not discriminate against any employee or applicant for employment because of

physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, (Minnesota Rules, part 5000.3500).

(c) The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design. The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the Final Guidelines for Outdoor Developed Areas. Information on compliance with the Americans with Disabilities Act is available at U.S. Access Board.

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

21.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this

certification, such prospective participant shall attach an explanation to this agreement.

22 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

e) Any other applicable non-discrimination law(s).

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Land Retention and Deed Restriction

24.1 Land Retention

Any lands acquired or developed with assistance from the Outdoor Recreation grant program must be retained solely for public outdoor recreation use. The lands subject to this contract are shown in Attachment B – Boundary Map which is attached and incorporated into this contract. No other use can be made of these lands without prior written approval of the State and the Secretary of Interior. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Outdoor Recreation Project Contract LW27-01467, the City of Isanti does hereby impose the following restrictions on the property described

in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.

2. The property has been acquired and/or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State acting through its Commissioner of Natural Resources and the Secretary of the Interior.

25 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

26 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this contract by reference. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

27 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: Link to December 2014 version.

28 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance

must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

28 Program Requirements

The grantee will comply with the provisions of the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), and Attachment C, Federal Land and Water Conservation Fund Program General and Special Provisions, attached and incorporated into this contract.

29 General and Special Provisions

1. **Department of Interior Standard (DOI) Terms and Conditions**. DOI Standard Terms and Conditions apply and are located at https://www.doi.gov/grants/doi-standard-terms-and-conditions (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

2. **2 C.F.R. §200.92 Subaward; 200.101 Applicability; and 200.331 Subrecipients and contractor determinations**. Requirements for passthrough entities applies.

3. **Lobbying Prohibition**. 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

4. **Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable – For Grants over $100,000)**
   a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
   b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in 2 CFR 200.450.
   c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

5. **Whistleblower Protection Rights**
   41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

   (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

   (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

6. **Ensuring the future is made in all of America by all of America's Work**s per **E.O. 14005**. Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers," the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

7. **Build America, Buy America.** Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

   As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

   1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

   2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

   3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

   The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

   For further information on the Buy America preference, please visit https://www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: https://www.whitehouse.gov/omb/management/made-in-america.

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Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to https://www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)

2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.

3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)

5. Financial assistance title of project (reference block 8 on DOI Notice of Award).

6. Federal Award Identification Number (FAIN).

7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions
"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States

8. **Minority Business Enterprise Development**. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative

Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

9. **Program Income.** If the Grantee earns program income, as defined in 2 CFR § 200.80, during the period of performance of this agreement, to the extent available the Grantee must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments *(2 CFR § 200.305 (5)).* As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

10. **Rights in Data.** The Grantee must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

11. Conflict of Interest

(a) Applicability

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

(b) Requirements

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass- through entity in accordance with 2 CFR § 200.112, Conflicts of interest.

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(d) Grantees must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: DocuSigned by: Karen Potvin 63FBE77957A34A8...

Date: October 13, 2022

SWIFT Contract/PO No(s). 220117/PO# 3000219869

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Mayor Johnson 3EB7DABF88ED4F0...

Title: Isanti Mayor

Date: October 25, 2022

3. STATE AGENCY

By: DocuSigned by: Linda Erickson-Eastwood 36940544445D1471...
(with delegated authority)

Title: Division and Fiscal Services Unit Manager

Date: October 26, 2022

Distribution:
Agency
Grantee
State's Authorized Representative

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Attachment A - Project Narrative and Budget Detail

Recipient: City of Isanti

Park Name: Bluebird Park

Project Number: LW27-01467

LWCF Amount:	$300,000
Local Match:	$436,000
Total Project Cost:	$736,000

Project Scope:

The City of Isanti will construct a splash pad with seating, restrooms, intergenerational fitness equipment, pollinator gardens, and paved accessible paths.

Project Components	Estimated Total Cost
Outdoor splash pad (3000 sq. ft. with seating and shade options)	$400,000
Outdoor restroom (six stall plumbed facility)	$298,000
Pollinator Garden (with information signage)	$3,000
ADA Path Connections (for basketball courts and ice skating rink)	$2,000
Fitness Trail	$33,000
Total Cost	$736,000

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Attachment B -27-01467 LWCF Boundary Map

ISANTI SOCCER COMPLEX
PUBLIC WORKS
ENTRANCE TO PARK
ISANTI PARKWAY NW
SLEDDING HILL
EXISTING STORM SEWER
PROPOSED 3,400 SF SPLASH PAD –2,200 SF WATER AREA –1,200 SF BUFFER AREA
ENTRANCE TO PARK
12" SANITARY FORCEMAIN
PUBLIC PARKING
ISANTI INDOOR ARENA
PUBLIC PARKING
DOG PARK
EXISTING TRAIL
ARCHERY RANGE
WATER SERVICE LINE TO SPLASH PAD
INFILTRATION DRAINFIELD
PUBLIC PARKING
1ST AVENUE NW
SKATE PARK
STORM WATER DITCH
3RD AVENUE NW
SINGLE FAMILY HOME DEVELOPMENT
PROPOSED RESTROOMS
PERFORMANCE CENTER
EXISTING TRAIL
CLIFFORD PARK PLAYGROUND
2" WATER SERVICE LINE
PICNIC SHELTER
STORM POND
ENTRANCE TO PARK
EXISTING WATERMAIN
ICE SKATING RINK
BLUEBIRD PARK
APPROX. 25 ACRES
RAILROAD TRACKS
REDBIRD BASEBALL FIELD
PUBLIC PARKING
BLUEBIRD PARK LIMITS
ENTRANCE TO PARK
BASKETBALL COURT
RODEO DAYS FAIRGROUNDS
ENTRANCE TO PARK
ISANTI CIVIC ARENA

N

LEGEND

- PARK PARCEL LIMITS
- EXISTING FACILITIES
- PROPOSED FACILITIES

0 70 140
SCALE FEET

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BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

A Community For Generations. Isanti

DESIGNED	NO.	ISSUED FOR	DATE
JWC	1	DNR	2/22/22
DRAWN JWC			
CHECKED JWC			
CLIENT PROJ. NO. OR1.126218			

ISANTI, MN
RECREATION SITE PLAN CONCEPT
BLUEBIRD PARK
SPLASH PAD & RESTROOM IMPROVEMENTS

FIGURE 1

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ATTACHMENT C
LWCF GENERAL PROVISIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

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A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

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under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

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B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.

8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

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resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

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D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

2. Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.

3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.

4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

RESOLUTION 2023 -XXX

AUTHORIZING ENGINEERING SERVICES FOR THE BLUEBIRD SPLASH PAD IMPROVEMENTS

WHEREAS, it is proposed to create a splash pad with seating, restrooms, intergenerational fitness equipment, pollinator gardens and accessible paths in Bluebird Park; and,

WHEREAS, this project has been awarded a $300,000 grant through the State of Minnesota Land and Water Conservation Fund grant program; and,

WHEREAS, the remaining project costs would be borne by the City and are planned to come from the city Park Dedication Fund; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete the design through bidding for an hourly, not to exceed, fee of $46,700; and,

WHEREAS, Bolton & Menk, Inc. has submitted a fee proposal for Engineering Services to complete the construction management services for an hourly, not to exceed, fee of $28,900.

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

1. Bolton & Menk, Inc., as the City Engineer, is hereby designated as the engineer for this improvement and shall complete design through bidding engineering services as outlined in the fee proposal memo for an hourly, not to exceed, fee of $46,700.

2. Bolton & Menk, Inc., as the City Engineer, is hereby designated as the engineer for this improvement and shall complete construction engineering services as outlined in the fee proposal memo for an hourly, not to exceed, fee of $28,900.

This Resolution hereby approved by the Isanti City Council this 21st day of February 2023.

_____
Mayor James Gordon

Attest:

_____
Jaden Strand
City Clerk

AGENDA ITEM NO. K.6

MEMO

To: **Mayor Gordon and Members of City Council**
From: Stephanie Hillesheim, Community Development Director
Date: February 21, 2023
Subject: Resolution to Consider Property Owner Petition for Detachment

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Background:
The property owner located on the far eastern edge of the City of Isanti is requesting detachment from the City to return to a hobby farm. They originally annexed into the City due to a potential development opportunity that did not move forward.

Please review the attached petition for detachment, as well as a map indicating the location of the parcel.

Request:
City staff are requesting action on this item.

Attachment(s):
- Petition for Detachment.pdf
- Strombeck Property.pdf
- 2023-XXX - COMMUNITY DEVELOPMENT - Acceptance of Petition for Detachment.docx

PROPERTY OWNER PETITION FOR DETACHMENT OF PROPERTY FROM A CITY

IN THE MATTER OF THE PETITION FOR DETACHMENT OF CERTAIN LAND FROM THE CITY OF Isanti, MINNESOTA PURSUANT TO MINNESOTA STATUTES § 414.06

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

Pursuant to the 2012 amendment to Minn. Stat. § 414.06, the petitioner(s) shall also provide a copy of this petition to:

1) the city from which the land may be detached;
2) all property owners who have not signed this petition;
3) the clerk of the town to which the property may be attached if granted;
4) the clerk of any other abutting town or city; and
5) the county recorder in the county in which the land is located.

PETITIONERS STATE: The number of petitioners required by Minnesota Statutes § 414.06, Subd. 1, to commence this proceeding is: all of the property owners if the area is less than 40 acres; or 75% or more of the property owners in number if the area is more than 40 acres.

It is hereby requested by:

✓ all of the property owners, the area is less than 40 acres; or

_____ 75% or more of the property owners, the area is more than 40 acres;

to detach certain properties described herein from the City of Isanti and make a part of the Township of Isanti.

1. There are 2 property owners in the area proposed for detachment.

2. 2 property owners have signed this petition. (If the land is owned by both the husband and wife, both must sign the petition to represent all owners.)

3. The property is situated within the City of Isanti, abuts the municipal boundary, and is located in the County of Isanti. The petitioned area abuts on the city's N (S) E W (circle one) boundary(ies).

Recd 1/31/2023

4. The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.

5. The reason detachment is requested is to Lower my taxes, and become a hobby Farm again.

6. Summarize what efforts were taken prior to filing this petition to resolve the issues: _____

7. The number of acres in the property proposed for detachment is 11.9 and is described as follows:

INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION. DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.

8. The number and character of buildings on said property is: 4 House, Shed, Garage, and barn

9. The number of residents in the area proposed for detachment is 1 (The number of residents is not necessarily the same as number of owners.)

10. Public improvements on said property are: none

Date: 1-31-2023

David W Stromback
Property Owner

Dorinda R Stromback
Property Owner

Municipal Boundary Adjustment Unit Contact
Star Holman star.holman@state.mn.us 651-361-7909
(July 2019)

Exhibit A
Legal Description of Strombeck Property

The South 551 feet of the West 640 feet of the SW ¼ of the SE ¼ and the South 551 feet of the East 150 feet of the SE ¼ of the SW ¼, all in Section Twenty-one (21), Township Thirty-five (35), Range Twenty-three (23), Isanti, County, Minnesota

AND

That part of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section Twenty-eight (28), Township Thirty-five (35), Range Twenty-three (23), lying North and West of the right-of-way of Isanti County State Aid Highway No. 5 as described in that certain Highway Easement filed for record in the office of the Isanti County Recorder in Book 61 of Miscellaneous Records on page 879.



A Community For Generations.
Isanti

Legend

- Parcels (12-11-2022)
- City Limits
- Non Parcel Items
- Protected Waters - Watercou
- Protected Waters - Basin
  - Public Water Basin
  - Public Water Wetland
- Isan_cty20.sid
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3

Strombeck Property

0 527 Feet

© Bolton & Menk, Inc - Web GIS 2/15/2023 8:51 AM

BOLTON & MENK
Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Isanti is not responsible for any inaccuracies herein contained.

RESOLUTION 2023-XXX

ACCEPTANCE OF PETITION FOR DETACHMENT

WHEREAS, MN State Statute allows owners of properties situated within a municipality and abutting a municipal boundary, rural in character and not developed for urban residential, commercial or industrial purposes to petition for detachment; and,

WHEREAS, the City of Isanti has received a petition to detach from all property owners of the parcel legally described as:

The South 551 feet of the West 640 feet of the SW¼ of the SE¼ and the South 551 feet of the East 150 feet of the SE¼ of the SW¼, all in Section Twenty-one (21), Township Thirty-five (35), Range Twenty-three (23), Isanti, County, Minnesota

AND

That part of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section Twenty-eight (28), Township Thirty-five (35), Range Twenty-three (23), lying North and West of the right-of-way of Isanti County State Aid Highway No. 5 as described in 1hat certain Highway Easement filed for record in the office of the Isanti County Recorder in Book 61 of Miscellaneous Records on page 879; and,

WHEREAS, the City of Isanti remains neutral regarding the property owner's request; and,

WHEREAS, the City of Isanti has received no resolution of opposition regarding the request from the Isanti township;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby accept the petition of detachment for the aforementioned legally described parcel.

This Resolution hereby approved by the Isanti City Council this 21st day of February 2023.

Attest: Mayor James Gordon

Jaden Strand
City Clerk

AGENDA ITEM NO. K.7

MEMO

To: **Mayor Gordon and Members of City Council**
From: Josi Wood, City Administrator
Date: February 21, 2023
Subject: Lighting Infill Plan Discussion

Background:
The lighting in-fill project was discussed and finalized at the February 16, 2021 Committee of the Whole meeting. The information from that meeting, including a map of the proposed in-fill locations, is attached.

Request:
Councilmember Merrill is requesting discussion and possible action on this item.

Attachment(s):
- Lighting Infill Plan.pdf

A Community For Generations.
Isanti

Memo for Cow

To: **Mayor Johnson and Members City Council**
From: Matt Sylvester, Public Services Director
Date: February 16, 2021
Subject: City Street Lighting In-fill Discussion

Background:
The Capital Improvement Plan (CIP) for the years 2021- 2030 has funds available for lighting in-fill. Staff was asked to provide locations and a timeframe on when these lights could be installed per our CIP. Staff has identified 22 locations that would need additional lighting. Staff prioritized the lighting locations based on the following factors:

- Unlit intersections with high traffic flow with a crosswalk involved
- Unlit streets with high foot traffic that don't have a sidewalk or bike path
- Unlit sidewalks and bike paths with high traffic flow
- Unlit intersections with low foot traffic
- Cul-de-sacs over 300'
- Unlit sidewalks and bike paths with low foot traffic
- Unlit streets with high traffic flow
- Industrial areas

Staff has put together a plan with these criteria taken into consideration but also realizing there is a limited amount of money in the CIP each year for lighting in-fill. The lighting along Heritage Blvd would have lights staggered 200' feet apart on the north and south side utilizing existing poles when possible.

Lighting in-fill on newly annexed streets would have lighting installed when street improvements take place.

Request:
Staff is requesting direction on this item to move forward with the street lighting in-fill as provided.

Attachments:
- Lighting in-fill spread sheet
- Lighting In-fill Map

Lighting in-fill


Location	Type	Cost	Note	Year
Whiskey Rd and South Passage SW	135W Shoebox Light	$5,870.00		2021
Isanti Parkway West of 3rd Ave	135W Shoebox Light	$6,700.00		2022
Isanti Parkway East of 1st Ave	135W Shoebox Light	$2,100.00		2023
Whiskey Rd 600' North of Heritage	135W Shoebox Light	$7,500.00		2023
Heritage Blvd East of Whiskey Rd S	135W Shoebox Light w/8' arm	$3,800.00		2021
Heritage Blvd East Of Whiskey Rd S	135W Shoebox Light w/8' arm	$3,000.00		2024
3rd Ave and Unity Blvd	135W Shoebox Light w/8' arm	$2,000.00		2023
Whiskey Rd and Silver Ln	135W Shoebox Light	$5,000.00		2024
Candy and Broadway SE	63W Cobra LED on 8' arm	$2,200.00		2022
Heritage Blvd East of Whiskey Rd N	135W Shoebox Light w/8' arm	$7,500.00		2025
Heritage Blvd West Of Hwy 65 S	135W Shoebox Light w/8' arm	$13,000.00		2026
Heritage Blvd West Of Hwy 65 S	135W Shoebox Light w/8' arm	$7,500.00		2027
Heritage Blvd and Hillock Ct	135W Shoebox Light w/8' arm	$2,000.00		2024
Nina and Page St SW	48W Tradionaire	$4,200.00		2025
Candy and Shawn St SE	63W Cobra LED on 8' arm	$7,200.00		2029
Co Rd 55 and 10th Ave SE	Decorative Light	$1,200.00		2030
300' North of Unity on 1st Ave	63W Cobra LED on 8' arm	$1,100.00		2022
Deerhaven Ct SW	48W Tradionaire	$2,200.00		2028
Unity and 1st Ave	135W Shoebox Light on a 14' arn	$4,000.00		2028
Heritage Blvd West Of Hwy 65 N	135W Shoebox Light w/8' arm	$3,800.00		2028
Heritage Blvd West Of Hwy 65 N	135W Shoebox Light w/8' arm	$3,800.00		2029
Heritage Blvd West Of Hwy 65 N	135W Shoebox Light w/8' arm	$3,800.00		2030
North Dual Blvd and West Dual Blvd	63W Cobra LED on 8' arm	$2,200.00		2027

$	9,670	2021
$	10,000	2022
$	11,600	2023
$	10,000	2024
$	11,700	2025
$	13,000	2026
$	9,700	2027
$	10,000	2028
$	11,000	2029
$	5,000	2030

10 Year Street Light In-fill Schedule

February 2021

Real People. Real Solutions.



AGENDA ITEM NO. L.1

MEMO

To: **Mayor Gordon and Members of City Council**
From: Pam Dahlheimer, Assistant Finance Director
Date: February 21, 2023
Subject: Payroll in the Amount of $135,551.05 and Accounts Payable in the Amount of $426,275.98

Background:
AP and Payroll are attached.

Request:
Staff is requesting action on this item.

Attachment(s):
- 2.17.2023 Payroll Period.pdf
- AP230201.pdf
- AP230202.pdf
- AP230203.pdf

City of Isanti

Gross Payroll	116,798.85
Social Security & Medicare	6,581.42
Public Employees Retirement	12,170.78
Total City Expense	135,551.05

Pay Date 2/17/2023

Pay Period 4 (1/29-2/11/23)

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
23-Feb	2/2/2023	60163	9	BERNICKS PEPSI-COLA	609-20200	1,514.56
23-Feb	2/2/2023	60164	1629	CITY OF ISANTI	101-20200	13,905.61
23-Feb	2/2/2023	60165	8	DAHLHEIMER DISTRIBUTING CO	609-20200	8,283.00
23-Feb	2/2/2023	60166	912	FASTENAL COMPANY	601-20200	229.98
23-Feb	2/2/2023	60167	739	HACH COMPANY	601-20200	1,438.79
23-Feb	2/2/2023	60168	160	HAWKINS INC	601-20200	1,724.82
23-Feb	2/2/2023	60169	2209	INNOVATIVE OFFICE SOLUTIONS INC	108-20200	91.89
23-Feb	2/2/2023	60170	5	KAWALEK TRUCKING	609-20200	242.2
23-Feb	2/2/2023	60171	3172	LAMAR COMPANIES	609-20200	250
23-Feb	2/2/2023	60172	434	LITTLE FALLS MACHINE INC	101-20200	1,343.24
23-Feb	2/2/2023	60173	3117	MAVERICK WINE LLC	609-20200	661.12
23-Feb	2/2/2023	60174	17	MCDONALD DISTRIBUTING CO	609-20200	10,138.53
23-Feb	2/2/2023	60175	616	MENARDS - CAMBRIDGE	101-20200	581.69
23-Feb	2/2/2023	60176	2080	MVTL LABORATORIES INC	601-20200	55.28
23-Feb	2/2/2023	60177	3122	NEW FRANCE WINE COMPANY	609-20200	2,429.00
23-Feb	2/2/2023	60178	1411	NORTH TH 65 CORRIDOR COALITION	101-20200	250
23-Feb	2/2/2023	60179	3094	NORTH VALLEY INC	425-20200	32,099.98
23-Feb	2/2/2023	60180	617	PAUSTIS WINE COMPANY	609-20200	776.5
23-Feb	2/2/2023	60181	2827	RATWIK ROSZAK & MALONEY P.A.	101-20200	465
23-Feb	2/2/2023	60182	2341	RED BULL DISTRIBUTION CO INC	609-20200	589.48
23-Feb	2/2/2023	60183	73	STAR	108-20200	50.4
23-Feb	2/2/2023	60184	2156	SUMMIT FIRE PROTECTION	609-20200	882.25
23-Feb	2/2/2023	60185	1290	THE AMBLE GROUP	602-20200	118
23-Feb	2/2/2023	60186	1503	THE AMERICAN BOTTLING COMPANY	609-20200	238.64
23-Feb	2/2/2023	60187	3125	UNCOMMON LOON BREWING CO	609-20200	234
23-Feb	2/2/2023	60188	2944	UNIFIRST CORPORATION	609-20200	977.34
23-Feb	2/2/2023	60189	42	VIKING COCA-COLA BOTTLING CO	609-20200	227.25
23-Feb	2/2/2023	60190	4	WATSON CO INC	609-20200	1,291.63
23-Feb	2/2/2023	60191	1210	WINTER EQUIPMENT COMPANY INC	101-20200	456.56
					AP230201 Total	$ 81,546.74

KEY
Early Release
ACH Payment
Hold - Do not mail

Dated: _____

Mayor: _____

City Council: _____

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
23-Feb	2/7/2023	60109	3319	US UPFITTERS/INLAD	920-20200	-2,442.65	V
23-Feb	2/7/2023	60192	1231	ACE SOLID WASTE INC	101-20200	607.46	
23-Feb	2/7/2023	60193	9	BERNICKS PEPSI-COLA	609-20200	2,031.75	
23-Feb	2/7/2023	60194	2319	BREAKTHRU BEVERAGE OF MN	609-20200	8,183.05	
23-Feb	2/7/2023	60195	918	CRYSTAL SPRINGS ICE	609-20200	103.9	
23-Feb	2/7/2023	60196	8	DAHLHEIMER DISTRIBUTING CO	609-20200	17,432.64	
23-Feb	2/7/2023	60197	739	HACH COMPANY	601-20200	166.74	
23-Feb	2/7/2023	60198	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	250.57	
23-Feb	2/7/2023	60199	7	JOHNSON BROTHERS LIQUOR CO	609-20200	2,033.40	
23-Feb	2/7/2023	60200	136	LEAGUE OF MN CITIES	101-20200	900	
23-Feb	2/7/2023	60201	17	MCDONALD DISTRIBUTING CO	609-20200	11,780.94	
23-Feb	2/7/2023	60202	277	MN DEPT OF PUBLIC SAFETY	601-20200	50	
23-Feb	2/7/2023	60203	2080	MVTL LABORATORIES INC	602-20200	143.59	
23-Feb	2/7/2023	60204	2992	NEXTERA COMMUNCATIONS	609-20200	321.09	
23-Feb	2/7/2023	60205	44	PHILLIPS WINE & SPIRITS INC	609-20200	50.18	
23-Feb	2/7/2023	60206	3348	PRAIRIE FIRE CHILDRENS THEATRE CO	101-20200	5,400.00	
23-Feb	2/7/2023	60207	3148	R & B HOMES LLC	505-20200	6,000.00	
23-Feb	2/7/2023	60208	3150	SBM ELECTRONICS INC	101-20200	1,088.00	
23-Feb	2/7/2023	60209	2396	SOUTHERN GLAZERS OF MN	609-20200	8,432.80	
23-Feb	2/7/2023	60210	2156	SUMMIT FIRE PROTECTION	101-20200	1,202.50	
23-Feb	2/7/2023	60211	1290	THE AMBLE GROUP	101-20200	453.41	
23-Feb	2/7/2023	60212	626	THE WINE COMPANY	609-20200	1,048.00	
23-Feb	2/7/2023	60213	686	VERIZON WIRELESS	101-20200	1,644.85	
23-Feb	2/7/2023	60214	780	WINE MERCHANTS	609-20200	288	
					AP230202 Total	$ 67,170.22	

KEY
Early Release
ACH Payment
Hold - Do not mail

Dated: _____

Mayor: _____

City Council: _____

KEY
Early Release
ACH Payment
Hold - Do not mail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
23-Feb	2/16/2023	60217	2863	AMAZON CAPITAL SERVICES	108-20200	212.69	
23-Feb	2/16/2023	60218	2030	ARTISAN BEER COMPANY	609-20200	362.95	
23-Feb	2/16/2023	60219	53	BELLBOY CORPORATION	609-20200	3,356.15	
23-Feb	2/16/2023	60220	2853	BENEFIT EXTRAS INC	101-20200	69.5	
23-Feb	2/16/2023	60221	9	BERNICKS PEPSI-COLA	609-20200	4,327.62	
23-Feb	2/16/2023	60222	368	BILLS QUALITY CLEANING	609-20200	712	
23-Feb	2/16/2023	60223	2319	BREAKTHRU BEVERAGE OF MN	609-20200	540.5	
23-Feb	2/16/2023	60224	1198	CENTER POINT ENERGY	602-20200	7,145.50	
23-Feb	2/16/2023	60225	1822	CENTURYLINK BUSINESS SERVICES	101-20200	19	
23-Feb	2/16/2023	60226	1472	CRAWFORDS EQUIPMENT INC	101-20200	165.47	
23-Feb	2/16/2023	60227	8	DAHLHEIMER DISTRIBUTING CO	609-20200	16,129.20	
23-Feb	2/16/2023	60228	897	DVS RENEWAL	101-20200	14.25	
23-Feb	2/16/2023	60229	2478	EAST CENTRAL ENERGY	101-20200	43.85	
23-Feb	2/16/2023	60230	2933	FALCON NATIONAL BANK	609-20200	20,441.32	
23-Feb	2/16/2023	60231	385	FEDERATED CO-OPS INC	409-20200	2,035.56	
23-Feb	2/16/2023	60232	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	106.14	
23-Feb	2/16/2023	60233	2028	FURTHER	101-20200	441.5	
23-Feb	2/16/2023	60234	2028	FURTHER	861-20200	24.99	
23-Feb	2/16/2023	60235	2830	GDO LAW	101-20200	4,083.33	
23-Feb	2/16/2023	60236	134	GOPHER STATE ONE-CALL INC	601-20200	13.5	
23-Feb	2/16/2023	60237	160	HAWKINS INC	602-20200	10,993.36	
23-Feb	2/16/2023	60238	3162	INTEGRATED FIRE & SECURITY INC	609-20200	489.43	
23-Feb	2/16/2023	60239	1684	ISANTI COUNTY AUDITOR-TREASURER	101-20200	284.64	
23-Feb	2/16/2023	60240	2938	ISANTI HOTEL PARTNERS LLC	101-20200	7,133.12	
23-Feb	2/16/2023	60241	496	JOHN HIRSCHS CAMBRIDGE MOTORS	101-20200	54.57	
23-Feb	2/16/2023	60242	7	JOHNSON BROTHERS LIQUOR CO	609-20200	20,033.27	
23-Feb	2/16/2023	60243	5	KAWALEK TRUCKING	609-20200	470	
23-Feb	2/16/2023	60244	3259	KIESLER POLICE SUPPLY	101-20200	1,045.40	
23-Feb	2/16/2023	60245	1479	LOFFLER -131511	108-20200	120.38	
23-Feb	2/16/2023	60246	2815	LUSK, KEITH	609-20200	62.36	
23-Feb	2/16/2023	60247	2828	MCCARTY, JOHN	101-20200	1,361.62	
23-Feb	2/16/2023	60248	17	MCDONALD DISTRIBUTING CO	609-20200	19,081.39	
23-Feb	2/16/2023	60249	3286	MEGA BEER LLC	609-20200	102.85	
23-Feb	2/16/2023	60250	616	MENARDS - CAMBRIDGE	101-20200	42.63	
23-Feb	2/16/2023	60251	2953	MIDCONTINENT COMMUNICATIONS	108-20200	119.01	
23-Feb	2/16/2023	60252	2978	MILBANK WINWATER WORKS	601-20200	17,981.24	
23-Feb	2/16/2023	60253	176	MN DEPT OF REVENUE	101-20200	35,076.00	
23-Feb	2/16/2023	60254	2842	MN PEIP	861-20200	46,205.40	
23-Feb	2/16/2023	60255	3212	MOMENTUM ECM	602-20200	2,200.00	
23-Feb	2/16/2023	60256	3133	MORTON SALT	101-20200	9,026.87	
23-Feb	2/16/2023	60257	2553	O'REILLY	101-20200	123.92	
23-Feb	2/16/2023	60258	3149	ORIGIN WINE & SPIRITS	609-20200	136	
23-Feb	2/16/2023	60259	617	PAUSTIS WINE COMPANY	609-20200	420	
23-Feb	2/16/2023	60260	44	PHILLIPS WINE & SPIRITS INC	609-20200	5,935.49	
23-Feb	2/16/2023	60261	2341	RED BULL DISTRIBUTION CO INC	609-20200	431.6	
23-Feb	2/16/2023	60262	3308	RED PINE WINERY	609-20200	276	
23-Feb	2/16/2023	60263	2396	SOUTHERN GLAZERS OF MN	609-20200	17,227.60	
23-Feb	2/16/2023	60264	2554	SPECIALTY SOLUTIONS	101-20200	623.31	
23-Feb	2/16/2023	60265	1361	STAPLES ADVANTAGE	108-20200	86.41	
23-Feb	2/16/2023	60266	73	STAR	101-20200	13.65	
23-Feb	2/16/2023	60267	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	1,973.50	
23-Feb	2/16/2023	60268	1290	THE AMBLE GROUP	101-20200	0	V
23-Feb	2/16/2023	60269	1503	THE AMERICAN BOTTLING COMPANY	609-20200	293.16	
23-Feb	2/16/2023	60270	1820	URBANS HARDWARE INC	602-20200	255.36	
23-Feb	2/16/2023	60271	42	VIKING COCA-COLA BOTTLING CO	609-20200	855.3	
23-Feb	2/16/2023	60272	1286	VINOCOPIA INC	609-20200	2,564.67	
23-Feb	2/16/2023	60273	4	WATSON CO INC	609-20200	2,522.57	
23-Feb	2/16/2023	60274	1922	WEX BANK	101-20200	6,569.27	
23-Feb	2/16/2023	60275	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	3,158.00	
23-Feb	2/16/2023	60276	2867	WIN-911	602-20200	800	
23-Feb	2/16/2023	60277	2872	WINEBOW	609-20200	354.26	
23-Feb	2/16/2023	60278	1210	WINTER EQUIPMENT COMPANY INC	101-20200	9	
23-Feb	2/16/2023	60279	2666	WRS IMPORTS	609-20200	615	
23-Feb	2/16/2023	60280	3297	XPRESS BILL PAY	101-20200	168	
23-Feb	2/16/2023	60281	1290	THE AMBLE GROUP	101-20200	18.39	

AP230203 Total $ 277,559.02

Dated: _____

Mayor: _____

City Council: _____

AGENDA ITEM NO. L.2

MEMO

To: **Mayor Gordon and Members of City Council**
From: Katie Grotte, Human Resources
Date: February 21, 2023
Subject: Resolution Accepting Resignation of Part-Time Liquor Store Clerk II Jacob Dahlin

---

Request:
Staff is requesting action on this.

Attachment(s):
- 2023-XXX_Accepting_Resignation_for_Liquor_Store_Clerk_II_Jacob_Dahlin.docx

RESOLUTION 2023-XXX

ACCEPTING RESIGNATION FOR LIQUOR STORE CLERK II
JACOB DAHLIN

WHEREAS, PT Liquor Store Clerk, Jacob Dahlin resigned from position of Liquor Store Clerk II with proper notice; and,

WHEREAS, the effective date of this resignation is February 2, 2023; and,

WHEREAS, Jacob Dahlin is leaving employment in good standing per current personnel policy of two weeks' notice;

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

1. That the resignation of Jacob Dahlin is hereby effective February 17, 2023.

2. That Human Resources Director and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 21st day of February 2023.

Attest: Mayor James Gordon

Jaden Strand
City Clerk

AGENDA ITEM NO. L.3

MEMO

To: **Mayor Gordon and Members of City Council**
From: Katie Grotte, Human Resources
Date: February 21, 2023
Subject: Resolution Accepting Resignation of Part-Time Police Officer Michael Vogel

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Request:
Staff is requesting action on this item.

Attachment(s):
- 2023-XXX Accepting Resignation of PT Police Officer Michael Vogel.docx

RESOLUTION 2023-XXX

ACCEPTING PART-TIME POLICE OFFICER MICHAEL VOGEL LETTER OF RESIGNATION

WHEREAS, Part-time Police Officer Michael Vogel has submitted a letter of resignation to the City of Isanti on February 14, 2023; and,

WHEREAS, the effective date of this resignation is February 28, 2023; and,

WHEREAS, Michael Vogel is leaving employment in good standing as this resignation falls within the personnel policy;

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

1. That the resignation of Michael Vogel is hereby effective February 28, 2023.

2. That Human Resources and Police Chief will hereby fill the position as needed by the discretion of the Police Chief.

This Resolution is hereby approved by the Isanti City Council this 21th day of February 2023.

Attest: Mayor James Gordon

Jaden Strand
City Clerk

AGENDA ITEM NO. L.4

MEMO

To: **Mayor Gordon and Members of City Council**
From: Chief Travis Muyres
Date: February 21, 2023
Subject: Consider Resolution Approving State of MN Joint Powers Agreements with the City of Isanti and the Minnesota Internet Crimes Against Children Task Force (ICAC)

Background:
The City of Isanti Police Department desires to enter into Joint Powers Agreements with the State of Minnesota Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecutor crimes committed against children that is committed and or facilitated by or through the use of computers.

Request:
Staff is requesting action on this item.

Attachment(s):
- 2023-XXX Joint Powers Resolution with IPD and ICAC.docx

RESOLUTION 2023-XXX

CONSIDER RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ISANTI, MINNESOTA ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of ISANTI, MINNESOTA on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or using computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Isanti, Minnesota on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Chief of Police or, Chief Travis Muyres, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That James Gordon, the Mayor for the City of Isanti, Minnesota and Jaden Strand, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

This resolution was adopted by the Isanti City Council this 21st day of February 2023.

Attest: Mayor James Gordon

Jaden Strand
City Clerk

AGENDA ITEM NO. M.1

MEMO

To: **Mayor Gordon and Members of City Council**
From: Chief Travis Muyres
Date: February 21, 2023
Subject: January Police Department Report

Request:
N/A

Attachment(s):
- January Police Department Report

Isanti Police Department Monthly Report

January 2023

Reported Crime	Month to Date	Year to Date
Theft	3	3
Assault	3	3
Vandalism/Damage to Property	0	0
Narcotics	1	1
Burglary	0	0
Domestics	7	7
Crim Sex	4	4
Robbery	0	0
Loud Party/Disturbance	7	7
Medical	33	33
Permit to Purchase	6	6
Security Check / Extra Patrol	480	480

Traffic Offenses	Month to Date	Year to Date
No Insurance	10	10
DUI	0	0
Accidents	12	12
Hit & Run	2	2
Warrant P/U	2	2
Speed	2	2
DAR/DAS	16	16
Administrative Citations (Including Speed)	0	0

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford Explorer 221	108,568	255	255
Ford Explorer 224	107,555	393	393
Ford F150 225	62,158	841	841
Chevy Impala 223	106,345	8	8
Dodge Durango 226	57,260	1,650	1,650
Dodge Durango 227	61,142	1,242	1,242
Dodge Durango 228	44,405	1,320	1,320
Chevy Tahoe 229	31,601	1,457	1,457
Dodge Charger 230	19,464	1,104	1,104

AGENDA ITEM NO. M.2

MEMO

To: **Mayor Gordon and Members of City Council**
From: Chief Travis Muyres
Date: February 21, 2023
Subject: January Code Enforcement Report

Request:
N/A

Attachment(s):
- January Code Enforcement Report

CEZT REPORT - JANUARY 2023													
	2022	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
TOTAL CASES THIS YEAR AT END OF MONTH		**7**											
NEW CASES THIS MONTH		**7**											
CARRIED FORWARD FROM PREVIOUS MONTH	**3**	**3**											
NEW CASES + CARRIED FWD		**10**											
CLOSED THIS MONTH		**9**											
ACTIVE END OF MONTH (NOT INCL CITATIONS)		**1**											
CAN - Prohibited Animals § **87.1**													
CCV - Comm Vehicle storage § **227-9/10**													
CDO - Dogs													
CPA - Park & Store § **227-8**													
CSN - Snow Removal §**216-2-P**		**3**											
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H20 - Water Restrictions § **325-17-C**													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage § **216-4-L**													
NGR - Grass/Weed Length § **216-2-H**													
Nuisance Junk/Rubbish § **216-2-L**													
NUV - Unlicensed Vehicle or expired tabs § **216-2-L**													
ZAC - Accessory Building /**445, SEC 6, SUB 6, C**													
ZFE - Fence § **216-4-A-(16)**													
Parking Regulations § **227-2**		**4**											
Zoning/ **445 Section 15, Subdivision. 5-C-4.**													
Other § **216-4-A-(4)**													
Other/**445- Sec 7: Art 2: Sub 4**													
MISDEMEANOR CITATIONS ISSUED THIS MONTH													
ACTIVE CITATIONS END OF MONTH													
COMPLIANCE LETTERS MAILED THIS MONTH		**2**											
ABATED PROPERTIES THIS MONTH													

AGENDA ITEM NO. M.3

MEMO

To: **Mayor Gordon and Members of City Council**
From: Stephanie Hillesheim, Community Development Director
Date: February 21, 2023
Subject: January Building Inspector Report

Request:
N/A

Attachment(s):
- January 2023.pdf

CITY OF ISANTI MONTHLY REPORT

Jan 2023

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
ROOF / SIDING	2	4	$0.00	$0.00	$2.00	$4.00	$160.00	$320.00		
DECK	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
LL FINISH	3	5	$5,000.00	$5,000.00	$4.50	$6.50	$802.95	$1,402.95		
REMODEL / ADDITION	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
GARAGE / SHED	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
MISCELLANEOUS	15	17	$0.00	$0.00	$15.00	$17.00	$1,025.00	$1,225.00		
SINGLE DWELLINGS	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
MULTI DWELLINGS	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
MECHANICAL	7	7	$0.00	$0.00	$7.00	$7.00	$525.00	$525.00		
PLUMBING	5	8	$0.00	$0.00	$5.00	$8.00	$270.00	$432.00		
RESIDENTIAL TOTAL	**32**	**41**	**$5,000.00**	**$5,000.00**	**$33.50**	**$42.50**	**$2,782.95**	**$3,904.95**		
COMMERCIAL										
NEW BUILDINGS	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
REMODEL / ADDITION	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
PLUMBING	1	1	$6,000.00	$6,000.00	$3.00	$3.00	$90.00	$90.00		
MECHANICAL	3	3	$3,992.00	$3,992.00	$10.50	$10.50	$520.05	$520.05		
ROOF / SIDING	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
MISCELLANEOUS	1	2	$0.00	$0.00	$1.00	$2.00	$50.00	$150.00		
COMMERCIAL TOTAL	**5**	**6**	**$9,992.00**	**$9,992.00**	**$14.50**	**$15.50**	**$660.05**	**$760.05**		
RESIDENTIAL/COMMERCIAL TOTAL	**37**	**47**	**$14,992.00**	**$14,992.00**	**$48.00**	**$58.00**	**$3,443.00**	**$4,665.00**	**$0.00**	**$0.00**

YEARLY BUILDING PERMIT COMPARISONS **THRU 1/31/2023**

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2016	24	0	0	0	$80,003.00	$3,660.48	$465.00
2017	36	4	0	0	$716,154.00	$13,243.40	$24,666.00
2018	33	3	0	0	$510,011.00	$10,341.45	$13,944.00
2019	37	0	0	0	$146,958.00	$6,749.70	$0.00
2020	42	2	0	0	$487,175.68	$10,414.95	$11,965.00
2021	39	2	0	0	$485,521.00	$10,091.33	$12,750.00
2022	60	7	0	1	$2,118,394.80	$31,394.90	$46,851.00
2023	47	0	0	0	$14,992.00	$4,665.00	$0.00

MONTHLY COMPARISON FOR 2023

Month	# Permits	Permit Value	Permit Fees
January	37	$14,992.00	$3,443.00
February	10	$0.00	$1,222.00
March	0	$0.00	$0.00
April	0	$0.00	$0.00
May	0	$0.00	$0.00
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	47	$14,992.00	$4,665.00

AGENDA ITEM NO. M.4

BOLTON & MENK

MEMO

To: **Mayor Gordon and Members of City Council**
From: Jason W. Cook, P.E., City Engineer
Date: February 21, 2023
Subject: February Engineering Project Status Report

Background:

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

1) 2023 Pavement Management Project

We will continue development of the plans and specifications for this project.

2) Water Tower Coatings

We will continue development of the plans and specifications for this project.

3) WHPP Part 2

We will continue the permitting process.

4) 3rd Avenue Utility Extension

We have surveyed the site and will continue design of these utility extensions.

5) Bluebird Park Splash Pad

We will bring a fee proposal to complete this work to the 12/21 council meeting.

6) BNSF Planking Replacement

We create plans for this planking replacement.

7) Legacy Pines 3rd Addition

Remaining punchlist items will be completed next spring.

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

Remaining punchlist items will be completed next spring.

9) MS4 Implementation

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

Please contact me if you have any questions at 763-200-2444.

Request:
N/A